Section & Subsection of policy comment is addressing

4.2

RFP General

1.3

1.7

1.7

1.7

1.7

1.7

1.8

2.1

2.3

Section 3

3.1

Page 22

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4.2

5.2

5.7

6.1 combined with

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11.1

General

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Excess Ambulances and Supervisor Vehicles

Comment

this language conflicts with language in section 1.5 page 10: " The selected Proposer shall Contract

with the CCCRFPD for emergency medical dispatch services."

The language SHOULD read (as it does in section 1.5): "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."

Can LEMSA provide more detail on their internal Public Comment Process? This form asks for a Policy and sections of a Policy, but the Public Comment is not open for a Policy now, it's open for ambulance services. Is this the correct form for commenting on the RFP? How does the public know their comment is received? Is there a receipt or confirmation sent to the commentor ensuring their comment was received and will be answered?

Under "EMS," Page 7 states- Emergency medical transport services are provided by American Medical Response (AMR) in ERAs I, II, and V, should state; "ERA I, II and V are served by Contra Costa County Fire Protection District as part of an alliance service delivery model utilizing American Medical Response as a subcontractor.

Can the County please clarify that the CCCFPD is the provider of record and under contract

Section 1.3 states- "LEMSA is primarily funded ...by Tax Measure H and also some cost recovery streams."

Can the County please advise if the award of this contract to a proposer is one of those Section 1.3, EMS, states-"...transport services are provided by AMR in ERA's I, II and V. Can the County please clarify this section to match language in other areas of the RFP that CCCFPD is the provider of record and subcontract transport services to AMR for consistency?

Section 1.7 of the RFP states that "The selected Proposer agrees to reimburse the County for a portion of the costs associated with the administration, medical oversight, quality assurance and quality improvement processes, and regulatory oversight of the selected Proposer's service under this agreement." and, separately, that "The selected Proposer shall reimburse Contra Costa County an amount equal to 7.5% of the total net collection from total system revenues from the previous year for the first 3 years of the contract and 10% for the remaining years of the contract." Are those two separate charges that the selected Proposer will be expected to pay?

Section 1.7 of the RFP states that "The selected Proposer shall reimburse Contra Costa County an amount equal to 7.5% of the total net collection from total system revenues from the previous year for the first 3 years of the contract and 10% for the remaining years of the contract.", but fails to define "total net collection." What is "total net collection"?

Section 1.7 of the RFP states that "The selected Proposer shall reimburse Contra Costa County an amount equal to 7.5% of the total net collection from total system revenues from the previous year for the first 3 years of the contract and 10% for the remaining years of the contract." What is that 7.5% for the first 3 years and the 10% for all remaining years amount specifically for?

Section 1.7 of the RFP states that "The selected Proposer agrees to reimburse the County for a portion of the costs associated with the administration, medical oversight, quality assurance and quality improvement processes, and regulatory oversight of the selected Proposer's service under this agreement." but never provides a historical based estimate of those costs or what portion is being reimbursed. What are the County's estimated costs for those services and what portion is the selected Proposer agreeing to reimburse?

Section 1.7 of the RFP states that "The selected Proposer shall reimburse Contra Costa County an amount equal to 7.5% of the total net collection from total system revenues from the previous year for the first 3 years of the contract and 10% for the remaining years of the contract." These fees appear to violate state law by constituting a tax (California Constitution Art. XIII C, section 1; Prop 13; Prop 218; Prop 26; Zolly v. City of Oakland), as well as federal law (42 CFR 1001.952(d)). What are the grounds that allow this fee to be charged (i.e., was the fee based on net collections authorized by the voters? If it is the County's position that the fee is exempt from the definition of a special tax under Prop 13, what exemption applies?)

Section 1.7 of the RFP states that "The selected Proposer shall reimburse Contra Costa County an amount equal to 7.5% of the total net collection from total system revenues from the previous year for the first 3 years of the contract and 10% for the remaining years of the contract." Are these fees related to the reasonable cost of the County in authorizing and overseeing the selected provider? If so, how are the fees reasonably related?

Section 1.7 of the RFP states that "The selected Proposer shall reimburse Contra Costa County an amount equal to 7.5% of the total net collection from total system revenues from the previous year for the first 3 years of the contract and 10% for the remaining years of the contract." What County ordinance or other Board of Supervisors-adopted policy authorizes the imposition of the Annual Contract Fee based on net collections?

Section 1.8. The heading for Section 1.8 of the RFP Draft is stated as, "Terms and Earned Extension;" however, the language in this section does not state that the Provider can earn an extension by meeting a predetermined set of performance standards. Rather, the section states that an extension will be offered by "mutual agreement." Will there be language added that allows for an earned extension based on performance and, if so, will the standards be published in the RFP?

Section 2.1, Scope of Work, states- "Requiring ALS level of service, even if there is no ambulance required, for "Standby Services."

Can the County please clarify if an ambulance is not required, does this mean another

Section 2.3, Notice to Proposers states-"The LEMSA reserves the right to waive any immaterial informality in the Proposals and any minor irregularity in the submission."

Can the County please clarify what immaterial informality in the Proposals and any minor irregularity in the submission means?

Section 2.7, Procurement Process (Canceling) states - "All otherwise acceptable Proposals received are at unreasonable prices."

Can the County please define or explain unreasonable prices?

Section 3, Mandatory TOC.

Does the 100 page limitation for the RFP include the necessary pages for the TOC?

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."

Can the County please clarify what summarize all of these items mean?

Onder manuatory rable of Contents and Evaluation Criteria, 7, Administrative Standards 7.1 states-"Community Health Status Improvement and Mobile Integrated Health Initiatives."

Can the County please define this section and include language on what is required as it is missing from the draft?

Under manuatory rable of Contents and Evaluation Citteria, o, Regulatory Compilance and Financial Provision begins at 8.7.

Can the County please provide the missing Sections from 8.1 to 8.6?

in Section 4.2 which states. The selected Proposer shall contract with the Coorpolar emergency medical dispatch services."

Can the County please clarify and change CCCRFPD to the correct acronym of CCCFPD?

In Section 5.2 Clinical Performance Measurement states-" 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 and penalty amounts 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."

Can the County please modify this section from a 60 day notice to a standard of meet and in Section 5.2 Clinical Performance Measurement also states—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 [if the measure of compliance is partly or wholly clinical performance, why is financial compensation based 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. Can the County please provide an answer to the question in brackets from this section to all proposers?

In Section 5.2 Clinical Performance Measurement, bundle of care, the RFP states, "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."

Can the County please elaborate on how credits or penalty assessments for bundles of care will be applied? Please see the following example for illustration: Example 1:

The total number of Stroke Bundle encounters in the EMS system represented in this contract does exceed 100 after four months of measurement (but not before four months). The Stroke Bundle KPIs measured in this four month dataset exceeds the 90% requirement to receive the 20% financial percentage credit stated in Section 5.2 of the RFP. Will this 20% credit be applied to response time penalties assessed in each of the four months represented? If not, which month will the credit be applied?

Example 2:

The total number of Stroke Bundle encounters in the EMS system represented in this contract

Page 49 of the RFP states "Therefore, despite being eligible for discounts from other clinical bundles exceeding the threshold, the selected Proposer is not eligible for any discount toward Response Time Compliance penalties as a result of the fine in Trauma -1 {This is not clear. Do they pay penalties}"

Can the County provide clarity to the bracketed statement? Can the County make section 5.2 more clear in order for the Proposer to attempt to calculate a fine structure that meshes response time penalties with clinical fines and clinical financial credits?

In Section 5.3 Penalty Provisions for Clinical performance states- "Failure to comply with any clinical performance metric or other requirements in this RFP or the Agreement will result in damages to LEMSA. Therefore, the selected Proposer and LEMSA agree to the penalties specified herein. It is expressly understood and agreed that the penalty amounts are not to be considered a penalty but shall be deemed, taken, and treated as reasonable estimate of the damages to LEMSA. 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."

Can the County please explain what damages to LEMSA means?

In Section 5.3 Penalty Provisions for Clinical performance also states-",to include adjustments to the System Status Plan or other measures to comply with the 90% requirement."

Can the County please clarify that other measurements indicate actions taken after 79.9% is met and not 90%? Can the County please be consistent and specify which percentage is correct?

In section 5.4, under clinical performance exemption request it states that "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 individual response. It also states that all LEMSA decisions on exemptions are final, requests for appeal will not be considered.

It is requested that the County accept a monthly report for clinical exemptions to allow for adequate CQI of KPI's and to prevent a potential daily correspondence between the Proposer and LEMSA regarding clinical performance.

Furthermore, it is requested that any penalty in the contract have an appeals process, including a final decision made outside of LEMSA for appeals unable to be satisfied through collaboration.

In Section 5.7 Medical Review/Audits states-"The LEMSA Medical Director may require that any selected Proposer employee attend a medical audit when necessary. 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."

Can the County please change the language to say "The LEMSA Medical Director may require that any selected Proposer employee who was directly involved in the incident attend a..." and also include language for this section to include in accordance with current collective bargaining agreements and/or the Firefighter Bill Of Rights (FOBR)?

In Section 5.8, Dedicated Personnel states-"A senior manager shall be responsible for oversight and management of the KPIs and ongoing organization-wide quality management programs."

Can the County please define what a "senior manager" is?

Section 6.1 Deployment Planning. The subsection labeled "LEMSA Notification" in Section 6.1: Deployment Planning, states that, "the selected Proposer shall notify LEMSA within thirty (30) calendar days prior to implementation of any proposed System Management Changes." This mandate conflicts with the first statement in Section 7.1: Response Time Performance, Reliability and Measurement Methods, which states, "LEMSA will not limit selected Proposer's flexibility in the methods of providing ambulance service." Specifically, this mandate does not allow the Contractor to implement changes in less than 30 days, which prohibits the Contractor's ability to respond to slight variations in request demands that have historically occurred in the Contra Costa system.

Section 6.1 Deployment Planning. The subsection labeled "LEMSA Notification" in Section 6.1: Deployment Planning, states that, "the selected Proposer shall notify LEMSA within thirty (30) calendar days prior to implementation of any proposed System Management Changes."

Additionally, under 7.1 on page 67, it states "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.

If the Proposer has to notify LEMSA of the deployment plan, LEMSA reserves the right to request changes, and implies LEMSA approval when it says they will not unreasonably withhold approval; please explain how this is the proposers "sole responsibility" with the amount of LEMSA involvement?

Section 6.1. The subsection labeled "Deployment Plan Requirements" in Section 6.1: Deployment Planning, demands a weekly report that lists, in part, a "Field response component." Will the LEMSA elaborate on what the term, "Field response component" means and/or clarify what information should be provided in the report to meet the field response component requirement?

Section 6.3 Vehicles and Equipment (Ambulances) states:

Ambulances shall be limited to a maximum mileage of 250,000 miles

Supervisor and other support vehicles shall be limited to a maximum of 200,000 miles.

No more than 50% of the ambulance fleet shall have over 100,000 miles at the start of the contract. 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 150% of the peak level of deployment.

Can the County please change ambulance mileage to a maximum of 300,000 due to current ambulance durability in the industry indicating reliable functionality with consistent maintenance?

Can the County please change supervisor and support vehicle mileages to 250,000 miles due to current light vehicle durability in the industry indicating reliable functionality with consistent maintenance?

Can the County explain why the Proposer would require 50% of the ambulance fleet to have under 100,000 miles at the start of the contract when the fleet would potentially still have 150,000 more miles of use? Can the County consider a fleet replacement plan at the start of the contract in lieu of purchasing backup ambulances for ambulances that are currently compliant?

Can the County reference industry standard, experience, context used to come up with an

Section 6.3 Equipment states "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 150% of the peak level of deployment."

Can the County please change the percentage from 150% of peak level deployment to 120%? Most bio-medical equipment does not need repair/service, but has expiration dates. Bio-Medical equipment needing repair/service comes with annual service plans from the vendor and receives routine maintenance. Can the County reference industry standards where maintaining such a large amount of backup equipment is needed? Can the County please reference similar EMS service areas requiring the same 150%?

Section 6.8 Incumbent Workforce states "The parties understand that ambulance services are often rendered in the context of stressful situations. LEMSA expects and requires professional and courteous conduct and appearance at all times from selected Proposer's officers, employees and agents. selected Proposer shall address and correct any occasional departure from this standard of conduct as soon as practicable but in no event more than twenty-four (24) hours from notice of any departure. 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."

Can the County please change the 24-hour requirement to a reasonable timeframe such as 10 business days and also in concert with current collective bargaining agreements and/or the Firefighter Bill Of Rights (FOBR)?

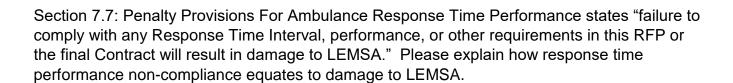
Section 6.9, Disaster Resources, states-"The selected Proposer shall have a reserve fleet of ambulances as indicated in this RFP. These ambulances shall be in good working order, stocked, and ready for immediate deployment. The selected Proposer shall maintain a reserve fleet of supervisor/support vehicles at 150% of peak deployed support units." Can the County please change from 150% of peak deployed supervisor/support units to 120%? Can the County reference industry standard, experience, context used to come up with an increase from 120% peak level deployment to 150% Can the County provide examples of similar service areas with a fleet of support units at 150% of peak level deployment and their need for an excess amount of this size? Can the County please explain why 120% has not been sufficient?

Furthermore, can the excess reserve fleet of ambulances and support vehicles be in good operating condition, but have equipment readily available instead of unused fleet sitting fully stocked?

Section 7.4 Response Time Measurement Methodology. The subsection labeled "Calculating Upgrades, Downgrades, and Cancelled Responses" in Section 7.4: Response Time Measurement Methodology does not detail any methods for calculating response time compliance when an ALS unit is requested in lieu of a BLS unit or vice versa. Will there be an additional method for calculating the response time when a change in the level of service is requested?

Section 7.6 Response Time Exemptions and Exemption Requests. The subsection labeled, "Exemption Request Procedure" in Section 7.6: Response Time Exemptions and Exemption Requests" has language stating that, "extended delays at hospitals for transferring patients to receiving facility personnel (Ambulance Patient Offload Delay) will not be a criterion for potential good cause exceptions unless the lost hours from APOD exceeds fifteen (15) percent of the scheduled base unit hours for the month provided under this agreement."

Using the information provided in the RFP as a guide (81,128 transports in 2022 and a maximum allowable UHU of .500), the selected Proposer would be required to donate a minimum of over 2,000 Unit Hours per month to local hospitals with transfer of care delays before being able to qualify for an exemption. Please consider revising this requirement so that the selected Proposer does not have to donate its resources to the hospitals in order to provide service to the public in Contra Costa County.



Section 7.7: Penalty Provisions For Ambulance Response Time Performance. The subsection labeled, "Incentive for Superior Clinical Performance," in Section 7.7: Penalty Provisions For Ambulance Response Time Performance states that, "should the selected Proposer provide clinical performance above the base standards as outlined in this RFP, LEMSA may, at its option, reduce or eliminate damages for the month as described."

Please explain how the selected Proposer could eliminate "damages" with clinical performance as described since Section 5.2: Clinical Performance Measurement of this RFP draft states, "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."

Section 8.1, Community Engagement, states-" Selected Proposer will commit \$100,000 annually to identify geographical areas that have less AED coverage and place AEDs annually in those areas."

Can the County expand on the geographic areas and why is this required?

Additionally, the "Selected Proposer will support Richmond Fire Department elevate to ALS level of service and when Richmond Fire becomes ALS, response time requirements will decrease in Zone A from 10:00 to 11:45."

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. "Can the County please change this requirement to a reasonable amount of time such as within 48 hours during normal business hours?"

Section 8.4, Employee Safety and Wellness, states-"The selected Proposer shall have an employee wellness program and health screenings..."

Can the County please further describe health screenings?

Section 8.5, Internal Risk Management states- "Gathering safety information as required by law."

Can the County please further define what this means for risk management?

Section 8.7, Key Personnel, states-"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."

Section 9.3, Patient Charges and Revenue states-"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." "Notwithstanding anything in this section, a rate increase request greater than ten percent (10%) will require Board of Supervisor approval."

Not having predetermined rate increases on an annual basis leads to uncertainty and lack of system financial sustainability. The current contractual terms establish an annual rate increase that shall be approved by the board and provides for the contractor to appropriately navigate the complexities of fiscal sustainability. Can the County please utilize the current process, as outlined in the current Emergency Ambulance Services Contract, for annual rate increases that "shall" be approved by the board subsequent to a predetermined rate increase formula?

Section 10.8. General Requirements, Allowances, Restrictions (Subcontracting) states-"
Selected Proposer may not use any subcontractor to perform any of selected Proposer's
obligations under this Contract unless (a) selected Proposer has obtained the prior written
consent of LEMSA to the use of the subcontractor, and (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. LEMSA shall be deemed to be a
third-party beneficiary of any such agreement between selected Proposer and a permitted
subcontractor. 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."

Can the County please clarify the following-

Does this section mean the current agreement between the CCCFPD and AMR must have prior approval to submit a bid? CCCFPD has been the current provider for the past 10 years. Why does the LEMSA need to be named as a third-party beneficiary to an agreement when they are the regulatory agency?

Does this section include "any" subcontractor agreements such as medical supplies? Billing?

Section 10.8, Observation and Inspections, states-" 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."

Can the County please adopt a more reasonable timeline for all provisions of this section such as 48 hours or greater? Current contractual language with the CCCFPD in is workable and feasible for a proposer. The "at any time and without notification" component is not reasonable, particularly in regards to riding as a third person in an ambulance.

Section 11.1, System Integration, states- "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, the selected Proposer, and the County. "

Can the County please define what "provide additional accountability" means? Can the County please expand on what they are looking for from proposers to comply with this section?

Section 11.2, System Innovation, states-"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.

Can the County please expand and/or provide examples of what they are looking for in this

Section 12.1, Definitions, states-"Unit Hour Utilization (UHU) - 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).

Can the County please provide a more comprehensive definition of UHU for this proposal?

There is an item on the scoring sheet worth 10 points (Mentally disordered transport plan), but it's not mentioned anywhere else in the RFP content.

Can the County please provide this content?

The Table of Contents (TOC) says that section 8.8 is "performance security". The scoring sheet lists 8.9 as performance security but the RFP instructions describe the performance security section in section 9.8.

Can the County please clarify this numbering system?

There are many discrepancies between the numbering of the Mandatory TOC, Scoring sheet, and RFP Content. Page 21 of the RFP states, "The response should contain the requested information organized by the prescribed section and subsection numbers and titles." When the numbers don't match, which numbering should we use? The mismatching starts at TOC 2.9 with Minimum qualifications (which is 3.1 in the RFP content), and from there, every item is off by 1 (i.e. TOC: 3.2 Services description, RFP section: 4.2 Services description).

Can the County please provide answers to the numbering discrepancies within this proposal?

Sections 2 and 3 of the TOC are both labeled Willimitum Qualifications. Are those meant to be separated by the same name?

Can the County please provide direction(s) for this section?

Continuing education is listed twice - in items 4.1 and 4.7. or the 100, and in the NFF content, it is described in section 5.6

Can the County please clarify this content in the proposal?

There are two item 6.2's on the scoring sheet. One is the Mentally Disordered Transport Plan, and the other is the Critical Care Transport Plan. There is no content in the current draft detailing what is required for either item.

Can the County please identify these and provide content in the proposal for proposers?

In section 3, proposal instructions, it states, "Financial elements and proposed ambulance rates shall not be mentioned in any other section of the Proposal." But section 11 of the TOC is "Financial documentation and proposed pricing."

Can the County please provide directions for this section? What goes into this section if we are to omit any financial elements?

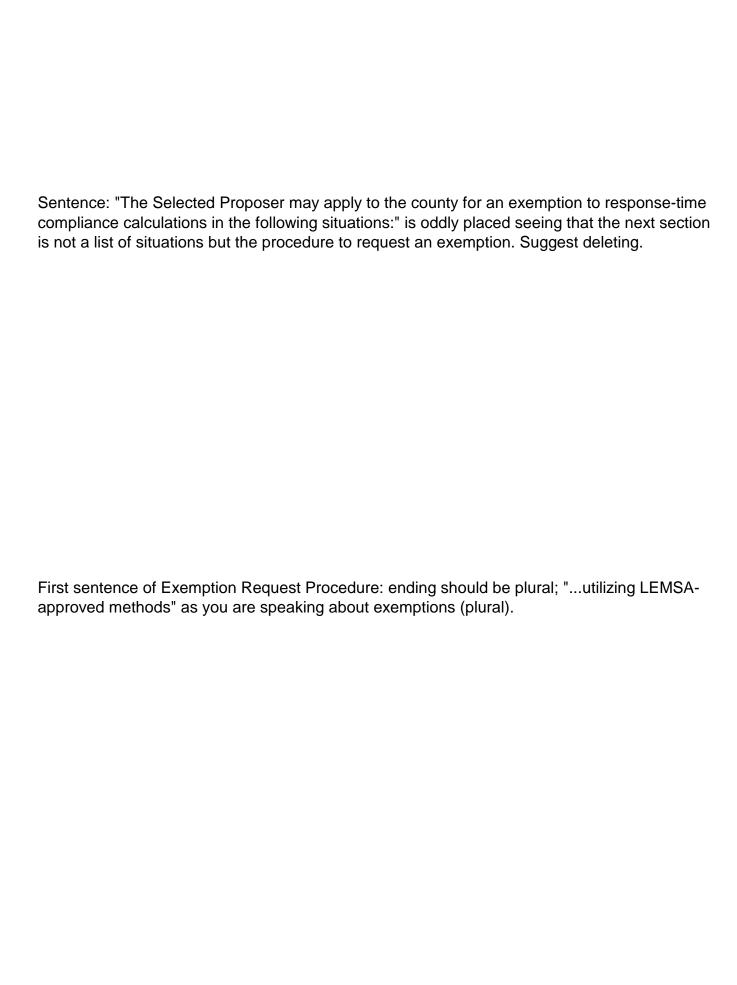
Page 21 of the RFP states, "Attachments not included in the binder should be clearly labeled according to the sections and titles provided." Page 22 states, "Any exhibits or attachments should be incorporated into a supplemental "reference document," which is to be in a separate binder from the narrative of the Proposal." These statements indicate we will be submitting binders, but on page 20, it says "hard-copy submissions will not be accepted." Can the County please verify what is to be submitted- hardcopy or electronic? Can the County please clarify the submission instructions?

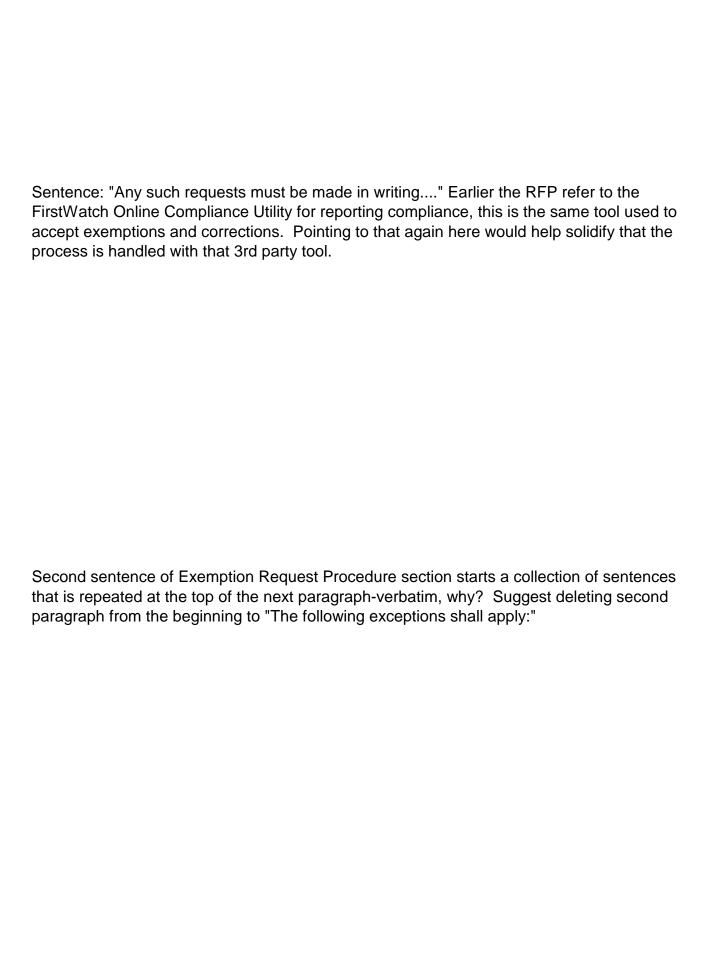
On page 116 which states, "The narrative portion of the Proposal shall be limited to one hundred (100) pages, excluding title pages and dividers."

Can the County please clarify if this also excludes or includes the Mandatory TOC?

Appendices 9, page 124: The intent to Respond Letter indicates a "letter of intent to respond to the RFP for the Exclusive Ambulances Services Provider for the Merced County, California Exclusive Operating Area"
Can the County confirm that any bidder should replace Merced County with Contra Costa County?
Appendices 13, page 138: The provisions for fairness in government/private competition describes what the residents of Santa Barbara County deserve.
Can the County confirm that the provision for fairness in government/private competition is intended to apply to the residents of Contra Costa County as well?
Time intervals. Start clock appears to be defined as alert received by the county designated comms center. Is there a way to include some way for the time from dispatch to get enough information to dispatch resources? Give dispatch time not included in the response?

There is no prescription for how or when CAD information is reported to FirstV While it prescribes usage of the OCU to document and report to the LEMSA, i anything specifically about how this data populates the OCU.	
Currently there is a cap on how many redirects can happen for a reassignment cap in the RFP.	t. There is no



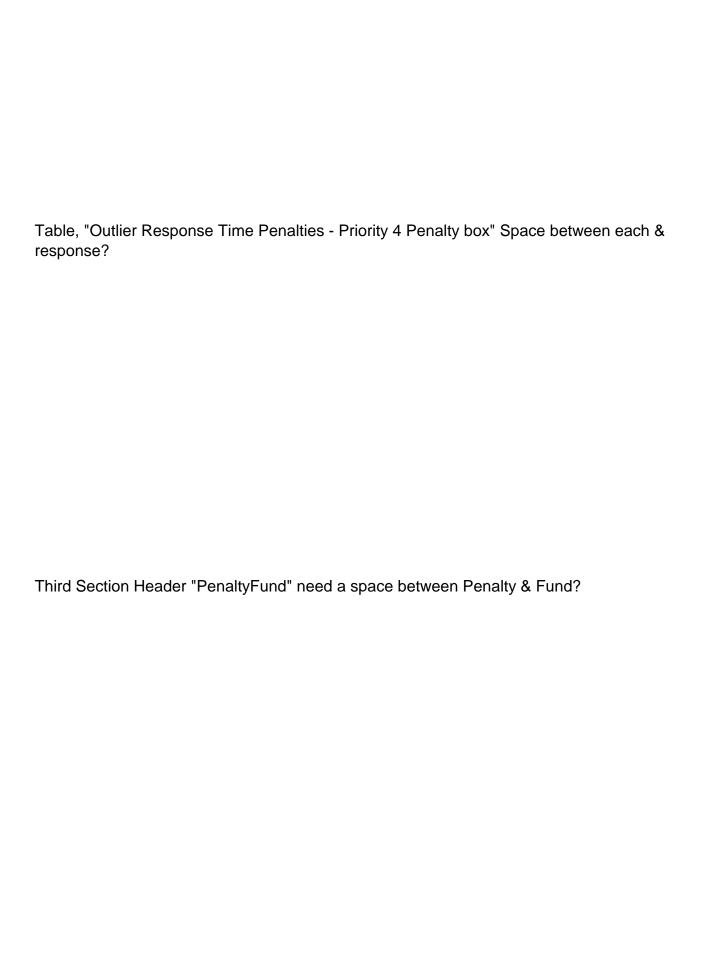


The bulleted list that follows "The following exceptions shall apply:"

First bullet - this is not an exception reason and may be better placed in the paragraph above or deleted as it is not clear what this sentence means.

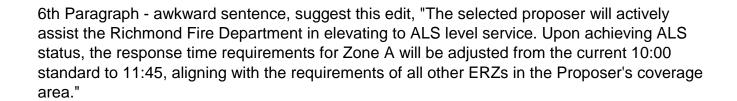
Third bullet - this is not an exception reason but is a reason for why an exception would not be granted and may better be incorporated in the paragraph above, "Compliance due to unusual factors beyond the selected Proposer's reasonable control..." by illustrating that these are not examples of causes the LEMSA believes are within the Proposer's control. If this item is to remain in the bulleted list, suggest moving to the bottom of the list.

Second section, "Failure to provide data to determine compliance". This seems like another place to insert that the FirstWatch Online Compliance Utility Tool and it's processes are how this information will be collected and adjudicated.



Forth Section "Phase-in of Penalty Provisions" maybe a whole quarter is a more rounded and better place to start calculating compliance rather than 2 months. More data to allow analysis of effectiveness of operations could be helpful to the Proposer.
Sixth section, "Incentive For Superior Clinical Performance" This should be more flushed out with timeline and specifics, it's very very vague.

Seventh section should be moved earlier in the whole part of the document.
5th Paragraph - awkward sentence - add specifics, suggest: "The selected proposer will allocate \$100,000 annually to identify and address gaps in AED coverage throughout the county. These funds will be used to conduct a detailed analysis of geographical areas with inadequate AED access, purchase new AED units, and strategically place them in prioritized underserved locations in collaboration with local stakeholders. This approach ensures both equitable distribution and effective use of resources to enhance community safety."



1st word of 1st sentence, capitalize "selected."

The first sentence of this section is too vague. Suggest: "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."

Bring language from page 78 regarding OCU to this section. In that language remove "/FirstPass". The name of the company is not FirstWatch/FirstPass.

2nd subheading - "Essential Patient Care Record (PCR)..." Remove (PCR) acronym from the heading for clarity. It is not used in the section and a similar acronym is introduced in the first 1st Paragraph of 2nd subheading - "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." Not sure how this not capitalized sentence is applicable under the Essential PCR and Assignment data heading. As

2nd Paragraph of 2nd subheading - "...is obligated to enforce suitable ...HIPAA Security Rules". This is a substantial point and shouldn't be buried in this paragraph and should stand on it's own. Should also include language more broadly about patient data safeguards. Suggest: "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."

Subheading Quality Processes and Practices - awkward sentence structure suggest, "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 stakeholders and should cover prospective, concurrent, retrospective, and reporting/feedback mechanisms as outlined in the County EMS Quality Improvement Program Plan.

Last sentence before the bulleted list that follows "This involves:" end the sentence with "including:" and remove "This involves:"

11th bullet: suggest "...following a Just Culture framework."

Top of page 44 - Sentence before bulleted list, suggest adding word: "Clinical Compliance thresholds will be defined as:"

Page 45 - 5th paragraph: There seems to be a contradiction here. "...eligible for financial credit as long as no single single metric is below the level 1 threshold." It goes on to say, "A financial credit will be applied for each clinical bundle whose weighted average..." Is it all metrics/bundles or each? This is confusing, the examples later don't help, the RFP should be clearer on this here and in the examples on Pg 47 and 48.

Clinical Performance measurement should somehow discuss how/where indicators will be captured. Build this idea out 6.5 in by pointing back to this section.

We recommend the RFP establish an implementation timeline of at least six months from the date an agreement is fully executed by the Board of County Supervisors. This timeframe is critical for thorough preparation, including staffing, equipment procurement, and operational readiness, ensuring a smooth transition and the delivery of uninterrupted, high-quality emergency services to the community.

It is also important to consider the potential impact of protests and legal challenges on implementation schedules. Examples of such challenges include Maui and Kaua'i Counties, Sonoma County, Santa Barbara County, San Bernardino County, the City of San Diego, and the City of Colorado Springs. In both San Diego and Colorado Springs, initial protests led to the cancellation and reissuance of RFPs, only for the subsequent RFPs to be protested again. These cases highlight the complexities and delays that can arise during the contract award process and underscore the importance of designing a resilient RFP framework.

We encourage reviewing the specifics of these protests, including the associated talking points and outcomes, to help inform a more robust and defensible RFP process. This proactive approach can help mitigate risks, ensure continuity of services, and promote a fair and efficient contracting process.

Thank you for your attention to this critical aspect as you finalize the RFP.

We recommend reconsidering the proposed percentage-based methodology for the annual contract fee outlined in Section 1.7. While we fully support reimbursing the County for administrative, regulatory, and quality improvement costs, we encourage the adoption of a fixed annual fee structure.

A fixed fee provides greater clarity and ensures alignment with the actual costs incurred by the Local Emergency Medical Services Agency (LEMSA). Additionally, this approach helps to ensure compliance with anti-kickback statutes by establishing a transparent and consistent reimbursement amount that is directly tied to the County's documented expenses.

\$15M is quite high in comparison to other systems of the similar size. To keep the cost of maintaining bonds low, would the county consider a lower bond requirement?

We recommend the RFP include or make available detailed response and transport data to support accurate deployment modeling and cost analysis. Access to comprehensive data ensures that all bidders can develop informed, effective operational plans tailored to the unique needs of the County.

Specifically, we would recommend the inclusion of the following data points for all 2023 and 2024 responses and transports in Excel format:

Incident number

Ambulance unit number

Date, time of day, and day of week

Dispatched time, en route time, on scene time

Address or latitude/longitude for incident location

At patient time, scene departure time, at hospital time

Address or latitude/longitude for drop-off location

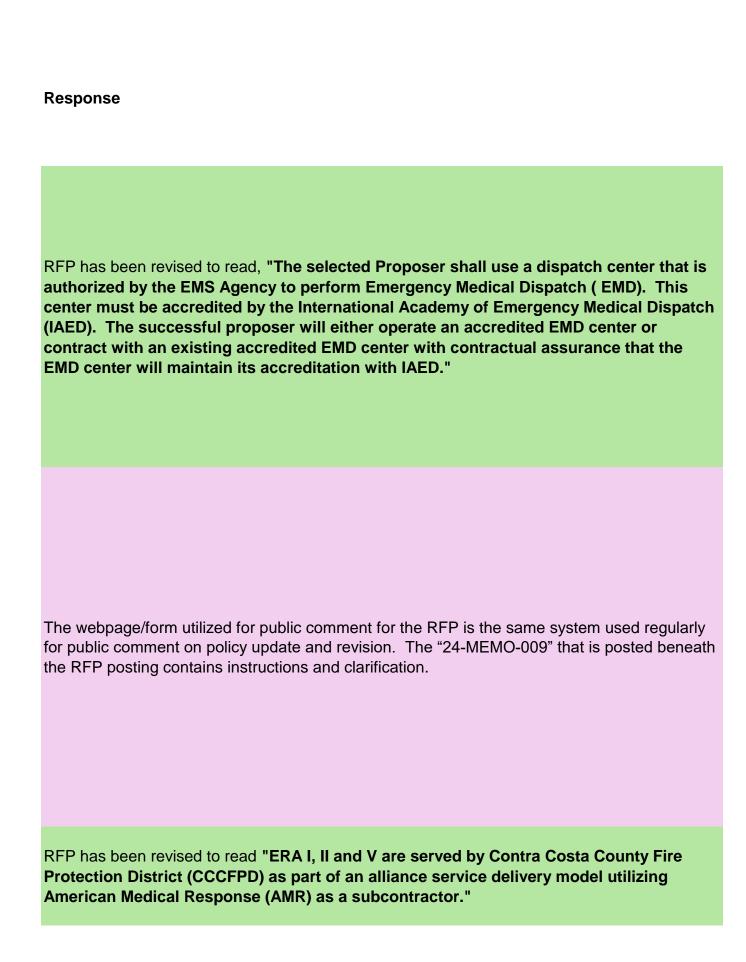
Transfer of care time and available time

Alarm to en route interval time and en route to on scene interval time

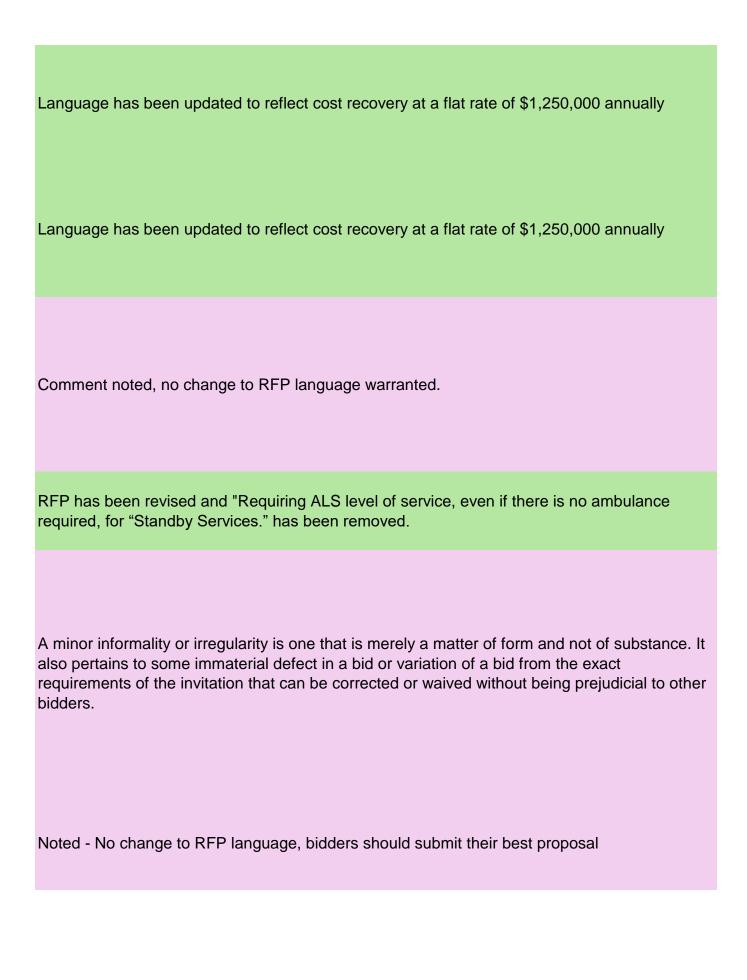
Passing the RFP cost onto the winning bidder has not been a standard LEMSA practice. The contractor will have no control of this expense and it will need to be added into the startup budget, raising the proposed commercial rates even further. Would the county consider taking all or a portion of this cost as a LEMSA function?

With LEMSA collecting % of net collections (pg. 12), LEMSA in full control of System Management Changes (pg. 55), LEMSA with full ability to change/alter all clinical penalties and have final decision on any exception request (pg. 43 & 52), the LEMSA Director having final authority to set the CPI rate adjustment (pg. 88), and many other lines of ultimate decision making power, has LEMSA evolved from administering the ambulance transport contract and providing oversight to essentially directing any selected proposer on specifically how to operate? Can Contra Costa County expand on the apparent increase in power to a subsection of one of their departments?

Is 150% of peak deployment a deterrent for an ambulance provider to add ambulances or supervisors to the system. For every 2 additional ambulances a provider would want to add into the system, they'd have to purchase 3, 2 for the streets and an additional 1 to sit idle. That seems like a deterrent to adding more ambulances to the system. Can the RFP writer expand on this?



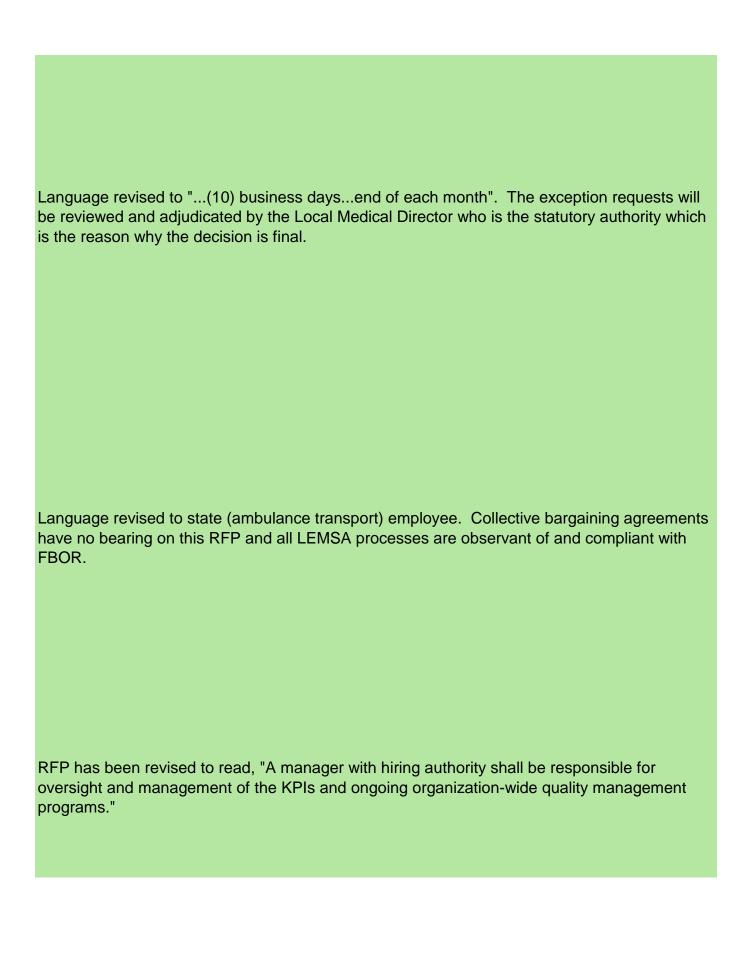
The language cited in the comment appears to be under section 1.4. This contract is not subsidized by the county, please reference the bottom of section 1.4 "No Subsidy System"
RFP has been revised to read "in ERA's I, II and V, Contra Costa County Fire Protection District (CCCFPD) is the provider of record and transport services are subcontracted to American Medical Response (AMR) as part of an alliance service delivery model.
Language has been updated to reflect cost recovery at a flat rate of \$1,250,000 annually
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The 100-page limitation for the proposal does not include the necessary pages for the TOC.
Proposers should submit the type of summary that organizations generally put into audit reports.
RFP revised and this sentence has been removed.
Formatting revised
RFP revised and this sentence has been removed.
RFP revised and the LEMSA will reserve discretion but will communicate and navigate transparently and in collaboration with the selected proposer. "Penalty amounts" will be stricken from the RFP
Clinical excellence will result in a financial credit towards any same month response compliance penalties but not vice versa. No change to language in section.

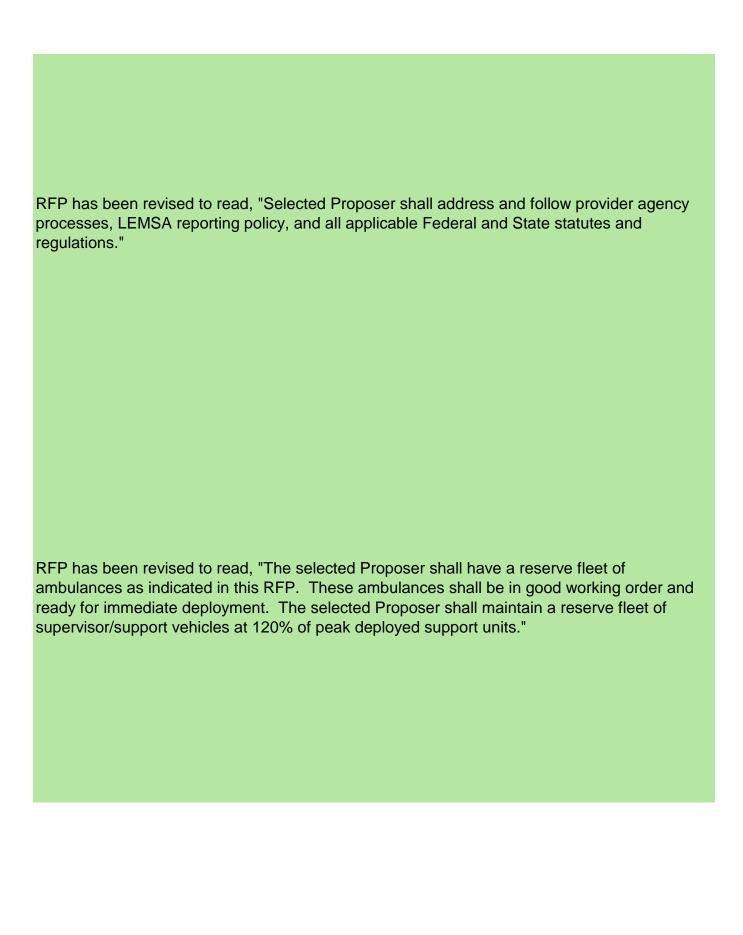
Historical data suggests that 100 patient encounters will be achieved each month in each measure. However, if there are not 100 patient encounters in any measure, that measure will not be assessed until 100 encounters are achieved AND there will be no assessment until parties engage collaboratively.
RFP has been revised to read, "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."

RFP updated to remove the term damages		
Language in comment has been deleted.		



The intent of this section is to communicate the required LEMSA notification process, not to limit the Selected Proposer's ability to asjust their deployment practices. This section explains this in greater detail where it reads, "The LEMSA shall not unreasonably withhold approval of a selected Proposer's requested change. Periodic and temporary changes to coverage and deployment plans will be at the discretion of the selected Proposer in accordance with LEMSA policies."
Visibility, collaboration, and sustained continuity of communication with the selected proposer is the LEMSA objective. "The LEMSA shall not unreasonably withold approval" has been deleted.
RFP has been revised, and "Field response component" and the bullet point below that read, "Includes weekly report" have been removed.

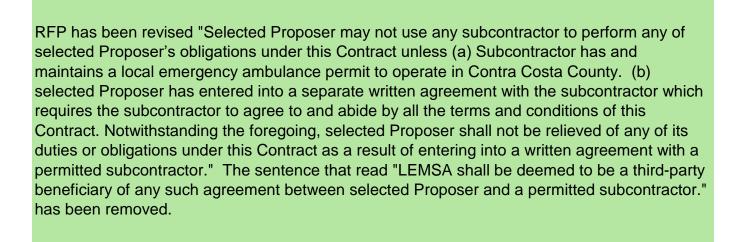
RFP has been revised to read:
"Ambulances shall be limited to a maximum mileage of 300,000 miles; in the event there are delays in end-stage ambulance manufacturer or remounting production time, the selected Proposer can request an exception from LEMSA that includes documentation of regularly scheduled maintenance performed and documentation of delays from the manufacturer."
"Supervisor and other support vehicles shall be limited to a maximum of 250,000 miles."
The requirement that read: "No more than 50% of the ambulance fleet shall have over 100,000 miles at the start of the contract." has been removed
"Selected Proposer shall maintain a fleet of ambulances that meets or exceeds 120% of the peak level of deployment."
Revised to read "120%"



RFP has been revised with the current contract response time measurement methodology
Language revision: language in comment has been replaced with "APOT exemptions will default to current contract compliance process unless/until APOT exemption evolves collaboratively with selected proposer and LEMSA."

RFP updated to remove the term damages
Language revision: "eliminate" has been removed from RFP language.
These sections have been updated. It is the burden of the proposer to submit a proposal that meets the objectives of the RFP.

Noted - This can be achieved with a call back only by a management designee. Any needed follow up can occur by the end of next business day.
It is the burden of the proposer to submit a proposal that meets the objectives of the RFP.
"Gathering safety information as required by law." means following applicable laws.
Not a separate position: "The selected Proposer shall designate FROM AMONG its emplyoyees"
RFP language replaced with language from current contract



Comment is noted, no change to RFP language.
Revision: "the selected proposer" removed from sentence referenced. "Provide additional accountability" means that the selected proposer will ensure they are accountable to all partners/stakeholders. The County is looking for proposers to propose how they will innovate within the system to improve patient outcomes, access to care, ovwerall EMS System performance and other system aspects.

RFP has been revised to read, "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."
These items have been removed.
RFP numbering convention has been revised
RRP numbering convention has been revised.
RFP Mandatory Table of Contents numbering and section titles has been revised.
RFP numbering and section titles have been revised.

RFP has been revised and this has been removed
The proposed pricing references the compensation data in the Appendix that each Proposer completes. RFP has been revised to make this more clear.
RFP has been revised, and references to binders have been removed.
The 100-page limitation for the proposal does not include the necessary pages for the TOC.

RFP revised to read, "Letter of Intent to Respond to the RFP for the Exclusive Ambulance Services Provider for the Contra Costa County, California Exclusive Operating Area."

RFP revised to read, "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."

RFP has been revised to read, "
7.4RESPONSE TIME MEASUREMENT METHODOLOGY RESPONSE TIME CALCULATION

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: On a monthly basis, CCCEMSA shall use Response Time data from Contractor'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.

•Response Time Area Subsets. Response Times will be measured for all responses within each ERZ in Contractor's Service Area, and are grouped by priority level. The different density

TIME INTERVALS

For the purposes of the Agreement, response times shall be measured from the Time Call Received.

areas within each ERZ will be grouped for compliance Response Time measurement.

- •Time Call Received" means the earlier of: the time when an Emergency Medical Dispatch Center that directly dispatches the Ambulance receives adequate information to identify the location of the call and the priority level, and dispatches the call; and the time when an Emergency Medical Dispatch Center that directly dispatches the Ambulance receives adequate information to identify the location of the call and the priority level, and resources have been assigned, plus thirty (30) seconds.
- •Arrival On Scene Time. For all requests for service, the term "Arrival On Scene Time" means the moment the first Emergency Ambulance arrives and stops at the exact location where, the ambulance shall be parked while the crew exits to approach the patient, and notifies the Emergency Medical Dispatch Center that it is fully stopped; provided, that in situations where the Emergency Ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities

In section 7.7 PENALTY PROVISIONS FOR AMBULANCE RESPONSE TIME PERFORMANCE, there is a subsection titled "ONLINE COMPLIANCE UTILITY", and that section explains how CAD information is reported to the First Watch Online Compliance Utility (OCU). It reads, "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."

In section 7 – RESPONSE TIME PERFORMANCE STANDARDS & PENALTIES, subsection titled "RESPONSE TIME CALCULATIONS" describes "when CAD information is reported to First Watch's OCU. It reads, "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."

Comment noted. Responses with multiple redirects will be handled on a case-by-case basis, as part of the compliance process.

RFP has been revised and this sentence "The selected Proposer may apply to the County for an exemption to response-time compliance calculations in the following situations." has been removed.
RFP has been revised to read, "It is the selected Proposer's responsibility to apply to LEMSA for an exception to a required response time, utilizing LEMSA-approved methods."

RFP has been revised, to read "As previously described, 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.", at the end of the paragrapgh under the EXEMPTION REQUEST PROCEDURE subsection.	
RFP has been revised and this duplicate paragrapgh has been removed.	

RFP has been revised, and the sentence that reads, "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." has been relocated to the paragrapgh above the bullted list and before the sentence that reads, "
Comment noted, the RFP already states that FirstWatch will be utilized for all response time related elements. It is the Proposer's responsibility to ensure their proposal complies with the specifications in the RFP.

RFP has been revised, and a space added in-between "each" and "response".	
RFP has been revised and a space added in-between "PENALTY" and "FUND".	

Comment noted - no change warranted
Please review section 5 that elaborates on mechanics of clinical performance as they apply to penalty credits

Comment noted - no change warranted.
Language updated to read: "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."

Language updated to read: "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."
RFP has been revised, and "Selected" has been capitalized.
Language updated to read: "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."
RFP has been revised, and the word "FirstPass" has been removed. It should be noted that in section 1.5. EMS SYSTEM OVERVIEW, subsection DATA AND EDUCATION MANAGEMENT TOOLS, the RFP states "First Watch 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)." It is the Proposer's responsibility to be familiar with and ensure their proposal coomplies with the technologies used by the LEMSA that are described in this RFP.
Comment noted - no change warranted
Revision: Capitalization of "Selected"

Suggested language adopted Multiple comments noted - some language adopted/revised	
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Multiple comments noted - some language adopted/revised	

Comment noted - no change warranted	
Language has been updated to reflect cost recovery at a flat rate of \$1,250,000 annually	

Language changed to \$5M bond
The LEMSA understands that data is vital to any proposer to be able to prepare a realistic proposal. The LEMSA will not attempt to determine what data is most important to any proposer and believes proposers must have as much flexibility in analyzing data as possible. Therefore, to give proposers as much control over data analysis as possible, the LEMSA will provide historic response and transport data in the form of a Microsoft Excel® spreadsheet to entities that submit a formal Letter of Intent to Bid.
This is a practice that has been used in EMS procurements throughout CA, including in the 2015 Contra Costa County, CA RFP, page 54, which reads, "Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities (Plan B only). For Plan B of this Service Plan, the Contractor will reimburse the LEMSA for a portion of its expenses related to conducting this procurement, monitoring and managing the Agreement, provision of medical direction and conducting periodic procurements. An annual amount will be assessed based on the LEMSA's costs for the previous fiscal year.

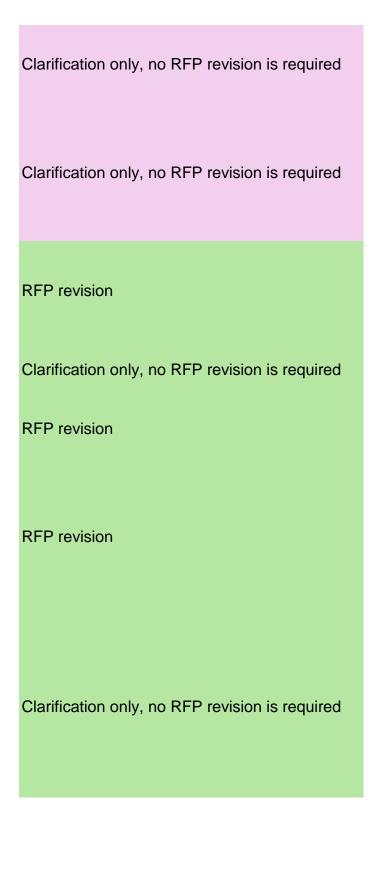
Language has been revised for most of the sections referenced.
The RFP has been revised so that the Selected Proposer shall maintain a reserve fleet of ambulances, supervisor/support vehicles at 120% of peak deployed units.

Response Type

RFP revision
Clarification only, no RFP revision is required
RFP revision

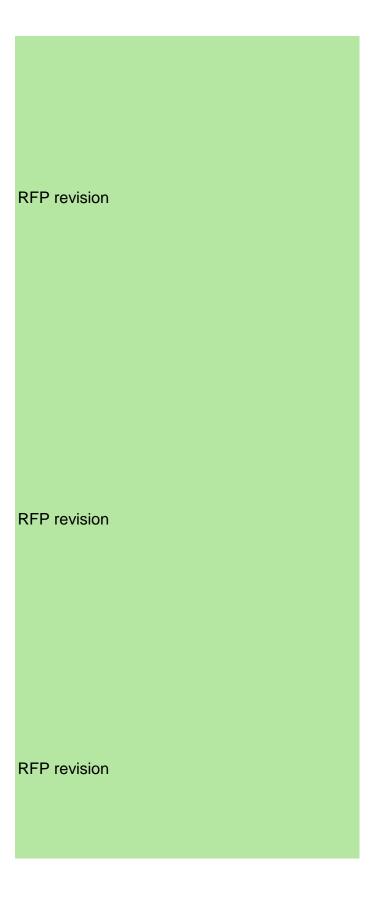
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Clarification only, no RFP revision is required
RFP revision





Clarification only, no RFP revision is required
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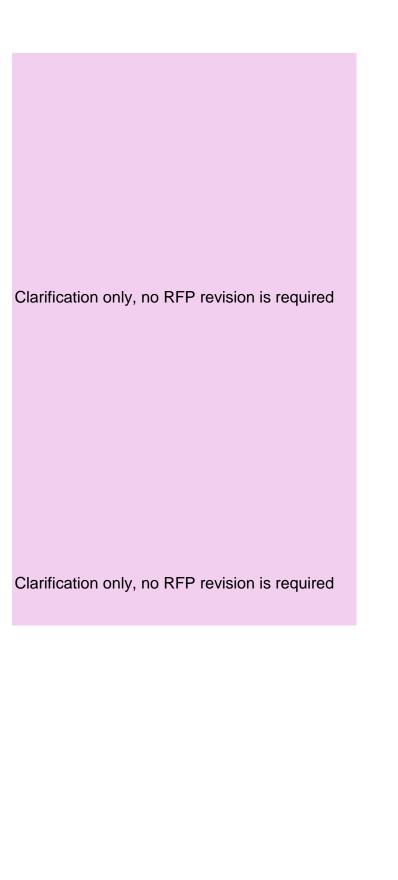




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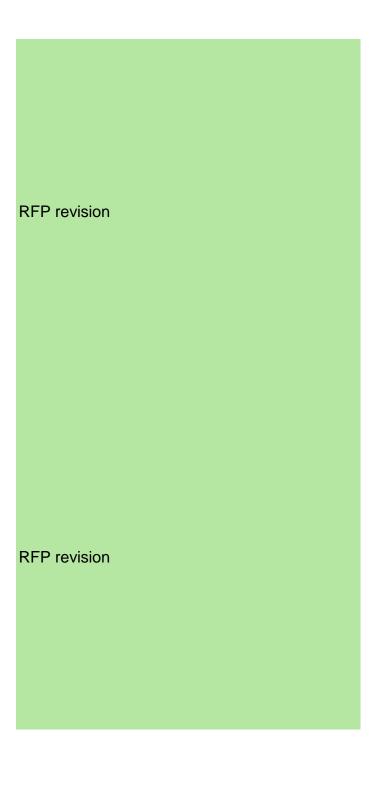
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Clarification only, no RFP revision is required
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Clarification only, no RFP revision is required
RFP revision







RFP revision

Legend

Green Highlights = RFP Revision

Yellow Highlights = County Counsel Input Needed

Purple Highlights = Clarification Only, No Revision Required