

REQUEST FOR PROPOSAL #952-4370

December 19, 2006

**Request for Proposal
Designated Emergency Medical Services Provider Agency**

The following procedural requirements constitute a summary and not an exclusive list of terms and conditions for complying with the procurement process. Bidders are advised to carefully review this Request for Proposal (RFP) for a more complete statement of such terms and conditions. All contacts with the County of Fresno shall only be made with or through Gary W. Parkinson, Purchasing Supervisor (or such other person designated by the County Purchasing Manager) and the Procurement Coordinator for this project, at (559) 456-7110 -- Address: 4525 E. Hamilton Avenue, Fresno, CA. 93702 -- Fax: (559) 456-7831.

Questions or suggested changes to the Request for Proposal shall be delivered to the Procurement Coordinator, in writing, by not later than 2:00 p.m., local time, on December 29, 2006. Such written materials will be distributed to all attendees of the pre-bid conference.

A pre-bid conference will be held to answer any questions regarding the proposed procurement process. The conference will be held on January 8, 2007, at 9:00 a.m., local time, at the Fresno County Woodward Park Regional Library at 944 East Perrin Avenue, Fresno, CA, 93720. Attendance at the pre-bid conference is mandatory for any person or organization desiring to submit a proposal for this procurement process (The Procurement Coordinator may grant relief from the mandatory attendance at the pre-bid conference to bidders that demonstrate to the satisfaction of the Procurement Coordinator that their failure to attend such conference was due to a cause beyond their control). Any changes to the Request for Proposal resulting from the pre-bid conference will be made by written addendum and issued to each person or organization to which the Request for Proposal is issued *and* which attend the pre-bid conference.

Bidders must deliver a non-binding letter of intent to participate in the procurement process to the Procurement Coordinator by not later than 2:00 p.m., local time, on January 12, 2007 utilizing the form included in this Request for Proposals.

The bidder's credentials documentation, the bidder's proposal to conduct the services, and the bidder's price sheet, bidder's budget information, and bidder's security as defined in this procurement process, must be delivered to the County Purchasing Department by no later than the hour of 2:00 p.m., local time, on January 29, 2007. Complete proposals must be delivered to the County Purchasing Department, at 4525 East Hamilton Avenue, Fresno, California, 93702.

One (1) original and twenty (20) copies of the bidder's credential documentation and bidder's proposal shall be submitted in a sealed package by each bidder. The bidder shall additionally submit one (1) original and one (1) copy of the bidder's price sheet, and one (1) original and one (1) copy of the bidder's budget information. Such documentation of pricing information and bidder's budget information shall be separately

sealed and identified according to the procedures of this procurement process. In addition to the aforementioned documents, the bidder shall submit its bidder's security. All such documents will become the sole property of the County of Fresno and will not be returned.

The County, including the EMS Agency, reserves the right to reject any and all proposals and to waive any and all informalities, irregularities and defects in credentials/proposals, price sheets and budget information submitted. Incomplete or non-responsive proposals may be rejected. No extensions of any submission deadlines will be allowed without the written authorization of the Procurement Coordinator.

TABLE OF CONTENTS

I.	OVERVIEW OF PROJECT.....	1
A.	PARTIES TO THE PROCUREMENT PROCESS	1
B.	PROVIDER RESPONSIBILITIES	1
C.	INNOVATION AND FLEXIBILITY	2
D.	RESTRUCTURED COMPETITION.....	2
E.	REQUEST FOR PROPOSALS.....	3
II.	PERFORMANCE STANDARDS.....	6
A.	OVERVIEW.....	6
B.	PERFORMANCE AGREEMENT	8
C.	OVERVIEW OF CONTRACTOR’S RESPONSIBILITIES	10
D.	COUNTY AND EMS AGENCY RESPONSIBILITIES.....	13
E.	CLINICAL LEVEL OF SERVICES	15
1.	<i>Paramedic Scope of Practice</i>	15
2.	<i>EMT-I Scope of Practice</i>	15
3.	<i>Additional Expansion of Practice by EMS Personnel</i>	16
F.	SCOPE OF THE EXCLUSIVE OPERATING AREA	16
1.	<i>Limited Exceptions to the EOA</i>	17
2.	<i>Inherent Potential Limitations to the EOA and the Agreement</i>	18
G.	GEOGRAPHIC AREA OF THE EXCLUSIVE OPERATING AREA	19
H.	EXPANSION OF THE EOA	20
I.	USE OWN EXPERTISE AND JUDGMENT	22
J.	ESTIMATED BUSINESS VOLUME	22
K.	AMBULANCE STAFFING.....	22
L.	DEPLOYMENT OF AMBULANCE UNITS AND SYSTEM STATUS MANAGEMENT PLAN	24
1.	<i>System Status Management Plan</i>	24
2.	<i>Unit Hour Utilization and Personnel Scheduling</i>	25
3.	<i>Initial System Status Management Plan</i>	25
M.	RURAL-BASED AMBULANCE UNITS AND BACK-UP AMBULANCE COVERAGE	26
N.	INSTANT AID AND MUTUAL AID REQUESTS.....	27
O.	DISPATCH CENTER OPERATION.....	28
1.	<i>Overview of EMS Communications Center Operations</i>	28
2.	<i>Dispatch Documentation</i>	32
3.	<i>Staffing</i>	32
4.	<i>Access Mechanisms</i>	35
5.	<i>Computer Assisted Dispatch (CAD)</i>	35
6.	<i>EMS Agency and County Staff at the EMS Communications Center</i>	36
7.	<i>Facilities and Equipment</i>	36
P.	RESPONSE PERFORMANCE STANDARDS AND REQUIREMENTS	36
1.	<i>Priorities of Response</i>	38
2.	<i>Response Times for Requests Which Prompt an Immediate or Urgent Dispatch (Priorities 1-4)</i>	41
3.	<i>Response Times for Requests Which Prompt a Scheduled Dispatch (Priority 5)</i>	42
4.	<i>Performance Indicators for Alerting and Initiating Response</i>	42

5.	<i>Suspension of Low Priority Responses</i>	43
6.	<i>Referral of Calls and Dispatch Delays</i>	43
7.	<i>Response Zones</i>	44
8.	<i>Metropolitan/Urban Response Time Performance</i>	44
9.	<i>Rural Response Time Performance</i>	46
10.	<i>Remote/Wilderness Response Time Performance</i>	46
11.	<i>Rural and Remote/Wilderness Compliance Measurement Criteria</i>	46
12.	<i>Equality Among Neighborhoods</i>	47
13.	<i>Area Familiarization</i>	47
14.	<i>Scheduled Requests</i>	47
15.	<i>Response Calculations Regarding Downgrades/Upgrades</i>	47
16.	<i>Delayed Responses Cancelled Prior to Arrival</i>	48
17.	<i>Delayed Response Documentation</i>	48
18.	<i>Exemptions to Response Time Performance Standards and Requirements</i>	49
Q.	LIQUIDATED DAMAGES FOR FAILURE TO MEET MINIMUM PERFORMANCE STANDARDS	51
1.	<i>Individual Priority 1 and Priority 2 Responses</i>	52
2.	<i>Individual Priority 3 and 4 Responses</i>	52
3.	<i>Individual Priority 5 Responses</i>	52
4.	<i>Individual Excessive Delay on a Cancelled Response</i>	52
5.	<i>Monthly Performance for Combined Priority 1 and 2 Responses</i>	53
6.	<i>Monthly Performance for Priority 3 and 4 Responses</i>	53
7.	<i>Monthly Performance for Priority 5 Responses</i>	53
8.	<i>BLS Unit Response</i>	53
9.	<i>Failed Response</i>	54
10.	<i>Dispatch staffing</i>	54
11.	<i>Failure to Properly Staff the EMS Communications Center</i>	54
12.	<i>Dispatch Performance</i>	54
13.	<i>Failure to Properly Staff an Ambulance Unit</i>	55
14.	<i>Failure to Properly License an Ambulance Unit</i>	55
15.	<i>Failure to Properly Equip/Supply an Ambulance Unit</i>	55
16.	<i>Failure to Furnish Required Documentation</i>	55
17.	<i>Minor Breach</i>	55
18.	<i>Modification of Liquidated Damage Amounts</i>	56
19.	<i>Authority to Impose and Collect Liquidated Damages</i>	56
20.	<i>Payment of Liquidated Damages</i>	56
21.	<i>Appeal of Liquidated Damages</i>	56
22.	<i>Liquidated Damages Suspended for Start-Up Period</i>	57
R.	AMBULANCE VEHICLES	57
S.	AMBULANCE VEHICLE FLEET REQUIREMENTS	58
T.	AMBULANCE AND EMERGENCY VEHICLE REPLACEMENT	58
U.	FUEL AND LUBRICANTS FOR AMBULANCES AND EMERGENCY VEHICLES	58
V.	VEHICLE MAINTENANCE PROGRAM	58
W.	ON-BOARD EQUIPMENT AND SUPPLIES	59
1.	<i>Paramedic Drug and Solution Inventory</i>	59
2.	<i>Resupply</i>	59
3.	<i>Installing and Debugging Equipment and Software</i>	59
4.	<i>First Responder Resupply</i>	60
X.	INTEGRATION OF SERVICES	61
Y.	COMMITTEES	61

Z.	ASSISTANCE TO FIRST RESPONDER SERVICES	61
1.	<i>Stock and Resupply Program</i>	61
2.	<i>Paramedic Assist Training</i>	62
3.	<i>First Responder Assistance during Transport</i>	62
AA.	CONTINUOUS QUALITY IMPROVEMENT	62
1.	<i>Quality Improvement</i>	63
BB.	INQUIRIES AND COMPLAINTS	66
CC.	DISASTER RESPONSE	66
DD.	DISASTER RESPONSE VEHICLE	68
EE.	FIELD SUPERVISOR	69
FF.	ADVANCED LIFE SUPPORT (PARAMEDIC) TECHNICAL RESCUE TEAM	69
1.	<i>Staffing</i>	70
2.	<i>Training</i>	70
3.	<i>Equipment</i>	71
4.	<i>Coordination with SWAT Team responses</i>	72
5.	<i>County-wide Services</i>	72
GG.	SPECIAL EVENT AND STANDBY SERVICES	72
HH.	EMS AIRCRAFT	73
II.	DATA COLLECTION	73
JJ.	EDUCATION AND PUBLIC INFORMATION PROGRAMS	76
1.	<i>In-house education</i>	76
2.	<i>System Education</i>	77
3.	<i>Community Education</i>	78
KK.	SAFETY PROGRAM	79
LL.	OTHER REQUIREMENTS	79
MM.	CONTRACT ADMINISTRATION	79
NN.	DISPUTE AND APPEALS PROCESS	80
1.	<i>Overview</i>	80
2.	<i>The Fresno County Emergency Medical Care Committee (EMCC)</i>	80
3.	<i>Appeal to the EMS Agency Director</i>	80
4.	<i>Appeal to the EMCC</i>	81
5.	<i>Appeal to the Director of Community Health</i>	81
6.	<i>Appeal to the Board of Supervisors</i>	82
III.	SPECIAL FISCAL AND DEFAULT PROVISIONS	83
A.	COMPENSATION	83
1.	<i>Fee-for-Service</i>	84
2.	<i>Billing Definition</i>	85
3.	<i>User Fee Adjustment</i>	86
4.	<i>Itemized Charges</i>	88
5.	<i>On-Scene Collections</i>	88
6.	<i>County Compensation</i>	89
B.	ACCOUNTS RECEIVABLE LOCK BOX ACCOUNT	94
1.	<i>Accounts Receivable Lock Box Account Requirement</i>	94
2.	<i>Accounts Receivable Lock Box Account Agreement</i>	95
C.	FACILITY/EQUIPMENT LEASING PROGRAM	97
1.	<i>Three-Way Lease/Sub-Lease Arrangement</i>	98
2.	<i>Direct Equipment Lease Program</i>	102
3.	<i>Facilities/Equipment Covered by an Equipment Leasing Program</i>	103

4.	<i>End-Term Provisions</i>	107
D.	PERFORMANCE SECURITY	110
1.	<i>Performance Security</i>	111
2.	<i>Performance Bond Cancellation Notification</i>	114
3.	<i>Liquidated Damages for Default or Breach of the Agreement</i>	114
E.	NOTICE OF ADVERSE FINANCIAL CONDITIONS	116
F.	FACILITIES	116
1.	<i>Central Facility</i>	116
2.	<i>The EMS Communications Center</i>	117
3.	<i>Post Locations</i>	118
G.	COMMUNICATIONS EQUIPMENT	119
1.	<i>Portable Radios</i>	119
2.	<i>Pagers</i>	119
3.	<i>EMS Med Channel Radios</i>	119
4.	<i>Other In-Vehicle Radios</i>	119
5.	<i>Automatic Vehicle Locator</i>	119
6.	<i>Electronic Communications/Electronic Mapping/Electronic Status Changes</i>	120
IV.	STANDARD CONTRACT PROVISIONS	121
A.	TERM OF THE AGREEMENT AND RENEWAL PROVISIONS.....	121
1.	<i>Commencement Date</i>	121
2.	<i>Initial Term of Agreement</i>	121
3.	<i>Renewal Provisions</i>	121
B.	TERMINATION OF AGREEMENT.....	122
1.	<i>County's Termination Without Reason</i>	122
2.	<i>County's Termination Due to Fiscal Non-Funding</i>	122
3.	<i>Contractor's Termination Due to County's Material Breach of the Agreement</i>	122
4.	<i>County's Termination Due to Contractor's Material Breach of the Agreement</i>	122
5.	<i>Notice to Contractor</i>	128
6.	<i>Declaration of Material Breach of the Agreement and Emergency Takeover/ Replacement of Service</i>	128
7.	<i>Dispute After Emergency Takeover/Replacement</i>	129
8.	<i>Material Breach of the Agreement by the Contractor Not Dangerous to Public Health and Safety</i>	129
9.	<i>End-term Operations Provisions</i>	130
C.	INDEPENDENT CONTRACTOR.....	130
1.	<i>Independent Contractor</i>	130
2.	<i>Compliance With Applicable Laws, Rules, and Regulations</i>	131
3.	<i>Contract Commitments</i>	131
4.	<i>Outside Work</i>	131
5.	<i>Most Favored Customer</i>	132
6.	<i>Advertising Restrictions</i>	133
7.	<i>Permits and Licenses</i>	133
D.	PROVISIONS REGARDING PERSONNEL.....	133
1.	<i>Rights and Responsibilities of Operations Personnel (Prehospital and Dispatch)</i>	133
2.	<i>Reasonable Work Schedules/Working Conditions</i>	134
3.	<i>Reasonable Compensation and Fringe Benefits Required</i>	135
4.	<i>Form of Retirement Program</i>	136
5.	<i>Employee Recruitment, Screening, and Orientation</i>	136
6.	<i>Treatment of Incumbent Workers</i>	136
7.	<i>Non Discrimination</i>	138

8.	<i>Use of Pagers by Off-Duty Personnel</i>	139
9.	<i>Professional Conduct and Courteous Service</i>	139
10.	<i>Character and Competence of Personnel</i>	140
11.	<i>“Bait and Switch” Bidding Prohibited</i>	140
E.	STANDARD PROVISIONS	140
1.	<i>Conflict of Interests</i>	140
2.	<i>Non-Transferable Agreement</i>	140
3.	<i>Use of Sub-Contractors</i>	141
4.	<i>Modification</i>	142
5.	<i>Rights and Remedies Not Waived</i>	142
6.	<i>Consideration</i>	143
7.	<i>Governing Law</i>	144
8.	<i>Cost of Enforcement</i>	144
9.	<i>Invalidity</i>	144
10.	<i>Indemnity and Hold Harmless</i>	144
11.	<i>Insurance</i>	145
12.	<i>Entire Agreement</i>	148
13.	<i>No Personal Liability of County or EMS Agency Officers, Agents or Employees or County Contractors</i>	149
14.	<i>No Intended Third Party Beneficiaries to the Agreement</i>	149
15.	<i>Survival of Contractor’s Obligations Following Termination of the Agreement</i>	149
V.	PROCUREMENT PROCESS AND BID SUBMISSION	150
A.	RULES FOR COMPETITION AND RATING PROCEDURE	150
1.	<i>Determination of Bid Responsiveness</i>	150
2.	<i>Selection of Bidder Finalists</i>	151
3.	<i>Determination of Apparent Low Bidder</i>	151
B.	SCHEDULE OF EVENTS	151
C.	AMBULANCE PROCUREMENT COMMITTEE	153
D.	REGARDING PRE-QUALIFICATION OF BIDDER FINALISTS	155
E.	RANKING OF CREDENTIALS, PROPOSALS, AND PRICES	155
F.	CREDENTIAL/PROPOSAL EVALUATION PROCESS	157
1.	<i>Evaluation of Response to RFP</i>	157
2.	<i>Credential Review Process</i>	158
3.	<i>Proposal Review Process</i>	159
G.	PRICE SHEET AND BIDDER’S BUDGET EVALUATION PROCESS	160
H.	LETTER OF INTENT	162
I.	COST OF PARTICIPATION	162
J.	ACCURACY OF INFORMATION SUBMITTED BY THE BIDDER	162
K.	REGARDING EXCEPTIONS	162
L.	REGARDING INSURANCE AND PERFORMANCE SECURITY REQUIREMENTS	163
M.	REGARDING ORAL PRESENTATIONS	163
N.	SEALED CREDENTIALS, PROPOSALS, PRICE SHEET, AND BIDDER’S BUDGET INFORMATION	163
O.	BIDDER’S SECURITY	163
P.	WITHDRAWAL OF PROPOSALS	164
Q.	RIGHT TO REJECT ALL PROPOSALS	164
R.	PROTEST	164
S.	CONTRACT NEGOTIATIONS	165
T.	OFFICIAL CONTACTS ONLY	166
U.	PUBLIC ACCESS TO SUBMITTED MATERIALS	166

V.	PROPOSAL FORMAT AND DESCRIPTION OF CONTENTS	166
1.	<i>Required Table of Contents</i>	167
3.	<i>Bidder's Price Sheet</i>	192
4.	<i>Bidder's Budget Information</i>	192
5.	<i>Bidder's Security Documentation</i>	194

LIST OF ATTACHMENTS

Description

A-1	Exclusive Operating Area - Map
A-2	Exclusive Operating Area - Description
B-1	Areas of Fresno County not Initially Included in the Exclusive Operating Area - Map
B-2	Areas of Fresno County not Initially Included in the Exclusive Operating Area - Description
C	Fresno County EMS Request/Transport Volume Data
D-1	Metro-Urban Response Area of the Exclusive Operating Area - Map
D-2	Metro-Urban Response Area of the Exclusive Operating Area - Description
E-1	Rural Response Area of the Exclusive Operating Area - Map
E-2	Rural Response Area of the Exclusive Operating Area - Description
F-1	Remote-Wilderness Area of the Exclusive Operating Area - Map
F-2	Remote-Wilderness Area of the Exclusive Operating Area - Description
G	Vehicle Markings
H	<i>Three-Way</i> Building Lease: Master Real Property Lease, and Sublease and Cost-Reimbursement Agreement
I	Standard <i>Direct</i> Lease Agreement
J	EMS Communications Center Floor Plan
K	Standards for Building Maintenance of the EMS Communications Center
L	Letter of Intent
M	Certificate of Accuracy of Information Submitted to County and EMS Agency
N	Investigative Authorization - Company
O	Investigative Authorization - Individual
P	Bidder's Security
Q	Proposal Identification
R	Affirmation of General/Operation Contract Provisions
S	Bidder's Price Sheet
T	Projected Charges for Services
U	Projected Collection Rates
V	Projected Budget

Request for Proposal Designated Emergency Medical Services Provider Agency

I. Overview of Project

A. Parties to the Procurement Process

The Central California Emergency Medical Services (EMS) Agency, a division of the Fresno County Department of Community Health and functioning as the designated local EMS agency pursuant to Division 2.5 of the California *Health and Safety Code* (commencing with Section 1797; also known as the Emergency Medical Services System and Prehospital Emergency *Medical Care Personnel Act*, or the *EMS Act*) proposes to maintain an EMS exclusive operating area (EOA) within a sub-area of Fresno County. This document describes the scope of the EOA and constitutes an amendment to the County Emergency Medical Services Plan. The continuation of the EOA within Fresno County is at the request of the Board of Supervisors and the County Administrative Office. The EMS Agency has designed this procurement process and has selected the County as the *awarding agency* for this EOA competitive procurement process, consistent with California State Guidelines for *Creating Exclusive Emergency Medical Services Operating Service Areas*. County General Services Administration will function as the Procurement Coordinator for this competitive procurement process and the Fresno County Board of Supervisors will authorize the successful bidder, if any, to act as the contractor (Contractor) which shall provide services within the EOA pursuant to a written agreement (Agreement) awarded by the Board of Supervisors. An advisory committee will be designated by the EMS Agency to review credentials/proposals and make recommendations to the EMS Agency on the bidders submitting proposals to this *Request for Proposal* (RFP). The EMS Agency will designate the EOA and restrict operations which are the subject of this procurement process to the single designated provider agency.

B. Provider Responsibilities

The EMS Agency has designed this procurement process in order to select a qualified organization to successfully implement services which are the subject of this procurement process. The successful bidder will function as a major participant in the delivery of emergency medical services within this County, including dispatch and telephone triage coordination on a region-wide basis, and functioning as the exclusive provider agency for emergency ambulance services and advanced life support (paramedic) ambulance services within the EOA. In addition, the successful bidder will have responsibility for a variety of other services related to the EMS System, including specialized programs such as the advanced life support (paramedic) technical rescue team, and public information and

education programs within the community. Finally, the successful bidder is not prohibited by the Agreement, outside the scope of the EOA and based upon demand within the local health care market, from providing non-emergency medical transportation and other services, including out-of-hospital medical services, as appropriate within the County.

The successful bidder will not be required to provide non-transport first responder services separately from the emergency medical services, which it is required to provide in connection with its ambulance operations under the Agreement. The successful bidder will be responsible for coordinating its activities with the various non-transport prehospital provider agencies within the EOA. In addition, the successful bidder shall provide support for those services, as outlined herein, in order to provide a coordinated and effective emergency patient care delivery mechanism. As a part of the overall EMS System, the successful bidder's activities must be coordinated and integrated with those of law enforcement organizations, non-transport first responder agencies, other ambulance provider agencies, hospital and medical delivery systems, the County and the EMS Agency, and third-party payers, including health maintenance organizations.

C. Innovation and Flexibility

The County and EMS Agency seeks a provider organization which has the ability to provide innovative and flexible services within the framework of a constantly evolving health care system. The County and EMS Agency, based upon involvement in the various aspects of medical and health delivery systems within the community, recognize that changes in medical delivery standards and health care reimbursement are prompting a significant restructuring of how health care services are delivered on a national, state, and local basis.

Bidders should review the EMS Plan for Fresno County to obtain a broader overview of the goals, objectives, assumptions, and future projections for the local EMS System. The EMS Plan is available on the EMS Agency's Website at www.ccemsa.org.

D. Restructured Competition

While there is significant *retail street competition* within the medical and health community for services to residents and visitors of the EOA, the competition for emergency ambulance services and advanced life support (paramedic) ambulance services during an emergency has, prior to the establishment of the EOA, contributed to significant problems with the quality of medical services within the local EMS System.

In such a *retail street competition* market, multiple organizations are competing for their *share* of the market through different deployment strategies and marketing strategies. In many cases, the competitive *edge* is gained through inconsistent staffing levels, use of lesser

trained or inexperienced personnel, underpaid personnel, utilizing inexpensive equipment and/or maintenance techniques, or selectively serving segments of the market where patients are more likely to have insurance coverage. In such a case, the public's opportunity to evaluate the quality of these services is limited to advertisements, marketing campaigns, and telephone stickers. The complexity of this procurement process, in itself, illustrates the difficulty in expecting a member of the public or the health care industry during a medical emergency to be able to select the appropriate emergency ambulance service and/or advanced life support (paramedic) ambulance service in a *retail street competition* market.

This procurement process has been structured so that qualified bidders will *compete* to provide services to the entire community with high medical effectiveness and cost effectiveness. In this case, periodic competition seeks to look at the quality of services delivered and to purchase uniform, stable services for the entire community on a *wholesale* basis. That is, the EMS Agency is empowered by the EMS Act to periodically arrange for services for the community from a provider of emergency ambulance service and advanced life support (paramedic) ambulance service under a type of "master agreement" under which the individual resident or visitor may, in effect, execute individual "purchase orders" on an as needed basis. In making such a *wholesale purchase*, the County and EMS Agency are evaluating the credentials and the proposal for services of the bidder in order to select a provider of service which is deserving of the public's trust. The County and EMS Agency intend to involve representatives of other local government organizations and the health and medical care community to participate with the County in selecting the successful bidder to this procurement process.

E. Request for Proposals

The following provisions, attachments, and exhibits constitute a *Request for Proposals* for the selection of the single provider of emergency ambulance service and advanced life support (paramedic) ambulance service for the EOA. The operation of such an emergency ambulance service and advanced life support (paramedic) ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes an EOA for the provision of all ambulance responses that require an immediate dispatch (with or without lights and siren) of an emergency ambulance or advanced life support (paramedic) ambulance service and all scheduled ambulance responses where the patient's medical condition requires the specialized emergency services, equipment, and personnel available only in an ambulance authorized for emergency service or advanced life support (paramedic) ambulance service. This procurement process includes the operation of the EMS Communications Center, which is responsible for the dispatching and coordination of all emergency ambulances and specific fire departments operating within Fresno, Kings, and Madera Counties, an advanced life support (paramedic) technical rescue team, EMS helicopters, and a community EMS education program.

This procurement process *does not* authorize the successful bidder to provide non-emergency medical transportation services on an exclusive basis within the geographic boundaries of the EOA. However, the successful bidder may market and conduct such business as a part of the Agreement and shall be the provider of service to any such requests that are received at the EMS Communications Center *and* which are located within the geographic boundaries of the EOA. For this procurement process, non-emergency medical transportation services shall mean scheduled medical transportation services that do not require an ambulance operated by an emergency ambulance service or where the patient does not require transportation to a hospital emergency department for treatment of a medical condition, including services that can be provided via “wheel chair” and “litter van” transportation services. Other exceptions to the EOA are outlined herein.

The successful bidder may provide other types of health care services or integrate its services under this procurement process with those services which are provided by other health care providers. Linkages with integrated delivery systems operating within the EOA should be designed to enhance patient care delivery to emergency patients while coordinating appropriate services to persons who have accessed the emergency care system, but who can safely utilize non-emergency or urgent health care delivery systems.

The County of Fresno and other local governments are exploring the feasibility of consolidating services between public safety services, which includes EMS. There has been significant discussion regarding the consolidation or combining of dispatch services county-wide into one single facility. The Fresno County EMS Communications Center has been functioning as a regional EMS Communications Center since 1987 by providing EMS dispatch service for 15 agencies in 3 counties. Recently, the EMS Communications Center has taken on the functions of fire dispatch for the City of Fresno. The successful bidder will be significantly involved in future discussions and planning regarding this matter.

This procurement process will evaluate the bidder’s credentials through an evaluation of the documentation submitted pursuant to this process. This documentation, and any necessary subsequent investigation, is intended to provide the County and the EMS Agency with an opportunity to evaluate the bidder’s ability to provide services under this procurement process. The proposals, as submitted by bidders, will be used together with the bidder’s credentials to evaluate which proposal best meets the need for such services within the EOA. Bidders will be required to complete both the bidder’s credentials and the proposal process in order to be eligible for selection as the single provider of emergency ambulance service and advanced life support (paramedic) ambulance service which is allowed to operate within the EOA.

Bidders shall adhere to the deadlines and terms specified herein.

II. Performance Standards

A. Overview

The County and EMS Agency desire effective ambulance services within the EOA in order to provide for the public's health and safety. This procurement process is designed to obtain an effective emergency medical services provider, qualified to provide service in an environment where the Contractor has the incentive for high performance as opposed to *retail street competition* for ambulance business. The County owns or serves as lessee of the communications infrastructure, ambulance vehicles and on-board equipment, and the Account Receivable Lock Box Account. Regarding the Agreement, it is the County and EMS Agency's responsibility to:

- Authorize an EMS System consistent with the EMS Act; and
- Administer the Agreement in order to monitor the performance of services which are the subject of the Agreement; and
- Conduct periodic bid competition to select and contract with the system's ambulance service provider; and
- Review and approve the user fees charged by the Contractor; and
- Review and approve contractual commitments made by the Contractor when such commitments would extend beyond the term of the Agreement; and
- When appropriate, participate in the financing mechanisms for the purchase of the ambulance system infrastructure as long-term capital requirements, such as ambulance vehicles, durable emergency medical and communications equipment, and the communications facility; and
- Review and approve equipment lease/sub-lease arrangements presented by the Contractor; and
- In the event of the Contractor's default, take over and manage all operations until a new contractor can be secured through a new competitive bid process.

The Contractor shall furnish and/or manage ambulance and dispatch services, including the communications facility, field operations, billing/collection services (but not fee setting above the maximum user fees established by the Board of Supervisors, upon the recommendation of the EMS Agency), personnel management, equipment maintenance, in-service training of the Contractor's personnel, quality improvement monitoring,

purchasing and inventory control, and numerous related support services. Communications infrastructure will be provided by the County for the Contractor's use including radio frequencies, repeater sites, and dispatch radio and telephone equipment. All vehicles used in the provision of services for the Agreement, on-board durable or reusable equipment, billing computer system hardware and software, all communication infrastructure, outside of that directly provided by the County (such as mobile data terminals, automatic vehicle locators, and the like), and all other equipment and software employed by the Contractor in the direct delivery of these services shall be furnished by the Contractor under a leasing program meeting the general requirements set forth in Section III.C. hereof.

All billings shall be conducted according to the billing standards outlined in the Agreement. The Contractor will negotiate agreements with local managed care programs and integrated health systems to address payment for services. The Contractor may additionally negotiate agreements with local managed care programs and integrated health systems to arrange for or provide services which are outside the scope (e.g., geographic area, type of services) of this procurement process. The Board of Supervisors will be responsible for establishing user fees as outlined in Section III.A, herein. All billings shall include instructions to remit payments directly to the Accounts Receivable Lock Box Account outlined in Section III.B. herein. The Accounts Receivable Lock Box Account financial institution will allow for routine disbursement to the Contractor from the Accounts Receivable Lock Box Account in accordance with Accounts Receivable Lock Box Account agreement provisions.

The Contractor shall maintain a central ambulance facility, operate the central dispatch facility (EMS Communications Center), and maintain all EMS lease equipment and facilities; recruit, supervise, and manage personnel, and provide or arrange for in-service training of Contractor's personnel, including, but not limited to, all dispatchers, field, and billing personnel; propose and provide justification for fee changes; manage all billing and collection functions; provide data in a manner consistent with the requirements in the Agreement; cooperate with and respond to the EMS Agency and the EMS Medical Director on matters related to patient care; and generally manage all aspects of its ambulance system operation.

As compensation for services rendered, the Contractor receives:

- Use of County-provided EMS communication system infrastructure, including the EMS Communications Center, as specified herein; and
- Designation by the EMS Agency as the exclusive provider of emergency ambulance service and advanced life support (paramedic) ambulance service within the EOA as provided herein; and
- Access to a system of medical control through the EMS Agency and EMS Medical

Director(s) and, as applicable, local EMS Base Hospital(s); and

- Income from fee-for-service revenues and contracted services charged to user as provided herein; and
- Monthly subsidy as compensation (in conjunction with County-provided equipment and support) for ambulances services provided to the County or County facilities such as County Jail facilities, Juvenile Hall/Juvenile Justice Center, other County Correctional facilities, and for persons in the Sheriff's custody or certified by the County as being in the County Medical Services Program pursuant to Welfare and Institutions Code Section 17000.
- Monthly payments for from fire agencies for the provision of fire dispatching services

By submitting a proposal, the bidder shall promise to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance results required by the terms of the Agreement. While proposals must include descriptions of initial vehicle deployment plans and basing models, and dispatch center coverage estimated by the bidder to be sufficient or even in excess of that necessary to meet the performance standards required hereunder, the receipt and evaluation of the bidder's proposal by the County and EMS Agency and execution of the Agreement shall not be construed as acceptance of the bidder's proposed level of effort to provide services. Rather, in evaluating the bidder's proposal, the County and EMS Agency neither accept nor reject the bidder's level of effort to provide services.

In establishing this EOA, the Board of Supervisors and the EMS Agency recognize that an ambulance contractor may, through poor business planning, mismanagement, or general lack of performance, fail to provide for the minimum services specified in the Agreement. Such failure may constitute a Material Breach of the Agreement by the Contractor (which will be hereinafter defined). In such case, the Board of Supervisors and the EMS Agency may replace the Contractor with another Contractor in order to ensure the public health and safety. Bidders should not make the false assumption that the Board and EMS Agency would not implement such a replacement should the Contractor fail to provide adequate services.

B. Performance Agreement

This procurement process will result in the Agreement for the Contractor's performance of services specified herein. The Contractor's proposed level of effort to provide services does not relieve the Contractor of its obligations to meet the minimum performance requirements of the Agreement. That is, while the County and EMS Agency are interested in a bidder's

credentials, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and the like, the County and EMS Agency are more interested in the successful bidder's actual performance under the Agreement. That performance may be summarized as follows:

When a request for services is received by the Contractor at the EMS Communications Center, an appropriately trained and certified dispatcher must answer that request promptly, must follow approved dispatch procedures, offer planned pre-arrival assistance and must manage the appropriate response, given the nature of the request, and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS aircraft provider agencies. In the future, with the approval of the EMS Medical Director, this may include referring low priority requests to the calling party's managed care plan or the Contractor providing "advice nurse" services under contract to managed care plans and integrated delivery systems.

Ambulance response times must meet the response time standards set forth herein, and every ambulance unit provided by the Contractor must, at all times, except as authorized by the Agreement, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate, urgent, and scheduled. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to EMS Agency Policies and Procedures. In the future, with the approval of the EMS Medical Director, this may include mechanisms for alternate transport destinations, and expanded "treat and release" and "treat and alternate transportation" protocols.

Services and care delivered must be evaluated by the Contractor's internal quality improvement program, and as necessary through the EMS Agency's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability, and mere demonstration

of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The Contractor that fails to perform, as defined herein, shall be promptly replaced to protect the public health and safety.

C. Overview of Contractor's Responsibilities

The Contractor shall provide emergency ambulance service and advanced life support (paramedic) ambulance services within the EOA twenty-four (24) hours-per-day, each and every day of the year for one-hundred percent (100%) of the time that the Agreement is in effect. This means that the Contractor will be responsible for responding to all requests for ambulance service within the EOA received by the EMS Communications Center and for transporting all patients that require an ambulance operated by an emergency ambulance service and/or an advanced life support (paramedic) ambulance service. The EMS Communications Center operated by the Contractor shall coordinate requests region-wide, including ambulance service areas that are outside of the EOA but within Fresno, Kings, and Madera Counties, contracted fire services, and EMS aircraft coordination throughout the Central San Joaquin Valley. Consistent with the provision of such service, the Contractor shall furnish, operate, maintain and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under the Agreement.

The Contractor must perform to the response times as specified herein. Response time standards were developed by the EMS Agency based upon population densities, current call volumes, and state-wide EMS planning guidelines. These response time standards may be adjusted by the County and EMS Agency, upon reasonable advanced written notice to the Contractor, through the course of the Agreement in order to maintain a medically-effective and cost-effective system of emergency care.

The Contractor shall respond to all requests for ambulance service, both immediate or scheduled, which are received by the EMS Communications Center *and* that are located within the EOA and/or are an instant aid/mutual aid responsibility of the Contractor.

The Contractor shall, at a minimum:

1. Operate an ambulance system within the EOA in order to meet all response time and clinical standards.
2. Employ and manage ambulance personnel and dispatchers.
3. Provide or contract for employee in-service training.
4. Provide or contract for equipment maintenance.

5. Furnish all fuel, lubricant, and maintenance services necessary for vehicle operation.
6. Furnish initial supply inventory and all necessary supplies.
7. Operate the EMS Communications Center for region-wide services, as outlined herein, and an ambulance system within the EOA to meet all response time and clinical standards.
8. Maintain good working relations with all other health care providers and personnel.
9. Maintain good working relationships with fire departments for continued first responder support, and use of fire department facilities as ambulance posts, if applicable.
10. Secure new or replacement ambulance post locations as necessary.
11. Maintain good working relations with law enforcement agencies.
12. Market scheduled transport work and other ancillary services to improve system and disaster response capacity.
13. Ensure courteous and professional conduct of office, communications center, and field personnel at all times.
14. Maintain neat, clean and professional appearance of personnel, equipment and facilities.
15. Consummate mutually beneficial support agreements with neighboring ambulance services, subject to approval by the EMS Agency.
16. Promote and maintain a good reputation in Fresno County through participation in:
 - a. publishable research.
 - b. industry affairs.
 - c. prompt response and follow-up to inquiries and complaints.
 - d. leadership and participation in community activities.

- e. public information and education including press relations, explanations regarding fees, regulations and system operations, increasing public awareness and knowledge of the EMS System, injury/mortality prevention/reduction, and general health and safety promotion including the provision of CPR and first aid training to the public (e.g., health fairs, school programs, radio and local talk shows and business group meetings).
- 17. Participate actively in the medical audit process, and provide special training/support for personnel in need of such assistance or skills.
- 18. Maintain knowledge of development in equipment and procedures throughout the industry and report such developments to the EMS Agency.
- 19. Maintain state and local vehicle permits and personnel certifications.
- 20. Cause the EMS Agency Policies and Procedures to be properly maintained in the field and in the Fresno County EMS Communications Center through personnel in-service training, revisions and amendments to Contractor's employee handbook, newsletters, and employee orientations.
- 21. Advise the County and EMS Agency concerning financial implications of system changes under consideration.
- 22. When requested by neighboring jurisdictions, analyze service and develop a proposal to furnish service to such jurisdictions.
- 23. Operate a data processing, billing, collection and reporting system.
- 24. Provide adequate numbers of EMS Training Officers for the EMS Agency's pre-hospital training programs.
- 25. Provide data and records to the EMS Agency, as requested.
- 26. Operate the EMS Communications Center for the County and EMS Agency, including the provision of call prioritization and medical and fire pre-arrival instruction according to the standards established by the EMS Agency.
- 27. Provide, upon request, in-service training to first responder personnel on procedures for basic life support (BLS) personnel to assist paramedic personnel (paramedic assist training).
- 28. Maintain a complete and up-to-date EMS Agency Policy and Procedure Manual for

reference by Contractor's personnel.

29. Provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and, is authorized by the California Highway Patrol as an emergency response vehicle.
30. Provide an advanced life support (paramedic) technical rescue team.
31. Provide continuous supervision of its operations through Field and dispatch Supervisors 24 hours each and every day.

D. County and EMS Agency Responsibilities

The County and EMS Agency shall have the following responsibilities with regard to this procurement process and the Agreement:

1. Approve and implement an Emergency Medical Services (EMS) System consistent with state law and regulation, and authorize a system of advanced life support (paramedic) services and medical direction.
2. Provide a system of medical oversight/medical direction for the EMS System and a coordinated quality assurance and quality improvement program for the EMS System.
3. Refer calls for ambulance, advanced life support (paramedic) services and emergency medical services within the geographic areas set forth herein to the Contractor in accordance with established EMS Agency Policies and Procedures.
4. Designate the Contractor as the exclusive provider of emergency ambulance services and advanced life support (paramedic) ambulance services for the EOA, consistent with the terms and conditions of this procurement process, the Agreement, and the EMS Act.
5. Assist the Contractor in developing, implementing, and maintaining an internal field and dispatch supervision system to provide evaluation of the Contractor's prehospital and dispatch personnel providing service according to the standards established by the EMS Agency.
6. Perform periodic and annual inspections of the Contractor's ambulance service records, vehicles, facilities, personnel certifications, and patient billings.
7. In the event of the reduction or termination of emergency medical services, be

responsible for complying with all laws, if any, respecting reduction or termination of such services.

8. Administer the Agreement in order to monitor the performance of services which are the subject of the Agreement.
9. As required by law, conduct periodic bid competition to select the EOA's provider of emergency ambulance services and advanced life support (paramedic) ambulance services.
10. To review and approve the user fees charged by the Contractor.
11. To review and approve contractual commitments made by the Contractor when such commitments would extend beyond the term of the Agreement.
12. When appropriate, to participate in the financing mechanisms of the ambulance system infrastructure as long-term capital requirements, such as ambulance vehicles, durable emergency medical and communications equipment, and the communications facility.
13. To review and approve equipment lease/sub-lease arrangements proposed by the Contractor.
14. Provide an EMS communication system infrastructure, including the EMS Communications Center, as specified herein.
15. Pay monthly subsidy as compensation (in conjunction with County-provided equipment and support) for ambulances services provided to the County or County facilities such as County Jail facilities, Juvenile Hall, other County Correctional facilities, for persons in the Sheriff's custody or persons certified by the County as being in the County Medical Services Program pursuant to Welfare and Institutions Code Section 17000.
16. Pay monthly fee as compensation for fire dispatching services provided to local fire agencies such as City of Fresno Fire Department.
17. In the event of the Contractor's default under the Agreement, to take over and manage all operations until a new contractor can be secured through a new competitive bid process.

The County will cause the EMS Agency to carry out the responsibilities of the EMS Agency under the Agreement.

E Clinical Level of Services

The Contractor shall ensure that the clinical performance of its personnel is conducted in a manner consistent with the system of medical oversight provided by the EMS Medical Director and EMS Agency, including, but not limited to, EMS Agency Policies and Procedures established by the EMS Medical Director and EMS Agency. Advanced life support (paramedic) services are the minimum current clinical standard for prehospital responses. Advanced life support (paramedic) staffed units must have a minimum of one (1) EMT-Paramedic and one EMT-I. Dual paramedic staffing (two EMT-Paramedics) is not currently required.

1. Paramedic Scope of Practice

The scope of practice for EMT-Paramedics (EMS Policy #139) includes the basic paramedic scope of practice under the state regulations for Paramedics (Title 22 of the California Code of Regulations) and the following procedures and medications which have been authorized by the EMS Medical Director as expanded scope of practice under local treatment protocols:

- a. fingersticks for blood samples;
- b. intraosseous access and medication administration;
- c. pediatric endotracheal intubation;
- d. insert nasogastric tube and gastric suction
- e. magnesium sulfate;
- f. verapamil;
- g. pulse oximetry (optional); and
- h. transcutaneous Pacing (TCP)

While bidders may provide comments and suggested revisions to the paramedic treatment protocols, changes in the paramedic scope of practice and treatment protocols are not bid variables, nor will proposed changes be considered as enhancements for the purpose of this bid. Such proposals frequently add cost while having limited application to the majority of cases managed by paramedics. Rather than have the bidders add new expenses in order to impress the Ambulance Procurement Committee, the County, and the EMS Agency with its level of clinical sophistication, each bidder would be better served to utilize its time developing strategies to provide cost-effective services under this procurement process.

2. EMT-I Scope of Practice

The scope of practice for an EMT-I (EMS Policy #119) includes the basic EMT-I

scope of practice under the state regulations for EMT-Is (Title 22 of the California Code of Regulations). If the Contractor proposes to utilize EMT-I level ambulances for services under this contract, the Contractor shall train its personnel and shall equip these units at the BLS-defibrillation level. The emphasis on BLS-defibrillation locally has been with first responder agencies and ambulance providers that use BLS ambulances.

3. Additional Expansion of Practice by EMS Personnel

In the future, EMS organizations may elect to provide low cost non-emergency medical services as a revenue source to help fund emergency capacity. By emphasizing non-emergency functions for new revenue sources, peak emergency needs can be managed, while non-emergency functions can be served during off-peak time-periods. Ambulance providers currently provide interfacility and scheduled transportation in order to utilize emergency personnel during off-peak time periods.

F. Scope of the Exclusive Operating Area

The EMS Act allows the EMS Agency, upon the recommendation of the County, to restrict operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support within a specific geographic area. This procurement process will restrict operations within the geographic area of the EOA, as defined in Section II.G. herein, to a single emergency ambulance service as selected through this procurement process. No other entity will be allowed to operate as an emergency ambulance service within such EOA (except as otherwise provided in Section II.F.1., herein). As the only emergency ambulance service, the Contractor will be the only entity providing ambulance services within the EOA allowed to utilize ambulance vehicles equipped with red emergency warning lights and siren pursuant to authorization by the California Highway Patrol through California Vehicle Code Section 2416.

This procurement process also restricts operations, within the EOA, to a single provider of advanced life support (paramedic) ground ambulance services (i.e., the Contractor). No other providers of advanced life support (paramedic) ground ambulance services will be authorized within the EOA during the term of the Agreement. However, the County and EMS Agency reserve the right to allow providers other than the Contractor to operate enhanced first responder services for 911 responses, including, but not limited to, advanced life support (paramedic), limited advanced life support (EMT-II) or BLS-defibrillation first responder services, and to operate advanced life support (paramedic or nurse) air ambulance and/or air rescue services within the EOA. This includes flights and air transportation within the EOA. Dispatch for helicopter air ambulance/air rescue services shall be provided consistent with EMS Agency Policies and Procedures.

The EOA does not restrict the provision of non-emergency transportation services that may be provided by entities other than an emergency ambulance service and which do not require vehicles equipped with emergency lights and siren pursuant to California Vehicle Code Section 2416, including services provided by *wheel chair* or *litter van* services. However, in order to limit the potential confusion of the public, organizations and agencies providing non-emergency medical transportation, other than the Contractor selected through this procurement process, will be restricted by the EMS Agency from utilizing ambulance vehicles within the EOA unless such vehicles have their red emergency warning lights and emergency markings covered or removed.

Licensure as an ambulance from the California Highway Patrol is specifically required in order to operate an emergency ambulance service (California Vehicle Code Section 2416). If the County and EMS Agency were to allow non-emergency medical transportation services to display red emergency warning lights, siren and ambulance markings, it would give the public and the health care community the false impression that emergency ambulance services may be provided by the non-emergency medical transportation service. Therefore through this procurement process, the EMS Agency proposes to restrict operation of such vehicles to a single emergency ambulance service. Only the exclusive contract provider will be allowed to advertise emergency ambulance service within the EOA.

This procurement process does not include an exclusive area for non-transport medical services at the basic life support (BLS) level of service. BLS non-transport services at special events, such as sporting or music events, may be provided by any appropriately licensed organization, including the Contractor.

1. Limited Exceptions to the EOA

The EOA shall encompass the operation of all ground emergency ambulance services and advanced life support (paramedic) ambulance services within the EOA with the following limited exceptions:

- a. Disaster Assistance - Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.
- b. Instant Aid/Mutual Aid - The provision of ambulance services pursuant to and requested in accordance with EMS Agency Policies and Procedures, as authorized by a County representative, and/or under formal instant aid and mutual aid agreements between the Contractor and a third party that have been reviewed and approved by the County and EMS Agency, shall be exempt from the EOA for that specific incident.

- c. Contracted Specialty Care Units - Ambulance services providing specialty interfacility care and transportation (e.g., neonatal/pediatric transport or critical care transport) utilizing registered nurse and/or physician staffing, under a contract with a hospital or health maintenance organization and transporting patients during interfacility transfers, may utilize ambulance vehicles equipped with red emergency warning light and siren only for interfacility transports. Such vehicles and personnel may not be utilized for prehospital responses and such units may not be staffed by paramedics in the place of registered nurses and/or physicians. This includes neonatal and pediatric transport services under contract to Children's Hospital Central California.
- d. Veteran's Administration (VA) Contract Ambulance Services - Ambulance services operating pursuant to a federal contract for direct purchase of ambulance services for the Veteran's Administration shall be exempt from the EOA solely for the purpose of servicing that contract.
- e. Federally Operated Ambulances - Ambulance services, provided either by an agency of the federal government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that federal facility/agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at such federal facility.
- f. State Operated and Contracted Ambulances - Ambulance services, provided either by an agency of the state government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that state facility/agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at such state facility.
- g. For the purposes of this Section II.F.1., Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement - not a federal or state contract for direct purchase of ambulance services.

2. Inherent Potential Limitations to the EOA and the Agreement

Bidders are advised that the nature and extent of the County's and the EMS Agency's authority to create, to operate under, to enforce the EOA and to authorize the Contractor to provide emergency medical services under the Agreement is governed by the California Constitution and the laws and regulations thereunder,

including, but not limited to, the EMS Act and Title 22, Division 9 of the California Code of Regulations. In this regard, the Contractor shall not be granted any greater rights or authorization under the Agreement or in connection with the EOA than the County and the EMS Agency possess under the Constitution and the laws and regulations thereunder and are authorized to confer upon the Contractor. Therefore, if the rights or authority of the County or the EMS Agency to create, to operate under, to enforce the EOA or to authorize the Contractor to provide emergency medical services under the Agreement are limited or eliminated in any manner (e.g., by a court of competent jurisdiction or by a constitutionally-allowed legislative enactment), then:

- a. the Contractor's affected rights under the Agreement shall be limited or eliminated, accordingly, and neither the County nor the EMS Agency shall be liable therefore; and
- b. the County and the Contractor shall enter into negotiations concerning the scope of Contractor's performance of services, and compensation therefore, under the Agreement, and upon the mutual agreement thereof between the parties, the parties will enter into a written amendment to the Agreement pursuant to Section IV.E.4., herein.

G. Geographic Area of the Exclusive Operating Area

Fresno County is located in the Central San Joaquin Valley and is the tenth largest County in the State of California. It contains 6,004 square miles, stretching from the Sierra Nevada mountain range on the east to the coastal mountain range on the west. From east to west, County boundaries stretch 135 miles. According to the 2005 State Department of Finance estimates, the population of Fresno County is 883,537. The predominant land use in the County is agricultural. Fresno County is the richest, most diverse farming area in the United States. The EOA includes a major urban center, rural agricultural areas, and mountainous recreational areas.

The Fresno County Exclusive Operating Area includes the northern portion of the County as outlined in Attachments A-1 and A-2, hereof, it includes all or portions of the cities of Fresno, Clovis, Firebaugh, Kerman, Mendota and San Joaquin. The following areas are the only areas of Fresno County not initially included as part of the EOA. These areas include non-exclusive response areas as well as the Reedley EOA.

- Coalinga/Huron Service Area - Zone C: This area is serviced by the Coalinga City Fire Department through a written agreement between the City and the County.
- Selma/Fowler Service Area - Zone G: This area is serviced by the Selma City Fire

Department through a written agreement between the City and the County.

- Sanger/Pine Flat Reservoir Service Area - Zone I: This area is serviced by the Sanger City Fire Department through a written agreement between the City and the County.
- Reedley EOA - Reedley/Orange Cove/Parlier - Service Area - Zone J: This area is serviced by the Sequoia Safety Counsel through a written agreement with the County.
- Kingsburg Service Area - Zone K: This area is serviced by the Kingsburg City Fire Department through a written agreement between the City and the County.
- Kerman/North Central Area – Zone N: This area is a non-exclusive operating area and is serviced by American Ambulance Service through a written Agreement with the County.

Note: The current Kingsburg-based unit provides services within Kings County and Tulare County as the primary ambulance unit for a small geographic area of each of these counties.

The geographic area of these foregoing areas outside the EOA are described in Attachments B-1 and B-2, hereof.

H. Expansion of the EOA

As a part of this procurement process, the County and the EMS Agency shall have the option to incorporate the geographic areas initially not included (Section II.G., herein) into the EOA, thereby requiring the Contractor to be responsible for providing emergency and advanced life support (paramedic) ambulance services to these areas under the Agreement. In certain cases, as specified in Section III.A.6.c., herein, the Contractor shall receive an increase in its compensation for the provision of these additional services. The addition of these optional areas is intended to provide a *safety net* for the residents and visitors of these areas should a major disruption of ambulance services occur with the current provider agency for one or more service areas.

The inclusion of this option to add geographic areas to the EOA is not a statement of dissatisfaction by the County or the EMS Agency in the performance of the current non-exclusive provider agencies. Rather, this procurement process requires the Contractor to work cooperatively with the other provider agencies to provide a coordinated ambulance delivery system. It could occur that, during the term of the Agreement, one or more of the current provider agencies may discontinue or significantly downsize its operation. In such a case, the County and EMS Agency may require that the Contractor implement services within such an area and that the area be incorporated into the EOA.

Upon notification from the EMS Agency, the Contractor shall be required to station a rural-based advanced life support (paramedic) ambulance unit in any or all of the following areas for the remainder of the term of the Agreement. Each area would receive back-up ambulance coverage consistent with the Contractor's requirement to provide back-up ambulance coverage with its existing rural-based units in the EOA (Section II.M., herein). The specific optional areas are as follows:

- Coalinga/Huron Service Area - Zone C: An ambulance shall be stationed in the City of Coalinga.
- Selma/Fowler Service Area - Zone G: An ambulance shall be stationed in the City of Selma.
- Sanger/Pine Flat Reservoir Service Area - Zone I: An ambulance shall be stationed in the City of Sanger.
- Reedley EOA - Reedley/Orange Cove/Parlier Service Area - Zone J: An ambulance shall be stationed in the City of Reedley.
- Kingsburg Service Area - Zone K: An ambulance shall be stationed in the City of Kingsburg.
- Kerman/North Central Area – Zone N: One ambulance shall be stationed in the City of Kerman.

Note: Bidders should note that the current Kingsburg-based unit provides services within Kings County and Tulare County as the primary ambulance unit for a small geographic area of each of these counties adjacent to Fresno County. These Counties may request a continuation of these services.

The County and the EMS Agency may exercise their option to require the Contractor to provide services in any of the non-exclusive areas at any time. The exercise of such option as to one or more non-exclusive area shall not preclude the County or the EMS Agency from exercising this option as to any other non-exclusive areas at any subsequent time during the term of the Agreement.

The geographic area of each of these service areas are described in Attachments B-1 and B-2, hereof, including definitions for metro-urban response areas, rural response areas, and remote-wilderness response areas for these service areas. The Contractor shall be responsible for response time performance standards, and for the performance of the Contractor's other obligations, under the Agreement for such areas that are added to the

EOA.

I. Use Own Expertise and Judgment

Bidders are specifically advised to use their own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain a performance required under the Agreement. By using the term “methods,” the County and EMS Agency mean compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matter which taken together, comprise each company’s own strategies and tactics for accomplishing the task, while complying with industry/EMS agency standards. The County and EMS Agency recognize that different companies or organizations may employ different productions methods, perhaps with equal success. By allowing each bidder to select, employ, and change its production methods, the County and EMS Agency hope to promote innovation, efficiency, and superior levels of performance.

J. Estimated Business Volume

The County specifically makes no representations concerning the number of requests for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special events coverage which will be associated with this procurement process. Any and all historical data on past volumes of business in the EOA or within the County are provided mainly to illustrate the historical level of performance and not as a guarantee or assurance of future business volume.

Summary data on local EMS operations will be provided to each bidder by the Procurement Coordinator with the issuance of RFP documents. This information will include the following:

- Specific ambulance response data for Fresno County from the EMS Communications Center for calendar years 2003, 2004, and 2005 is available in computer format, as outlined in Attachment C, hereof.
- Specific patient care report information for 2003, 2004, and 2005 is available in Microsoft Access 2003 database.

K. Ambulance Staffing

The Contractor shall provide one-hundred percent (100%) of the ground ambulances for services within the EOA, staffed and equipped at the advanced life support (paramedic) level, except in the following situations:

1. Critical care interfacility transport services staffed with registered nurses and/or physicians, including, but not limited to neonatal/pediatric contract transport units, if operated by the Contractor.
2. Scheduled or non-emergency long distance transports, where the point of pick-up or patient's destination is located outside of the County, may utilize BLS level personnel (EMT-I) only if the sending physician has determined that advanced life support personnel are not required for patient care due to either patient condition, or a nurse or physician will be in attendance during the transport.
3. Contract ambulance services to the state or federal government, including, but not limited to Veteran's Administration contract ambulance services.
4. During periods of a local disaster, as declared by an authorized federal, state, or local agency official, the Contractor shall be exempt from providing advanced life support (paramedic) level staff if it has exhausted, or is unable to recall in a timely manner all its paramedic level personnel.
5. Special event and standby coverage service utilizing a dedicated ambulance unit when such alternate level of service is acceptable to the event sponsor, and has received prior, express written approval from the EMS Agency.
6. Non-emergency medical transportation services to scheduled transport requests *when advanced life support (paramedic) services are not medically necessary for the transport*, including scheduled ambulance transports, litter van or wheelchair van services provided by the Contractor.

The current EMS Agency requirement for minimum staffing of advanced life support (paramedic) units is one (1) currently California-licensed and locally-accredited Emergency Medical Technician-Paramedic and one (1) currently certified and accredited Emergency Medical Technician-I. The EMS Medical Director and EMS Agency may, in the future, modify such minimum staffing requirements to require two (2) paramedics on all or selected advanced life support (paramedic) units - however, there are no current plans to implement such a requirement. The Contractor may utilize its own discretion on resource management with regard to advanced life support (paramedic) ambulance units. The Contractor may operate a *single tiered system* - utilizing advanced life support (paramedic) ambulance units for all responses, including the above noted exceptions to advanced life support staffing requirements; or the Contractor may operate a *multi-tiered system* - staffing different types of units with different staffing levels in order to service the various types of responses. The Contractor has the operational flexibility to operate under either model in order to provide a cost-effective system. However, the Contractor's performance requirements under the Agreement shall not be lessened if it elects to operate a multi-tier system - that is, the

Contractor shall in any event be responsible to provide an advanced life support (paramedic) staffed and equipped ambulance unit to one-hundred percent (100%) of Priority 1, 2, 3, and 4 requests for services, as defined in the EMS Agency Policies and Procedures Manual, and all incidents where a scheduled transport (Priority 5) requires an advanced life support (paramedic) ambulance unit.

If the Contractor elects to utilize BLS ambulances as a part of a *multi-tiered system*, and, in the case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic) units, the following standards shall apply:

- Response time performance shall be determined according to Section II.P. herein;
- Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy #510; and
- Such BLS ambulance personnel shall adhere to EMS Agency Policies and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policies and Procedures, in order to wait for the arrival of a non-transport advanced life support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.

L. Deployment of Ambulance Units and System Status Management Plan

1. System Status Management Plan

The Contractor's method and manner for providing ambulance services (including rural coverage and back-up) shall be documented in its system status management plan. The system status management plan will be developed by the Contractor. The Contractor's system status management plan shall include an ambulance unit posted within the City of Clovis at system level 2 (i.e., 2 ambulance units available in the Metro area) and above. Additionally, the system status management plan shall address posting and back-up coverage of rural-based units. The Contractor shall provide the EMS Agency with fifteen (15) calendar days advanced written notice of changes in the system status management plan which lower the priority of rural back-up coverage, or which result in a net decrease in unit hours in either the metro/urban area or the rural/wilderness area. The EMS Agency's review and/or recommendations on the system status management plan or any modified plan is not an approval or acceptance by the County or EMS Agency of the Contractor's level of effort to perform services under the Agreement, nor may it be inferred that such level of effort is a substitute for Contractor's performance.

Since the Contractor shall be held responsible for response time results, and for providing response time equality among the various neighborhoods and areas of the EOA, the Contractor may employ and alter its system status management plan. The Contractor may implement temporary adjustments (adjustments for a single day) or modifications to its system status plan to meet operational needs or changes in demand without the required fifteen (15) calendar days' notice as provided in the foregoing paragraph.

If the Contractor proposes to utilize a combination of ALS and BLS ambulances (ALS for immediate/urgent responses and BLS for scheduled responses), the Contractor's system status management plans shall reflect each staffing plan.

2. Unit Hour Utilization and Personnel Scheduling

An important factor effecting response time reliability and system efficiency is effective *unit hour utilization* (i.e., the number of ambulances responses and post changes divided by number of actual unit hours). Under this procurement process, the Contractor is allowed to employ innovation and even sophisticated techniques for maximizing unit hour utilization. If the Contractor schedules field personnel assigned to the metro-area in a manner such that personnel are not scheduled for shifts that exceed twelve (12) hours and the Contractor has demonstrated controls which will limit the ability of the Contractor's personnel to work "back-to-back" shifts, the Contractor is not subject to any unit hour utilization limits. However, if the Contractor utilizes schedules which exceed this standard, the Contractor is subject to a maximum unit hour utilization ratio of 0.40 for all ambulances in the EOA.. The Contractor may not operate above this level without approval by the EMS Medical Director, or his designee.

3. Initial System Status Management Plan

During the first three (3) months of operations under the Agreement, the Contractor shall adhere to the initial system status management plan submitted in its proposal, or a modification of that plan which is approved in writing by the EMS Agency. Thereafter, for the term of the Agreement, at the Contractor's discretion and subject to prior review of the EMS Agency, the system status management plan may be altered by the Contractor to produce the required response time performance with the greatest possible efficiency.

It is anticipated that, initially, the Contractor will utilize comparatively more unit hours of production than may be necessary after the Contractor has gained additional local experience. That is, in order to be *safe* during the first quarter year of operations, the Contractor is advised to deploy more ambulance units than the

Contractor expects to deploy later in the Agreement when, with the benefit of more local coverage experience, improved efficiency can be safely realized. Therefore the Contractor shall submit, in its bid proposal, its suggested initial system status management plan for the first three (3) months of operations. If accepted by the County and EMS Agency, the Contractor shall be required to adhere to that plan as a minimum *level of effort* of performing services during the first three (3) months of the Agreement. However, the Contractor will still be held to minimum performance standards under this initial system status management plan. The County and EMS Agency's approval of such plan shall not be an acknowledgement or acceptance by the County and EMS Agency that this minimum *level of effort* of performance relieves the Contractor of the *performance* responsibilities of the Agreement.

This initial system status management plan shall specify the general locations of ambulances, including the rural-based units specified in Section II.M., herein. This plan will additionally specify for each post location, if the post location will be an indoor post site or an outdoor post site, post priorities, and the number of vehicles to be deployed during each hour of the day, each day of the week, during the first three (3) months of operation. The plan shall additionally address the Contractor's priorities for staffing and providing back-up coverage of the rural-based unit locations specified by this procurement process. Information on specific schedules is only necessary as to demonstrate the types of shifts the Contractor intends to employ in implementing the plan (e.g., 24 hour shifts in all areas, 24 hour shifts in rural areas, 12 hour shifts in metropolitan/urban response areas).

M. Rural-based Ambulance Units and Back-up Ambulance Coverage

The Contractor is responsible for stationing ambulance units at specific locations in the EOA ("rural-based ambulance coverage"). The Contractor is required to provide twenty-four (24) hour-per-day, each and every day of the year coverage of the rural-based ambulance units in the following specific locations for 100% of the time that the Agreement is in effect. In addition, the Contractor's system status management plan shall provide that back-up ambulance coverage shall be dispatched and commencing its travel enroute to cover the area within ten (10) minutes of the rural-based ambulance unit going enroute to the scene of its ambulance response or being taken out-of-service for reasons other than an ambulance response (e.g., mechanical problem). This requirement is based upon the large geographic size of the EOA and the necessity to provide adequate coverage in these areas. The following rural-based units are required under the base system performance standards:

1. Mendota Unit (based in the City of Mendota).
2. Riverdale Unit (based in the community of Riverdale) ¹.

- 4 Mid-Mountain Unit (based near the communities of Auberry/Tollhouse).
- 5 Shaver Lake Unit (based in the community of Shaver Lake).

¹ *Note: Bidders should note that this unit currently provides services as the primary ambulance unit for a small geographic area of northern Kings County. While not required by this procurement process, such services may continue to be requested by Kings County and the EMS Agency.*

With the exception of the Shaver Lake and Mid-Mountain units, back-up coverage for rural-based ambulance units is tied to the availability of each individual ambulance unit. For example, when a single rural-based ambulance unit becomes unavailable (enroute to the scene or out-of-service), back-up requirements are in effect, regardless of the availability of other rural-based ambulance units. Back-up coverage for the Shaver Lake and Mid-Mountain ambulance units is based upon the availability of the combined units - that is, when both ambulance units are unavailable (on a response or out-of-service), back-up requirements are in effect. The Contractor may establish priorities for back-up coverage of rural-based ambulance units in the Contractor's system status management plan and may incorporate "move-up and cover plans" involving rural-based ambulance units. However, lack of back-up ambulance coverage due to a lack of available ambulance units is not, in itself, the basis for an appeal of liquidated damages for a late response or a referred call. Additional rural-based ambulance units may be added, with back-up ambulance coverage requirements, consistent with Section II.H., herein.

N. Instant Aid and Mutual Aid Requests

To the extent that the Contractor has units available, and to the extent consistent with its primary responsibility to provide ambulance and emergency medical services in the EOA, the Contractor shall, in accordance with EMS Agency Policies and Procedures, render immediate "instant aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

- 1. "Instant Aid" shall be defined as a request for immediate response to an incident within the jurisdiction of another provider or agency. Such responses may be the subject of a preestablished agreement between the Contractor and such provider or agency. Example: A request for a response into the service area of another agency due to the Contractor's unit being the closest available unit.
- 2. "Mutual Aid" shall be defined as a request for immediate response to a major incident which has overwhelmed or exceeded the resources of another provider or agency, and is not the subject of an "Instant Aid" agreement. Example: The

Contractor may establish a Mutual Aid agreement with neighboring areas to respond during disaster incidents or multi-casualty incidents.

The Contractor will be responsible for providing an instant aid ambulance response to all areas of Fresno County and adjacent counties. This means that the Contractor shall be responsible for sending an advanced life support (paramedic) ambulance unit in those cases where the Contractor's unit is the closest available ambulance in response to a request for service and/or a multi-casualty incident. Currently, the contractor provides primary ambulance response to one area of Kings County and two areas of Madera County, which are immediately adjacent to the EOA. In Madera County, these areas are Eastside Acres near the City of Firebaugh (Madera Ambulance Zone M11) and Rolling Hills near the San Joaquin River and Highway 41 (Madera Ambulance Zone M18). In Kings County, the area is just south of Riverdale (Kings Ambulance Zone 01). For calls which require an immediate dispatch (Priorities 1, 2 or 3) or urgent dispatch (Priority 4), the Contractor is responsible for immediately dispatching the closest available unit, however, no response time standards will be required of the Contractor for responses outside of the EOA. For scheduled calls (Priority 5), the Contractor must dispatch an appropriate ambulance within 30 minutes of notification of the call or within 30 minutes of the scheduled pick-up time (whichever is later).

Each ground ambulance provider within the County is required to provide an instant aid/mutual aid response when it is the closest unit to an incident in an adjacent service area. However, none of these agencies, including the Contractor is required to provide back-up *coverage* outside of its contract service area. The Contractor may negotiate instant aid/mutual aid agreements with surrounding provider agencies to provide for coverage and response, subject to the EMS Agency's review and approval.

O. Dispatch Center Operation

As a part of the services under the Agreement, the Contractor is responsible for staffing and operating the County's EMS Communication Center.

1. Overview of EMS Communications Center Operations

The Fresno County EMS Communications Center is a regional dispatch center, which provides dispatch services for 13 ambulance providers in Fresno, Kings, and Madera Counties and a fire agency in Fresno County (the number of fire agencies may change during the course of the RFP and prior to start-up. The County and EMS Agency shall work with the contractor regarding any changes after the award of the contract). It is the strong desire of Fresno County and the EMS Agency to maintain this dispatch arrangement with the current agencies and continue to enhance and build upon the regional dispatch concept.

In 2000, the exclusive operating agreement was amended to allow American Ambulance, under a separate exclusive operating agreement between American Ambulance and Kings County, to use the Fresno County EMS Communications Center for its Kings County operations. In 2005, the Agreement was amended again to allow American Ambulance to use the Fresno County EMS Communications center to dispatch for the two ambulance providers in Madera County, which was encouraged by Madera County and the EMS Agency. In 2006, through an agreement with the City of Fresno, County of Fresno and American Ambulance, the Fresno County EMS Communications Center began providing fire dispatch services to the City of Fresno Fire Department. Under the current arrangement, American Ambulance must cost allocate its services to assure that the cost of operating the dispatch center is not fully costed to the EOA. Specifically, the contractor must cost allocate its costs from its Kings County operations, the Madera County providers and Fresno City Fire Department services for the cost of dispatch services in those areas to assure that the exclusive operating area is not burdened with the full cost of providing dispatch services outside of the EOA. The County of Fresno and the EMS Agency feel that the regional dispatch arrangement and the co-location and consolidation of dispatch services at a single site is highly effective and efficient and a significant benefit to the communities served.

There are discussions within the County of Fresno and some Cities within the County regarding the development of a combined or consolidated dispatch center for fire, law and EMS dispatch. The Contractor will be involved in those discussions as the development moves forward. At the time that this document is released, there have been no commitments or decisions made regarding the role of the Fresno County EMS Communications Center.

Responsibilities of the Contractor at the Fresno County EMS Communications Center are:

- a. The Contractor will be responsible for answering 9-1-1 calls and also direct calls from the general public, medical facilities, and other public safety dispatch centers for service on seven digit lines and direct lines. The EMS Communications Center is a secondary 9-1-1 public safety answering point (PSAP); 9-1-1 calls are either transferred or conferenced from other PSAPs. Automatic Location Information (ALI) and Automatic Number Identification (ANI) and wireless E911 are available through the Enhanced 9-1-1 system.
- b. The Contractor is responsible for the dispatching of all providers of emergency ambulance services in Fresno, Kings and Madera Counties,

instant aid and mutual aid ambulance units, including those from other counties, and all EMS helicopters designated for utilization in Fresno, Kings, and Madera Counties. This latter responsibility is consistent with EMS Communications Center's assignment as the *designated dispatch center* for helicopters as outlined in Title 22 of the California Code of Regulations. The Contractor's operation of the EMS Communications Center shall not provide greater emphasis to the dispatching of the Contractor's units over those of other provider agencies. Dispatch personnel shall manage requests for ambulance service in accordance with EMS Agency Policies and Procedures.

- c. The Contractor is responsible for the dispatching of the Fresno City Fire Department, instant aid and mutual aid fire apparatus, including those from other jurisdictions for utilization in the City of Fresno. Dispatch personnel shall manage requests for ambulance and fire service in accordance with EMS Agency Policies and Procedures.
- d. Contractor's dispatchers shall assign the medical priority of the response using EMS Agency-approved dispatch protocols. The Fresno County EMS Communications Center utilizes Priority Dispatch Corporation's Medical Priority Dispatch System (version 11.3) and the Emergency Fire Dispatch System (Version 3). The Contractor will be an active participant, along with the Regional Medical Control Committee, Fresno City Fire Department, dispatchers, and the EMS Agency, in analyzing and developing dispatch response priorities.
- e. The Contractor's dispatchers shall provide, as appropriate, telephone pre-arrival medical and fire instructions using approved protocols.
- f. The Contractor shall utilize only dispatch policies and procedures that have been authorized by the EMS Agency (these may be EMS Agency Policies and Procedures, or the Contractor's procedures which have been approved by the EMS Agency).
- g. All radio and telephone communications, including pre-arrival instructions and time track are recorded on electronic media and kept for a minimum of one hundred and eighty (180) calendar days.
- h. The Contractor shall ensure that all dispatching and communications (computer record or dispatch card) with ambulance units and fire apparatus is conducted in a manner consistent with federal, state, and local laws, including EMS Agency Policies and Procedures.

- i. The Contractor shall work cooperatively with the EMS Agency to plan for and implement upgrades and enhancements of its dispatch and communications system which are mutually agreed, by the EMS Agency and the Contractor, to be beneficial to the system and financially feasible for the County and Contractor.
- j. The Contractor's dispatchers shall provide disaster and special incident coordination, including providing staff at a County mobile command post during such incidents. This may include coordinating hospital information on the hospital communications system and receiving information on the State Office of Emergency Services Operational Area Satellite Information System (OASIS). During such time of unusual occurrence, the Contractor's dispatcher staff and County staff, including the EMS Agency and City of Fresno staff, shall work in conjunction to manage the incident.
- k. The Contractor shall assist in the planning and response of dispatch staff to the alternate dispatch site in the event that the EMS Communications Center becomes incapacitated or must be evacuated. The alternate dispatch site is located at the Fresno County Sheriffs office and includes redundant equipment for radio, telephone and CAD.
- l. Other than the EMS Agency's normal business hours, the EMS Communication Center will be the primary point of contact for the EMS Agency and Fresno City Fire Department staff. The EMS Communications Center shall forward messages received to the EMS Agency staff on-call or appropriate fire department staff. In addition, on a twenty-four (24) hour basis and in accordance with EMS Agency policy and procedures, the EMS Communications Center shall notify EMS Agency staff on-call of multi-casualty incidents in Fresno, Kings, and Madera Counties, hazardous materials incidents, prolonged periods (greater than five (5) minutes) of *level zero* (i.e., no available ambulance units in the metro/urban area), accidents involving ambulances, hospital diversions and other incidents as defined by the EMS Agency Policies and Procedures.
- m. The EMS Communications Center is the coordinating point for initiating hospital diversions. The Contractor's dispatchers will be responsible for adherence to procedures regarding such diversions specified in the EMS Agency Policy and Procedure Manual.
- n. The County of Fresno and EMS Agency will be evaluating the potential for additional expansion of the role of the EMS Communications Center within the local system. This includes, but is not limited to, additional fire

dispatch services and co-location of law enforcement agencies. The Contractor will be an active participant in the development of these proposals and, where applicable, provide a written proposal to the EMS Agency regarding the cost and funding of such proposals. These proposals are not intended for evaluation under this procurement process and bidders are not required to submit information on this issue. However, the Contractor should anticipate proposals in the future to expand the role of the EMS Communications Center.

2. Dispatch Documentation

The Contractor's dispatchers will be responsible for documenting all requests for ambulance service received by the EMS Communications Center. Primary method for such documentation will be the Computer Assisted Dispatch (CAD) system at the EMS Communications Center. Dispatchers are responsible for entering data into the CAD system in accordance with EMS Agency Policies and Procedures. The Contractor's Dispatch personnel shall directly and immediately input requests for services into the CAD system as requests are received without initially documenting the request in some other manner (e.g., writing dispatch information on paper or some other medium) in order to ensure the accurate recording of times relative to the request and the response.

Any actions on the part of the Contractor's dispatchers to enter data in such a way as to document false information (including delaying the entering of data or omitting data) may be considered by the County and EMS Agency as a Material Breach of the Agreement by the Contractor. The Contractor shall adhere to the County and EMS Agency's other methods of dispatch documentation including the use of manual dispatch cards (during times of computer failure), forms for the documentation of hazardous materials and multi-casualty incidents, audio taping systems at the EMS Communications Center, and coding conventions utilized for both the CAD system and manual dispatch card system.

3. Staffing

Because the Fresno County EMS Communications Center performs medical and fire dispatch services, the Contractor's dispatchers shall all be trained to handle both medical and fire emergency requests.

a. Dispatchers

Dispatchers must be trained and certified in the Medical Priority Dispatch System through the National Academy of Emergency Medical Dispatch

(NAEMD) and Fire Priority Dispatch System through the National Academy of Emergency Fire Dispatch (NAEFD). Dispatchers must possess a valid CPR card. Dispatchers are certified by the EMS Agency and are required to attend continuing education and recertification testing in order to maintain their certification. Bidders shall refer to the EMS Agency Policies and Procedures for dispatcher certification and recertification requirements.

b. Scheduling of Dispatchers

The Contractor shall provide a scheduling plan for dispatcher staffing, which will include the minimum number of radio operators and call-takers on duty. The Fresno County EMS Communications Center performs dispatch services for both ambulance and fire agencies. Staffing requirements currently exist for specific fire agencies that will be in effect at the time the Contractor begins services. Under the current agreement with the City of Fresno Fire Department, the Contractor must provide one dedicated radio operator and immediate availability of a backup radio operator anytime it is necessary to switch to an incident command channel. The staffing schedule may be adjusted to peak load time periods. A supervisor level dispatcher shall be provided by the Contractor at all times during dispatch operations. At no time shall the Contractor staff the EMS Communications Center with less than one (1) dispatch supervisor (certified as a dispatcher), meaning that such personnel are on-duty and available at the EMS Communications Center including personnel on meal breaks. Such minimum staffing shall not include the hours of Contractor's management staff who direct dispatch operations except in those times that such management staff is functioning as either a dispatcher or dispatch supervisor. Dispatch supervisors must have current certification as a dispatcher.

The contractor will be required to provide a minimum of the following:

- (1) One radio operator, staffed 24 hours a day and 7 days per week, for the radio position that serves the five rural Fresno County ambulance providers and the two Madera County ambulance providers.
- (2) One radio operator, staffed 24 hours a day and 7 days per week, for the radio position that serves the three Kings County providers and the contractor's BLS ambulance system.
- (3) One radio operator, staffed 24 hours a day and 7 days per week,

for the radio position that serves the exclusive operating area.

- (4) One radio operator and a backup radio operator, staffed 24 hours a day and 7 days per week, for the radio position that serves the Fresno City Fire Department and North Central Fire Protection District.

This minimum staffing standard shall be considered as only a minimum. Supervisors and radio operators are prohibited from performing call taking functions except in times of system overload. The Contractor is responsible for adding appropriate staff to properly manage incoming ambulance and fire requests for services. The contractor and EMS Agency shall meet and agree on the minimum staffing levels of radio operators and call takers. The Contractor shall provide to the EMS Agency its on-going dispatch work schedule and, on a weekly basis, the contractor shall provide the previous weeks actual dispatch hours.

c. Dispatch Performance Standards

The Contractor shall provide sufficient dispatcher staff at the EMS Communications Center to allow prompt answering of all telephone requests for ambulance service (within three (3) telephone rings) and no telephone request for immediate ambulance response shall be placed on hold except for rare times of extreme system overload. This includes direct lines with hospitals and other dispatch centers. In addition, staffing shall be adequate in order to allow dispatchers to provide necessary telephone pre-arrival instructions except for rare times of extreme system overload.

The following minimum standards form the objective performance data for dispatch operations:

- (1) For each month, a minimum of ninety-eight percent (98%) of calls for service through the 9-1-1 system and seven-digit emergency lines shall be answered in three (3) rings or less.
- (2) For each month, a minimum of ninety-five percent (95%) of requests for the immediate dispatch of an ambulance or fire apparatus, in accordance with EMS Agency approved dispatch protocols, shall be entered (“in Que”), which means that the dispatcher completes all necessary procedures to enter the request into the dispatch CAD, within sixty (60) seconds of the “phone pick-up” time. This includes both the Contractor’s units and all

other ambulance and fire agency units

- (3) For each month, a minimum of ninety-five percent (95%) of requests for the immediate dispatch of an ambulance or fire apparatus, in accordance with EMS Agency approved dispatch protocols, shall be alerted (the dispatcher completes all necessary procedures to alert the unit) within sixty (60) seconds of the call received time. This includes both the Contractor's units and all other ambulance and fire agency units.

d. Professionalism

The Contractor and its staff shall maintain a professional relationship and level of interaction with the public and other public safety answering points, both within the County and surrounding counties.

4. Access Mechanisms

The primary access number for the public will be 9-1-1. The Contractor will emphasize 9-1-1 as a part of its advertisements and public information programs. Direct lines (ring down lines) also exist with the major public safety dispatch centers and base hospitals within the system. The Contractor may advertise (559) 456-7800 as a number for urgent (interfacility transfers) or scheduled response access. The Contractor may, at its own expense install other telephone lines for system access (e.g., 800 numbers). All telephone lines used for access shall be electronically recorded. The Contractor may not establish a separate dispatch center for the routing of calls requiring an ambulance dispatch.

5. Computer Assisted Dispatch (CAD)

The Contractor shall utilize a computer aided dispatch (CAD) system for its operation of the EMS Communications Center. The Contractor shall utilize the CAD system currently installed at the EMS Communications Center. A demonstration of the current system and its capabilities will be included in the site visit of the EMS Communications Center. The current system is the VisiCAD™ Command v4.2 system from TriTech Software Systems, Inc.

The CAD system at the EMS Communications Center, including, but not limited to, hardware, peripheral equipment, software, and software license, is the sole and exclusive property of the County. The Contractor shall be authorized to use the CAD system in a proper manner in order to carry out its obligations hereunder throughout the term of the Agreement. The Contractor shall not change, upgrade or

modify in any way the hardware, peripheral equipment, or software with out written permission and approval from County.

The County will maintain and provide support for the current CAD system. If the Contractor proposes to upgrade the current CAD system, the Contractor shall irrevocably and unconditionally assign to the County any and all warranties concerning such equipment and/or related software. Prior to acquisition, the Contractor shall obtain written approval by the manufacturer and/or vendor of such equipment and software that such assignment is permitted.

6. EMS Agency and County Staff at the EMS Communications Center

The EMS Agency currently assigns one (1) County employee to the EMS Communications Center. This employee monitors, on behalf of the County and EMS Agency, the Contractor's operations. The role of these County employees (and the role of other EMS Agency, County staff, or Fire Dept staff which may periodically visit the EMS Communications Center) is not a supervisory role over Contractor's personnel and is not a method of directing dispatch operations except in rare circumstances, such as disaster operations. The County/EMS Agency role is to monitor the Contractor's operations for adherence to standards of the Agreement and EMS Agency/Fire Policies and Procedures. County, EMS Agency, and fire staff do, however, provide a resource for interpretation of policy and a first line link to notifying the County, EMS Agency, and fire of issues involving the EMS Communications Center.

On occasion, other County or fire employees will either visit or be working at the EMS Communication Center. This will generally involve EMS Agency staff, assigned fire staff or IT staff, County General Services Administration staff (e.g., radio technicians) or communications contractors. These personnel will not be disruptive of the Contractor's operation of the EMS Communications Center.

7. Facilities and Equipment

The Contractor's use of the EMS Communications Center building and equipment and any required communications equipment to be provided by the Contractor is outlined in Sections III.F.2, and III.G., herein.

P. Response Performance Standards and Requirements

Response times are a combination of dispatch operations and field operations. The County and EMS Agency will provide the Contractor with significant flexibility in its methods of providing service under the Agreement. This is based upon the Contractor's commitment to

perform to the minimum response time standards. Therefore, an error on the Contractor's part in one or more phases of its operation (e.g., dispatch, system status management plan, vehicle maintenance and the like) shall not be the basis for the EMS Agency granting an exception to the Contractor's performance in another phase of its operation (e.g., response time performance). Appropriate response time performance is a result of the coordinated effort of the Contractor's total ambulance operation and therefore is solely the Contractor's responsibility. Response times shall be measured in minutes and seconds, and shall be documented in accordance with Section II.P., herein.

Ambulance response time is defined as the interval between the time that the dispatcher has enough information to initiate a response and the time that a fully equipped and staffed advanced life support (paramedic) ambulance arrives at the scene of the incident (as more specifically defined in Sections II.P.2. and II.P.3, herein).

*Ambulance response time for this procurement process and its resulting Agreement will **not** be any of the following:*

- *The interval from PSAP notification of the EMS provider to the time a unit is dispatched; nor*
- *The interval from unit alert to arrival at the scene of the incident; nor*
- *The interval from completion of the full telephone inquiry to the time of arrival at the scene of the incident; nor*
- *The interval from call received to the time a lone advanced life support (paramedic) arrives at the scene of the incident in a supervisor's car; nor*
- *The interval from call received of an emergency call to the time of the arrival at the incident of a BLS unit or a non-transport first responder (ALS, LALS, or BLS) unit.*

Ambulance response times are calculated beginning when the call received time at the EMS Communications Center is timed stamped by either the computer assisted dispatch system, or in cases of computer down time, on manual dispatch cards (at the time when the address/location, call back telephone number, and initial presumptive patient condition are identified). Response time shall be measured in minutes and seconds.

Ambulance response time for calls requiring a scheduled response (Priority 5) is defined as the interval between the scheduled pick-up time and the moment the first fully staffed and equipped ambulance (ALS or BLS) arrives at the scene. Response time for scheduled responses shall be measured in minutes and seconds.

Response time standards do not apply to situations where the Contractor's ambulance unit is cancelled prior to arrival at-scene. *However, liquidated damages shall apply to individual responses which are cancelled prior to arrival at the scene where such cancellation occurred after the appropriate response time deadline (refer to Section II.P.16., herein).*

In situations where, due to computer failure, manual dispatch cards are being utilized, the same standards of response time will be adhered to; however, response times will be calculated in whole minutes because it is usually not possible, under such circumstances, to capture seconds as well as minutes. The County and EMS Agency recognize that this type of performance record-keeping is not as strict a standard as minutes and seconds. However, since computer failure limits the Contractor's access to automated dispatch enhancements and system status management information, such a variation from normal response time standards is appropriate. During any period of computer down time, the Contractor shall assist the County and EMS Agency in a timely correction of the problem.

The following standards will be utilized for the Agreement:

1. **Priorities of Response**

The priorities of response for the Fresno County EMS System are defined in the EMS Agency Policy and Procedure Manual and may be modified by the EMS Agency. These response time standards for these priorities may be adjusted by the County and EMS Agency, without the consent of the Contractor, but upon reasonable advanced written notice to the Contractor, through the course of the Agreement in order to maintain a medical-effective and cost-effective system of emergency care.

In general, the priorities of response as described in EMS Policy are defined as follows:

- a. **Priority 1 - A lights and siren immediate response for a presumed life-threatening condition.** Such incidents have a significant probability of a patient in cardiac arrest, with an airway problem, or serious compromise of the respiratory or cardiovascular systems, including, shock. This prompts the response of the closest advanced life support ambulance unit and the closest non-transport first responder unit in order to provide the most rapid response of personnel who can provide immediate basic life support in the form of airway management, CPR, bleeding control, and, if available, defibrillation. If the provider agency for the zone in question offers paramedic services, a paramedic ambulance shall be dispatched on this call for the provision of an advanced life support assessment. Transport is the next most important treatment mechanism.

Therefore, the closest ambulance unit should be responded, including the diversion of an ambulance unit enroute to a lesser priority response. Specific response time requirements may exist through agreements with provider agencies.

- b. Priority 2 - A lights and siren immediate response for a presumed emergency condition. This priority prompts the immediate response of the closest advanced life support ambulance unit. If the provider agency for the zone in question offers paramedic services, a paramedic ambulance shall be dispatched on this call for the provision of an advanced life support assessment. Such incidents may require immediate transportation and, if available, advanced life support care to treat the patient's emergency condition. In an urban setting with rapid ambulance response times, the response of a non-transport first responder unit is not necessary as the need for immediate basic life support intervention is limited. There are fire agencies that prefer to respond to priority two responses. Therefore, the closest ambulance unit should be responded, including the diversion of an ambulance unit enroute to a lesser priority response. However, in rural, remote, or wilderness areas where the ambulance response is prolonged, the response of a non-transport first responder unit is appropriate to provide supportive basic life support until the arrival of the ambulance. Specific response time requirements may exist through agreements with provider agencies.
- c. Priority 3 - A non-lights/siren urgent response for a presumed non-life-threatening, but urgent condition. This priority prompts the immediate response of the closest advanced life support ambulance unit for reasons other than an immediate threat to life or limb. If the provider agency for the zone in question offers paramedic services, a paramedic ambulance shall be dispatched on this call for the provision of an advanced life support assessment. Specifically, these calls can not be "stacked" or "held". They can not be delayed by breaks, crew changes, resupply, refueling, or meal breaks. Specific response time requirements may exist through agreements with provider agencies.

This includes any prehospital non-scheduled request in which the patient's destination is an acute care facility. The response will be made by the closest available ambulance. A non-scheduled request is a call which, by its nature, could not be scheduled. If the request is schedulable, it may be considered for scheduled priority status. If the destination for a prehospital incident is the emergency department of an acute care facility, the call is Priority 3. If the destination is a diagnostic or scheduled treatment area of

an acute care facility, evaluate the call for scheduled priority status.

- d. Priority 4 - A non-lights/siren emergency response for a presumed non-life-threatening, but urgent interfacility transfer. This priority requires an immediate dispatch for reasons other than an immediate threat to life or limb. Specific response time requirements may exist through agreements with provider agencies. If the provider agency for the zone in question offers paramedic services, a paramedic ambulance shall be dispatched on this call for the provision of an advanced life support assessment. Specifically, these calls can not be “stacked” or “held.” They cannot be delayed by breaks, crew changes, resupply, refueling, or meal breaks. Example: Transfer of a rule-out myocardial infarction.
- e. Priority 5 - A non-emergency response for a scheduled or schedulable ambulance transport. Specific response time requirements may exist through agreements with provider agencies. A scheduled pickup time shall be established for all Priority 5 calls.

Often, the staff of the requesting institutions will simply ask for the ambulance “ASAP” or “no big hurry”. The dispatcher shall work with the caller to establish a reasonable pickup time that most accurately reflects the earliest possible time that a transport unit is needed. If no pickup time is arranged and/or documented, the call will be classified as a Priority 3 (prehospital) or Priority 4 (interfacility). By establishing a scheduled pickup time, the requesting institutions will have time at which they may expect the unit and plan accordingly. Each of these calls should be scheduled for pickup as quickly as possible. If the requesting party is unable to decide or unwilling to decide upon a scheduled time, the dispatcher shall offer the caller a pickup time (verbally) based on his/her best judgment as to when the call may be completed.

- f. Priority 6 - Out-of-county scheduled ambulance transport.
- g. Priority 7 - Special event or public assist ambulance standby.
- h. Priority 8 – Critical Care Transport

Critical care transports are requests for specialized medical transport services and usually includes the staffing of a critical care nurse or team. If Critical Care Transport Units are intended to be used, the Contractor will submit a written plan and request to use such transport services.

In addition to the definitions of response priorities, EMS Policy specifies that:

Ambulance units *alerted or enroute* to an incident will be diverted to a higher priority incident if they are the closest appropriate unit. The next appropriate unit will be assigned to the original incident of the diverted unit. When an ambulance unit arrives on scene of a scheduled or unscheduled prehospital incident and reports such arrival, the EMS Communications Center cannot, under any circumstances, cancel that unit's response.

2. Response Times for Requests Which Prompt an Immediate or Urgent Dispatch (Priorities 1-4)

Response times are measured from the time the request for service is received at the EMS Communications Center until a fully staffed and equipped advanced life support (paramedic) ambulance unit arrives at the scene of the incident. The arrival of a non-transport advanced life support (paramedic) unit, alone, will not satisfy the response time standard. Also, the arrival of a non-paramedic ambulance unit, alone, will not satisfy the response time standard. However, the combined response of these two (2) types of units would satisfy the response time standard based upon the arrival of *both units at the scene* (response time measurement, in such case, would be based upon the arrival time of the later arriving unit).

- a. "Call received" shall be defined as the moment the address/location, call back telephone number, and initial determinant/response code are identified by the EMS Communications Center.
- b. "At scene" is defined as the moment when the fully staffed and equipped ambulance unit is physically at or within one-hundred (100) feet of the scene. In situations where the unit is responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents or non-secured scenes), arrival at scene shall be the time the unit arrives at the designated staging location or within one-hundred (100) feet of it.
- c. In instances when units fail to report "at scene", the time of the next communication with that unit shall be used as the "at scene" time. However, the Contractor may appeal such instances when it can document the actual arrival time through another means (e.g. first responder, communications recording, automatic vehicle locator).
- d. For the purpose of response time performance calculations, response time standards do not apply to situations where the Contractor is cancelled prior to arrival at scene.

3. Response Times for Requests Which Prompt a Scheduled Dispatch (Priority 5)

a. Response times for scheduled requests are measured as follows:

- (1) From the scheduled pick-up time until a fully staffed and equipped ambulance unit arrives at scene.
- (2) The scheduled pick-up time shall be established by the calling party as the time the unit needs to arrive at the patient's point of departure. It shall be established for all Priority 5 dispatches consistent with EMS Agency Policies and Procedures.
- (3) Response times for calls which either are on-time or arrived early (prior to the scheduled pick-up time) shall be reported as a response time of zero (0) minutes.
- (4) For the purpose of response time performance calculations, response time standards do not apply to situations where the Contractor is cancelled prior to arrival at scene.

4. Performance Indicators for Alerting and Initiating Response

The following performance indicators shall be used to evaluate the timeliness of the Contractor's dispatch and field operations on requests that require an immediate dispatch (Priorities 1, 2 and 3) or an urgent dispatch (Priority 4). The County and EMS Agency recognize that, in some cases, the Contractor's performance may fall outside this range of performance indicators. Therefore, except as to the performance indicators which are also described as dispatch performance standards under Section II.P.3.c, herein, such performance indicators are not used as standards for enforcing Contractor's performance of its obligations under the Agreement in the same manner as enforcement of the Contractor's obligation to comply with response time standards under the Agreement. Rather, they are utilized as a means of determining whether the Contractor meets the criteria for an exception to response time standards and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or Contractor of Contractor's operations.

a. Immediate Dispatch (Priorities 1 thru 3)

- (1) The time from call received to unit alert shall be one-hundred twenty (120) seconds or less. A detailed review by the Contractor

and EMS Agency shall occur for all cases which are over one-hundred twenty (120) seconds. This performance standard is also a performance measurement of dispatch performance.

- (2) The time from unit alert to unit enroute shall be sixty (60) seconds or less. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over sixty (60) seconds.

b. Urgent Dispatch (Priority 4)

The time from call received to ambulance unit alert shall be three (3:00) minutes or less. This performance standard is also a performance measurement of dispatch performance.

5. Suspension of Low Priority Responses

Upon notification by the Contractor, scheduled (priority 5 and 6) and, in extreme cases, priority 3 and 4 requests may be temporarily suspended by the EMS Agency in time of unexpected and unavoidable system overload (e.g., major multi-casualty situations). Such services shall be restored once sufficient reserve emergency production capacity is available or the incident is resolved. The Contractor shall notify the requesting party of the delay in services.

6. Referral of Calls and Dispatch Delays

Incidents prompting an immediate or urgent dispatch will be dispatched (unit alerted) without delay. However, during periods of peak load (but not meeting the requirements for suspending low priority responses - Section II.P.5., herein), the Contractor may desire, due to low levels of available ambulance units, to delay the dispatch of ambulance units to some incidents until units can become available to manage the new incident. Such delays by the Contractor are not authorized exceptions to the performance and other provisions of the Agreement. While a delayed response using one of the Contractor's nearby units may provide a faster response than an immediate referral to a provider from outside of the EOA, prolonged dispatch delays are not acceptable to the County and EMS Agency. Therefore, the following criteria have been established regarding the referral of calls and dispatch delays:

- a. Immediate responses (Priorities 1, 2, and 3) may be delayed for no more than two (2:00) minutes. If the Contractor still does not have an available unit, the call will be referred to the appropriate instant aid unit consistent with EMS Policies #405.1 - 405.30.

- b. Urgent responses (Priority 4) may be delayed for no more than five (5:00) minutes, unless the Contractor has a unit which will be promptly available (e.g., at hospital or “log-on”) and such unit is projected by the Contractor to have a faster response time than a referral to a rural provider. If the Contractor still does not have an available unit, the call will be referred to the appropriate mutual aid unit consistent with EMS Policies #405.1 - 405.30.
- c. Scheduled responses (Priority 5) may be delayed by the Contractor until sufficient system capacity is available to safely manage the scheduled response along with other immediate and urgent responses.
- d. If a call has been referred to another provider agency and the Contractor has a unit which becomes available after the referral has occurred, the Contractor may cancel the unit responding from out-of-the EOA *if the Contractor’s unit is closer to the incident than the other agency’s ambulance unit.*

7. Response Zones

Response zones are based upon census tracts and their population density.

RESPONSE ZONE	CENSUS TRACT
Metropolitan/Urban	Attachments D-1 and D-2, hereof
Rural	Attachments E-1 and E-2, hereof
Remote/Wilderness	Attachments F-1 and F-2, hereof

Table II.1

8. Metropolitan/Urban Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Metropolitan/Urban response time zones, as defined in Attachments D-1 and D-2, hereof, on a monthly basis according to the following criteria:

	RESPONSE TIME	MINIMUM PERCENT OF
--	----------------------	---------------------------

PRIORITY	TIME FRAME	(minutes/seconds)	COMPLIANCE
1 and 2 combined	Monthly	10 min. 00 sec. or less	95%
3	Monthly	20 min. 00 sec. or less	95%
4	Monthly	20 min. 00 sec. or less	95%
5	Monthly	Within 30 min. 00 sec. or less of the scheduled pick-up time	95%

Table II.2

9. Rural Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Rural response time zones, as defined in Attachments E-1 and E-2, hereof, on a monthly basis according to the following criteria:

PRIORITY	TIME FRAME	RESPONSE TIME (minutes/seconds)	MINIMUM PERCENT OF COMPLIANCE
1 and 2 combined	Monthly	20 min. 00 sec. or less	95%
3	Monthly	30 min. 00 sec. or less	95%
4	Monthly	30 min. 00 sec. or less	95%
5	Monthly	Within 30 min. 00 sec. or less of the scheduled pick-up time	95%

Table II.3

10. Remote/Wilderness Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Remote/Wilderness response time zones, as defined in Attachments F-1 and F-2, hereof, on a monthly basis according to the following criteria:

PRIORITY	TIME FRAME	RESPONSE TIME (minutes/seconds)	MINIMUM PERCENT OF COMPLIANCE
1 and 2 combined	Monthly	60 min. 00 sec. or less	95%
3	Monthly	90 min. 00 sec. or less	95%
4	Monthly	n/a	n/a
5	Monthly	Within 30 min. 00 sec. or less of the scheduled pick-up time	Best Effort

Table II.4

11. Rural and Remote/Wilderness Compliance Measurement Criteria

If it is determined by the EMS Agency that a monthly review of response time standards in selected rural or remote/wilderness areas is not appropriate due to low call volume, the EMS Agency may establish criteria for evaluating response time performance in these areas on a quarterly basis rather than a monthly basis.

12. Equality Among Neighborhoods

The Contractor shall monitor and adjust its performance such that response time performance in communities served is substantially equal in low income parts of the EOA, as compared with other neighborhoods. The Fresno County Emergency Medical Care Committee shall be empowered to, upon the recommendation of the EMS Agency, implement new performance standards to address any pattern of diminished service to low income neighborhoods which is not corrected by the Contractor to the satisfaction of the EMS Agency and the Fresno County Emergency Medical Care Committee.

13. Area Familiarization

It is the Contractor's responsibility to ensure that its field and dispatch personnel are familiar with the geographic area of the EOA and all areas under the dispatch responsibility of the EMS Communications Center. This includes address identification and aids for incident location, and response time standards associated with each area. Lack of updated maps or tools to locate an incident is not an appropriate request for exemption from a late response.

14. Scheduled Requests

Scheduled requests are the responsibility of the Contractor when such requests are received by EMS Communications Center. The Contractor shall respond to such requests in a prompt and professional manner consistent with the above stated standards. The Contractor shall furnish sufficient production capability, sufficient on-call personnel capability, and manage its resources so as to normally provide prompt scheduled ambulance services. The Contractor shall inform the individual or agency requesting a scheduled response of any delay that will prevent response within the prescribed time frames and provide an estimated time of arrival. However, such notice shall not relieve the Contractor's obligation to comply with response time standards.

15. Response Calculations Regarding Downgrades/Upgrades

a. Downgrades

- (1) Responses which are downgraded prior to having exceeded the response time standard for the original Priority of response, will be assessed by the EMS Agency for compliance with the new Priority based upon the original call received time.
- (2) Responses which are downgraded after exceeding the response time standard for the original priority response, will be assessed by the EMS Agency for compliance with the original priority based upon the original call received time and the time of the downgrade.

b. Upgrades

Responses which are upgraded, will be assessed for compliance under the new Priority based upon the interval between the time of upgrade and the time the unit arrives at scene.

16. Delayed Responses Cancelled Prior to Arrival

Response time standards do not apply to situations where the Contractor's ambulance unit is cancelled prior to arrival at-scene, as a determination of whether the Contractor's unit *would or could* have arrived on-scene on-time cannot be objectively verified. *However, liquidated damages shall apply to individual responses which are cancelled prior to arrival where such cancellation occurred significantly after the appropriate response time deadline.* Specifically, liquidated damages may apply in cases where an immediate (Priority 1, 2 or 3) or urgent (Priority 4) response is cancelled after a response (call received until unit cancelled) which is twice as long as the response time standard for that type of response (refer to Section II.Q.4., herein).

17. Delayed Response Documentation

The Contractor shall document each instance wherein a response resulted in a response time in excess of the required response performance, and shall detail the reason for such delayed response time. Similar documentation shall be prepared for all calls with greater than two (2) minutes elapsed time between the dispatcher's receipt of request and alerting of unit, and for all calls with greater than two (2) minutes elapsed time between alerting of unit and unit enroute. Such documentation shall be provided to the EMS Agency on a monthly basis. The Contractor shall take all steps necessary to eliminate the cause of poor response time performance. Upon request of the County or EMS Agency, the Contractor shall provide a summary of such actions.

18. Exemptions to Response Time Performance Standards and Requirements

The EMS Agency may grant exemptions to response time performance requirements stated herein, on a case-by-case basis, for responses where weather conditions, multi-casualty incidents, or other situations beyond the Contractor's control cause unavoidable delay. All such responses shall be individually examined by the EMS Agency as to system status plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the circumstances warrant, the EMS Agency may authorize the exclusion of such responses when calculating performance requirements under Section II.P, herein. *Note: Exclusion means that a late response which has received approval for an appeal will not count as an on-time response - rather it is excluded from the data base for the purpose of fractile performance calculation.*

In order to be eligible for such exemption, the Contractor shall notify the EMS Agency with specific documentation (i.e., voice log file) supporting the Contractor's appeal. Equipment failure, dispatcher or personnel error, or lack of a nearby ambulance does not constitute grounds for exception to response time performance requirements.

The Contractor may apply to the EMS Agency (consistent with procedures outlined in Section II.Q.21., and Section II.NN, herein.) for an exemption to response time compliance calculations and/or late run liquidated damages in the following situations:

a. Automatic Appeals

- (1) Response cancelled prior to the unit's arrival at scene.
- (2) Severe weather which slows travel and/or impairs scene location (e.g., fog, ice, or snow) such that response time compliance is either impossible or could be achieved only at a greater risk to the public or ambulance crew than would result from a delayed response. These calls are reviewed on a case-by-case basis. The Contractor is only eligible for exemption when the time from call received to the time the ambulance unit goes enroute are within performance indicators and the unit reports the delay to dispatch at the time the delay is occurring.
- (3) Multiple unit responses - The first arriving unit will be held to response time standards. Subsequent units that arrive late will be automatically exempted.

- (4) Data recording errors when accurate information can be verified.
- (5) Inaccurate address given by the reporting party. If inaccurate response information is the result of an error by the Contractor's personnel, appeal will not be allowed. An appeal may only be considered if the address change is significant enough to change the route of the ambulance.
- (6) Locally declared disaster - The Contractor may request exemption from the EMS agency response time standards during times of declared "emergencies", locally or in a neighboring county, as defined in the California Government Code, Section 8550 et seq.

b. Discretionary Appeals Process

The following are guidelines for use by EMS Agency staff and the Fresno County Emergency Medical Care Committee in evaluating an appeal by the Contractor. These standards may be modified at any time by the EMS Agency with the approval of the Fresno County Emergency Medical Care Committee; the Agreement shall be subject to such modifications.

(1) Rural Transport By A Closer Agency

The Contractor may apply for an appeal when it appropriately refers a call to a closer back-up agency (consistent with EMS Agency Policies and Procedures), and that back-up agency initiates transport. *The Contractor is only eligible for exemption when the Contractor has complied with its system status plan including back-up coverage requirements for rural-based units.*

(2) Rendezvous

The Contractor may apply for an appeal as a result of an attempt to rendezvous with a moving vehicle. Fixed location rendezvous are not eligible for appeal.

(3) Multi-Casualty Incident (Within EOA) - Appeals for incidents while there is a Multi-Casualty Incident occurring elsewhere within the EOA.

The Contractor is eligible only if three or more of the Contractor's

ambulance units are simultaneously committed to the Multi-Casualty Incident and the Contractor is staffed to the system status plan. The Contractor is only eligible for exemption when the time from call received to the time the unit is enroute is within performance indicators (120 seconds) (Section II.P.4., herein). If the appeal meets the above conditions, the Contractor is eligible for a one-for-one appeal for each unit starting with the third unit.

- (4) Incidents Outside of the EOA - Appeals for incidents when the Contractor has responded one or more ambulance units outside of the EOA for a Mutual Aid/Instant Aid response.

The Contractor is eligible only if two or more of the Contractor's ambulance units are simultaneously committed to a Mutual Aid/Instant Aid response (including a Multi-Casualty Incident) outside of the EOA and the Contractor is staffed to the system status plan. The Contractor is only eligible for exemption when the time from call received to the time the unit goes enroute is within performance indicators (120 seconds) (Section II.P.4., herein). If the appeal meets the above conditions, the Contractor is eligible for a one-for-one appeal for each unit starting with the second unit.

- (5) Remote or Wilderness Area Distance Exception

In remote or wilderness areas of the EOA (and based upon compliance with rural-based ambulance unit coverage and backup ambulance coverage), if response time standard is not possible from normal ambulance unit posting location - *the Contractor is only eligible for exemption when* the Contractor is staffed to the system status plan and the time from call received to the time the unit goes enroute are within performance indicators (120 seconds) (Section II.P.4., herein).

Q. Liquidated Damages for Failure to Meet Minimum Performance Standards

The Agreement will provide that the Contractor shall agree that it has carefully examined the nature of the tasks to be performed under the Agreement, that time is of the essence in the Contractor's performance of its services under the Agreement, that the response times standards provide adequate time for the performance of its services under the Agreement, and that such response times standards represent the outer limits of acceptable performance; delays beyond the response times will result in damage to County, the EMS Agency and the residents and visitors of the County. Therefore, the Agreement will include provisions for

the payment of liquidated damages from the Contractor due to Contractor's failure to perform to the requirements of the Agreement. The parties will agree that such payment shall be considered as liquidated damages, and not as penalties, and further such sums recited in the Agreement represent a reasonable endeavor by the County, the EMS Agency, and the Contractor to estimate a fair compensation for the foreseeable damages to the County, the EMS Agency and the residents and visitors of the County from the Contractor's failure to comply with the Agreement. The following liquidated damages provisions shall be incorporated into the Agreement:

1. Individual Priority 1 and Priority 2 Responses

Any individual Priority 1 or Priority 2 response that has a response time of greater than 10 minutes and 00 seconds in those areas defined as Metropolitan/Urban; or a response time of greater than 30 minutes and 00 seconds in those areas defined as Rural; or a response time of greater than 60 minutes and 00 seconds in those areas defined as Remote/Wilderness, shall be subject to a liquidated damage of fifteen dollars (\$15) per minute for each minute, or fraction thereof, past this requirement.

2. Individual Priority 3 and 4 Responses

Any individual Priority 3 or 4 response that has a response time of greater than 20 minutes and 00 seconds in those areas defined as Metropolitan/Urban; or a response time of greater than 40 minutes and 00 seconds in those areas defined as Rural; or a response time of greater than 90 minutes and 00 seconds in those areas defined as Remote/Wilderness, shall be subject to a liquidated damage of five dollars (\$5) per minute for each minute, or fraction thereof, past this requirement.

3. Individual Priority 5 Responses

Any individual Priority 5 response that has a response time of greater than 30 minutes and 00 seconds in those areas defined as Metropolitan/Urban; or a response time of greater than 45 minutes and 00 seconds in those areas defined as Rural or Remote/Wilderness, shall be subject to a liquidated damage of five dollars (\$5) per minute for each minute, or fraction thereof, past this requirement.

4. Individual Excessive Delay on a Cancelled Response

Response time standards do not apply to situations where the Contractor is cancelled prior to arrival at-scene, as a determination of whether the Contractor's unit *would or could* have arrived on-scene on-time cannot be objectively verified. However, in any case that an immediate (Priority 1, 2 or 3) or urgent (Priority 4) response is cancelled after a response which is twice as long as the response time

standard for that type of response (call received until unit cancelled), the response shall be subject to a liquidated damage of one hundred dollars (\$100) regardless of whether it is cancelled. Such liquidated damages may be appealed under applicable appeal criteria, including the distance appeal for remote, or wilderness responses.

5. Monthly Performance for Combined Priority 1 and 2 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time overall performance requirements for Priority 1 and 2 responses, the Contractor shall be subject to a liquidated damage of one hundred dollars (\$100) for each one-tenth of a percentage point less than the prescribed performance requirement. The EMS Agency may set standards for the measurement of selected rural or remote/wilderness area response times where it is determined by the EMS Agency that monthly response time standards are not appropriate due to low call volume. In such cases, the EMS Agency may establish criteria for evaluating response time performance on a quarterly basis rather than a monthly basis.

6. Monthly Performance for Priority 3 and 4 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time overall performance requirements for Priority 3 and 4 responses, the Contractor shall be subject to a liquidated damage of one hundred dollars (\$100) for each one-tenth of a percentage point less than the prescribed performance requirement. The EMS Agency may set standards for the measurement of selected rural or remote/wilderness area response times where it is determined by the EMS Agency that monthly response time standards are not appropriate due to low call volume. In such cases, the EMS Agency may establish criteria for evaluating response time performance on a quarterly basis rather than a monthly basis.

7. Monthly Performance for Priority 5 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time performance requirements for Priority 5 responses, the Contractor shall be subject to a liquidated damage of one hundred dollars (\$100) for each one-tenth of a percentage point less than the prescribed performance requirement.

8. BLS Unit Response

In the event the Contractor responds with a BLS (EMT-I) level ambulance unit instead of an advanced life support (paramedic) level ambulance unit to a type of response where an advanced life support (paramedic) ambulance is required by the terms of the Agreement, the Contractor shall be subject to a one thousand dollar

(\$1000) liquidated damage per incident.

9. Failed Response

In the event the Contractor fails to respond to, or is unable to respond and refers that call to another agency which results in an ambulance transport, the Contractor shall be subject to a fifteen hundred dollar (\$1500) liquidated damage per incident. Exceptions may be granted by the EMS Agency for instances of “instant aid” or “mutual aid” consistent with EMS Agency Policies and Procedures or where such service is governed under a formal written agreement between the Contractor and other agency or during periods of a locally declared disaster. *Note: Such agreements shall be subject to review and approval by the EMS Agency, and shall not relieve the Contractor from required response time performance for that portion of the EOA.*

In the event the Contractor fails to respond to, or is unable to respond to a call *and* fails to refer the call to another agency -- that is, the call receives *no response* -- and such incident requires an ambulance response by EMS Dispatch Protocols, the Contractor shall be subject to a five thousand dollar (\$5,000) liquidated damage per incident.

10. Dispatch staffing

In the event the Contractor does not meet the minimum daily staffing levels at the EMS Communications Center for a twenty-four (24) hour time period, the Contractor shall be subject to a liquidated damage of one hundred dollars (\$100) for every hour of dispatcher/supervisor staffing, or portion thereof, below minimum staffing requirements. Such liquidated damages shall not apply when the Contractor is one (1) hour or less below the minimum for the twenty-four hour period.

11. Failure to Properly Staff the EMS Communications Center

In the event the Contractor fails to staff any dispatch position at the EMS Communications Center with properly and appropriately certified, accredited, and licensed personnel, the Contractor shall be subject to a five hundred dollar (\$500) liquidated damage per shift.

12. Dispatch Performance

For each month that Contractor fails to achieve the prescribed monthly dispatch time performance requirements for answering 911 calls and alerting ambulance units, the Contractor shall be subject to a liquidated damage of five hundred dollars

(\$500) for each type of dispatch performance identified in Section II.O.3.c., herein (e.g., answering 911 calls, and alerting units to immediate responses), that is less than the prescribed monthly performance requirement.

13. Failure to Properly Staff an Ambulance Unit

In the event the Contractor fails to staff any ambulance which provides services pursuant to the Agreement with properly and appropriately certified, accredited, and licensed personnel, the Contractor shall be subject to a five hundred dollar (\$500) liquidated damage per incident.

14. Failure to Properly License an Ambulance Unit

In the event the Contractor fails to properly license an ambulance unit, which provides services pursuant to the Agreement, the Contractor shall be subject to a five hundred dollar (\$500) liquidated damage per ambulance unit per incident.

15. Failure to Properly Equip/Supply an Ambulance Unit

Any ambulance used by the Contractor to provide services under the Agreement failing to meet the minimum required equipment and supply requisites as specified by federal, state, and local law and regulation, including EMS Agency Policies and Procedures, upon inspection by the EMS Agency staff, including the EMS Medical Director(s), will be immediately removed from service until the deficiency is corrected. Such failure may subject the Contractor, at the discretion of the EMS Agency, to a liquidated damage of five hundred dollars (\$500) per occurrence.

16. Failure to Furnish Required Documentation

In the event the Contractor fails to furnish information, reports, or documentation as required by the Agreement, including, but not limited to, quality assurance and quality improvement documentation, the EMS Agency shall notify the Contractor of such failure. The Contractor shall have a period of time, which shall be reasonable under the circumstances, to furnish the required information, report, or document. If the Contractor does not furnish the information, report, or document within that time period, the EMS Agency may, at its option, impose a liquidated damage of fifty dollars (\$50) for each item of such information, report, or document which is not timely provided. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

17. Minor Breach

“Minor Breaches” shall be defined as failure by the Contractor to fulfill any or all of the terms and conditions of the Agreement which do not constitute a Material Breach of the Agreement by the Contractor, as that term is hereinafter defined. “Minor Breach” of the Agreement includes, but is not limited to, failure to comply with the response time performance requirements for any two (2) consecutive months, or for any three (3) non-consecutive months in a calendar year, or if the EMS Agency sets standards for the measurement of selected rural or remote area response times under Section II.P.11., herein, failure to comply with such response time performance requirements for any two (2) quarters in a calendar year.

The County and/or the EMS Agency, with the approval of the EMCC may impose liquidated damages, not to exceed five hundred dollars (\$500) for each failure which constitute “Minor Breach” of the Agreement, that has not been cured to the satisfaction of the EMS Agency Director, within thirty (30) calendar days from date of written notice being given by the EMS Agency Director. Such notice and opportunity to cure or respond is not required when such minor breach has occurred previously.

18. Modification of Liquidated Damage Amounts

The dollar amounts of liquidated damages specified in this Section II.Q., herein, shall be automatically increased by the percentage increase of any user fee adjustment authorized by the Board of Supervisors for the Contractor. Such increased liquidated damage amounts will be implemented on the same date as the relevant user fee adjustment. Such increased liquidated damage amounts will be rounded to the whole dollar.

19. Authority to Impose and Collect Liquidated Damages

The EMS Agency, with the approval of the Fresno County Emergency Medical Care Committee, shall have the authority to impose and collect such liquidated damages upon determination that conditions exist which warrant such liquidated damages.

20. Payment of Liquidated Damages

The Contractor shall pay all liquidated damages to the EMS Agency within fifteen (15) calendar days of the date that the EMS Agency mails a written invoice of such liquidated damage to the Contractor.

21. Appeal of Liquidated Damages

The Contractor shall have the right to appeal such liquidated damages to the EMS Agency by submitting a written request for appeal to the EMS Agency. This is the first step in an appeal process which can include, the Fresno County Emergency Medical Care Committee, the County Director of Community Health, and the Board of Supervisors. The specific process is outlined in Section II.NN, herein.

22. Liquidated Damages Suspended for Start-Up Period

The County and EMS Agency recognizes that the Contractor may require a short period to make adjustments to its initial system status and coverage plans. Therefore, the imposition of liquidated damages due to response time performance shall be suspended for the first three (3) months of the Agreement.

R. Ambulance Vehicles

Ambulance vehicles furnished upon the commencement of the Agreement shall be new (model year 2006 or newer and not previously used), shall be of either a Type I, II, or III (not including the disaster, supervisor, or rescue vehicle if not used as ambulances), and shall meet or exceed the current federal KKK-A-1822 minimum standards for: general vehicle design, type and floor plan; vehicle operation, performance, and physical characteristics; vehicle weight ratings and payload; chassis, power unit, and components; and electrical system and components (except vehicles are not required to be equipped with AC utility power); except where such minimum standards conflict with State of California minimum standards, in which case the state minimum standards shall prevail. Federal KKK minimum standards regarding portable medical or rescue equipment, emergency light configuration, and paint/external markings are not required. Upon the request of the Contractor, the EMS Agency may waive a specific requirement.

For new or replacement vehicles during the term of the Agreement, such equivalent federal KKK minimum standards shall be met at the time of the vehicle being placed into service, except where such minimum standards conflict with State of California minimum standards, in which case the state minimum standards shall prevail. All such ambulances shall also meet or exceed the equipment, marking, and licensing minimum standards of the State of California. All such vehicles shall be under the *three-way* or *direct* leasing programs, described in Section III.C., herein, or a combination thereof.

Vehicle markings shall include (and shall not be inconsistent with) the following on each side and the back of the vehicle:

1. “Paramedic Unit,” “Paramedic Ambulance”, and/or “Paramedic” (not required for BLS or specialty units – dual use units which are used for paramedic services shall

be marked with a mechanism for covering this wording when not used as a paramedic unit).

2. 9-1-1 information
3. County Seal and "Emergency Medical Services"

Specific examples are included in Attachment G, hereof.

S. Ambulance Vehicle Fleet Requirements

The Contractor shall furnish a sufficient number of ambulances equipped for ALS services to maintain a surplus of ambulances in excess of the Contractor's peak hour system status coverage, including rural-based units. Sufficient sets of ALS equipment shall be in inventory to staff each ambulance capable of emergency service (excluding specialty vehicles, such as pediatric/neonatal units).

T. Ambulance and Emergency Vehicle Replacement

The Contractor shall be responsible for developing and implementing a vehicle replacement program which incorporates provisions to rotate older vehicles out of "front line" service and replace them with new units at predesignated mileage or age limits consistent with the standards outlined in the bidder's proposal. Ambulances and emergency vehicles should be replaced as necessary to maintain the vehicle reliability proposed under this procurement process, including that vehicles shall not be utilized as ambulances for the Agreement after 275,000 miles of use.

U. Fuel and Lubricants for Ambulances and Emergency Vehicles

The Contractor shall be responsible for providing its own fuel and lubricants as necessary for its vehicles used under the Agreement. The Contractor may elect to utilize the County fuel system, consistent with the terms and conditions of Section III.A.6.b., herein.

V. Vehicle Maintenance Program

The Contractor's ambulance fleet maintenance program should share the primary objective of aircraft maintenance programs -- e.g., to prevent the occurrence of a disabling malfunction at a critical time, in this case while enroute to scene, at scene, or enroute to hospital with patient on board. Secondary objectives of an ambulance maintenance program include reduced costs of repairs, improved performance and fuel economy, extended safe useful life of equipment, higher resale or residual value of retired equipment, reduced accident rates, and other objectives that promote good equipment maintenance and repair

practices.

The Contractor shall provide a vehicle maintenance program which is designed and conducted so as to achieve high standards of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel knowledgeable in maintaining and repairing ambulances, developing and implementing standardized maintenance practices, utilizing replacement parts which conform to the Original Equipment Manufacturer's (OEM) standards for such parts, and incorporating an automated or manual maintenance program record keeping system. These records shall provide a sequential record of mechanical problems reported and work completed on the fleet and individual vehicles. Such maintenance personnel shall have documented training to Automotive Service Excellence (ASE) fleet certification and/or Manufacturer's Technician Training Course.

W. On-Board Equipment and Supplies

Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, state, and local requirements for ALS level ambulances, including the requirements of EMS Agency Policies and Procedures (EMS Policies #291 and #293). All vehicles, equipment and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

1. Paramedic Drug and Solution Inventory

The paramedic drug and solution inventories shall be in accordance with EMS Policy #293.

2. Resupply

Resupply of all disposable supplies and drug solutions are the sole responsibility of the Contractor. The hospitals in the Central California EMS region do not provide re-stock of any supplies to ambulance providers.

3. Installing and Debugging Equipment and Software

It is likely that the Contractor will become involved, from time to time, in assisting the EMS Agency with installing and debugging new communications-related or medical equipment and software which may be placed in service by the EMS Agency while the Agreement is in effect. It shall be the Contractor's responsibility to inspect such equipment for compatibility with the Contractor's ambulance operation, to cooperate and assist in installing and debugging such equipment/software, and to report to the EMS Agency in a timely manner

concerning any problems with such equipment which might reasonably require the EMS Agency or County's attention.

4. First Responder Resupply

Except for radio equipment and forms, the Contractor shall stock and resupply first responder units with all durable and disposable medical supplies and equipment as listed in EMS Policy #291 under First Responder Units (FRU/AED). EXCEPTION to EMS Policy #291: The Contractor is not required to provide any equipment or supplies listed under "Personal Protective Equipment", however, the Contractor will be required to supply the first responders with non-sterile gloves, which are routinely used at medical calls. Resupplying of disposable medical supplies shall only be supplies that are expended when treatment has been provided by first responder agencies in accordance with EMS treatment protocols. Such resupply is limited to responses occurring within the EOA. The stocking and resupply of durable medical equipment includes the on-going maintenance and replacement of such equipment. The Contractor will not be obligated to restock supplies used by first responder personnel for personal use or to restock personal "trauma bags" in personal vehicles. The restock of supplies is specifically for the supplies used on medical responses within the EOA that originated from the first responder apparatus. Since first responder agencies have already purchased and maintain durable medical equipment, the Contractor shall work with the first responder agencies within the EOA to develop a replacement schedule of equipment at the end of the equipments life and also to assume immediate responsibility of maintenance for the durable medical equipment.

The Contractor shall work with first responder agencies within the EOA to develop a plan for supplies and restock. The Contractor shall develop and implement a program where the Contractor shall furnish a supply of durable medical equipment immediately so as to assure that the first responder apparatus is not left without required medical equipment. In addition, the Contractor will assure that the durable medical equipment include the necessary accessories to appropriately use the equipment on a patient. For example, the Contractor shall provide long spine boards with straps and head blocks sufficient to maintain at least one (1) set on each staffed and volunteer fire department first responder unit located within the EOA. This program shall include procedures to exchange such long spine boards and straps/head blocks at the scene of the incident when such equipment has been used by first responder personnel on a patient transported by the Contractor's ambulance unit. Participation in this program is not required of each fire department in the EOA. Some of these departments may elect to provide their own equipment. For fire departments which do not wish to participate in this program at the commencement of the Agreement, but which later request to participate in it, the

Contractor shall have reasonable time period from the date of the request to plan, budget, procure equipment, and implement such a program with these additional fire departments.

X. Integration of Services

The Contractor shall integrate its services with the services of other EMS System participants including first responder agencies, law enforcement agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies.

Y. Committees

The Contractor shall participate in the appropriate local EMS committees and related subcommittees, as determined by the EMS Agency.

Z. Assistance to First Responder Services

The Contractor will not be required to provide non-transport first responder services separately from the emergency medical services which it is required to provide in connection with its ambulance operations under the Agreement. The Contractor will be responsible for coordinating its activities with the various non-transport prehospital provider agencies within the EOA. In addition, the Contractor shall provide assistance for those non-transport first responder services, as specified herein, in order to provide a coordinated and effective patient care delivery mechanism.

Non-transport first responder services are provided by most fire departments within the EOA. These agencies provide public safety first aid or EMT-I level services. In addition, the majority of these units provide BLS-defibrillation. The EMS Agency may designate additional first responder agencies to provide BLS-defibrillation or some first responder agencies to provide advanced life support (paramedic) or limited advanced life support (EMT-II) services.

While non-transport first responder services are not mandated by law, they provide an important service to the community. That is, the timely delivery of basic life support (i.e., airway management, CPR, and bleeding control and defibrillation) to patients with life-threatening emergencies. Therefore, the Contractor is required to assist non-transport first responder agencies in the following ways:

1. Stock and Resupply Program

Stock and resupply of durable and disposable medical supplies as described in

Section II.W., herein.

2. Paramedic Assist Training

The Contractor shall provide paramedic assist, upon request from a non-transport first responder agency, as described in Section II.Z.2, herein.

3. First Responder Assistance during Transport

Some emergency medical conditions require additional personnel during patient transport.

Specifically, patients in respiratory arrest, cardiac arrest, or an unstable airway generally require additional personnel during patient transport. The Contractor may provide such additional personnel or may request such assistance, as needed, from on-scene non-transport first responder personnel.

For incidents within the EOA, if the Contractor's paramedic personnel request that one or more first responder personnel assist with treatment during transport and such personnel do assist during transport, the Contractor shall provide the first responder agency with a fifty dollar (\$50) stipend for the incident (*not per person involved in the transport*). This stipend is not required for situations where the first responder is an EMT-Paramedic and, as team leader, accompanies the patient during transport. Nor does it apply in any other patient care situations or situations where the first responder personnel make their own determination that they will accompany the patient during transport.

Where a stipend is required to be paid under this Section II.Z.3, herein, the Contractor will arrange for transportation of first responder personnel to their station (fire station) within sixty (60) minutes of that ambulance unit's arrival at the hospital. If all such personnel are not returned to their station within such sixty (60) minute time period, the stipend for the incident will be increased to one hundred dollars (\$100). The increased stipend does not apply if the first responder agency elects to pick up its personnel prior to such sixty (60) minute time period.

AA. Continuous Quality Improvement

For the purposes of the EMS System, "quality improvement" shall mean the coordinated and confidential program of prospective, immediate, and retrospective monitoring of, and feed back on, the effectiveness and efficiency of the delivery of services in the EMS system. The EMS Medical Director and EMS Agency developed and implemented standards of care and medical direction to include prospective (e.g., training,

certification/accreditation/licensure standards, operational procedures), immediate (e.g., base hospital contact) and retrospective methods (e.g., quality improvement program audits). Employer/employee relationships at provider agencies shall be conducted in a manner which recognizes EMS personnel's obligation to provide care consistent with such standards. The obligation upon such personnel and agencies includes, but is not limited to, adherence to state and local laws and regulations, active participation in a quality improvement program, as established by the EMS Agency, cooperation with unusual occurrence and incident investigation (including certification/licensure review) conducted by the EMS Medical Director and the EMS Agency, and participation in appropriate EMS advisory groups, as determined by the EMS Agency.

The Contractor shall be an active participant in the EMS System and shall comply with all applicable federal, state, and local laws, regulations, and policies, including, but not limited to, EMS Agency Policies and Procedures for medical direction, quality improvement program, special incident reporting, and policies on data collection and evaluation. The Contractor shall identify a Prehospital Liaison Officer. The Contractor shall maintain the confidentiality of applicable EMS records including, but not limited to, patient information, medical records, medical audit documentation, and quality improvement records consistent with relevant Sections of federal and state law including, but not limited to, the National Health Information Privacy Standards issued by the U.S. Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Confidentiality of Medical Information Act of 1981, Section 56, et seq., of the California Civil Code, Section 1157 et seq., of the California Evidence Code, Section 1040 of the California Evidence Code, and Title 22, Division 9 of the California Code of Regulations.

The EMS Agency will assist the Contractor in developing, implementing, and maintaining an internal field and dispatch supervision system to provide evaluation of the Contractor's EMS personnel who are providing service under the Agreement according to EMS Agency Policies and Procedures.

1. Quality Improvement

The Contractor shall participate in the quality improvement program defined by EMS Agency Policies and Procedures.

The Contractor shall develop and maintain an internal Quality Improvement program which integrates with the quality improvement procedures of the EMS Agency. The Contractor's Quality Improvement program shall meet, at a minimum, the elements set forth below:

a. Patient's Rights

The Contractor shall develop and maintain patient's rights policies, which shall provide, at a minimum, the following to patients:

- (1) Fast, effective medical treatment and transportation to a health care facility of their choice, or as specified by EMS Agency Policies and Procedures, regardless of their ability to pay;
- (2) Appropriate information regarding the treatment needed with the right to refuse any treatment or service, as provided by law;
- (3) Full explanation of bills about which the patient or patient representative has questions;
- (4) Confidential treatment of patient information and medical records, as required by federal, state, and local law;
- (5) Actively listen to the patient during transport or later and answer all questions promptly;
- (6) Bill insurance or third-party payor as part of the service to the patient; and
- (7) Retention of patient records and patient access to their records, as required by law.

b. Internal Quality Improvement Program

- (1) Medical Care Personnel (EMT's & Paramedics)

The Contractor shall develop and maintain an internal Quality Improvement program. This program shall include, at a minimum, the following elements:

- (a) Review of all incident reports and cooperation with government and EMS Agency officials to generate data on system performance;
- (b) A Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel with the goal being identification and resolution of EMS system and intra-agency issues;

- (c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency's EMS Coordinator for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;
- (d) Observation and evaluation of EMT's and paramedics in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency. Such evaluations must be consistent with EMS Agency Policies and Procedures; and
- (e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.
- (f) A process for individual CE for identified individual areas of improvement to allow personnel to improve the level of service provided to the community.

(2) Dispatch/Communications Personnel

The Contractor shall develop and maintain an internal Quality Improvement (QI) program for its dispatch operations, which shall, at a minimum, include the following elements:

- (a) A mechanism for the identification and resolution of problems or potential problems related to dispatch and communications;
- (b) A dispatch QI committee that meets regularly to consider the following issues: receipt of calls to the EMS Communications Center; compliance with EMS triage and fire triage protocols; the effectiveness of dispatch procedures, ambulance unit coverage and ambulance unit utilization, system status management plan including posting locations, and field/dispatch rapport.

- (c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency's EMS Communication staff and EMS Coordinator for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;
- (d) Observation and evaluation of dispatchers, including compliance with EMS and fire call triage protocols, the effectiveness of dispatch procedures, ambulance/fire unit coverage and ambulance/fire unit utilization, system status management plan including ambulance posting locations. Such evaluations must be consistent with EMS Agency Policies and Procedures; and
- (e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum; and
- (f) A process for individual CE for identified individual areas of improvement to allow personnel to improve the level of service provided to the community.

BB. Inquiries and Complaints

The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions, as provided by law. The Contractor shall meet regularly with EMS Agency representatives to review all complaints received and the appropriate disposition/resolution, at which point the EMS Agency may conduct its own investigation of any or all complaints.

CC. Disaster Response

During a declared disaster, as determined by an agency of government either locally or in the neighboring jurisdiction, the normal course of business under the Agreement shall be interrupted from the moment the disaster situation is made known to the Contractor by the EMS Agency Director, or his designee. Immediately upon such notification, the Contractor shall commit such resources as are necessary and appropriate, given the nature of the

disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster related provisions of the Agreement are as follows:

1. During such periods, the Contractor may be released from response time performance requirements, including late run liquidated damages, until notified by the County's authorized representative that disaster assistance may be terminated. At the scene of such disasters, the Contractor's personnel shall perform in accordance with local operational disaster protocols established by the EMS Agency, or in the case of out-of-county incidents, local operational disaster protocols established for that area by that community.
2. The Contractor shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel.
3. The Contractor shall provide a minimum of one (1) authorized emergency vehicle as a disaster response vehicle as described in Section II.DD., herein.
4. When disaster assistance by the Contractor has been terminated, the Contractor shall resume normal operations under the Agreement as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.
5. During the course of the disaster, the Contractor shall use best efforts to provide local ambulance coverage, and may, if appropriate and in consultation with EMS Agency staff, suspend scheduled and, if necessary, urgent responses, informing persons requesting such service of the reason for the temporary suspension.
6. EMS Communications Center operations shall be altered as necessary to address the additional communications needs during disaster situations including the increased number of ambulance units, coordination of out-of-area mutual aid response units, hospital information coordination, and patient transport information. County disaster plans and EMS Agency Policies and Procedures shall govern dispatcher responsibilities and the role of County and EMS Agency staff in supervising and assisting with EMS Communications Center operations.
7. At the conclusion of such disaster assistance during declared disasters, the Contractor shall determine its *direct marginal costs* incurred during this disaster assistance which were not reimbursed under its normal compensation mechanisms and shall present such cost statement to the County Department of Community

Health for review. The Contractor shall allow, but not require, its personnel to render aid under such disaster conditions voluntarily and without compensation. The Contractor shall not include in its cost statement any charges for services rendered by personnel acting on a volunteer basis. The cost statement associated with rendering aid during disaster conditions shall be based solely upon the actual direct marginal costs, which shall be reasonable and verifiable, incurred by the Contractor in the course of rendering such disaster assistance, and shall not include the following:

- a. The cost of services which were offset by user fees or contract reimbursement mechanisms from services provided during the incident; or
 - b. The costs of maintaining production capacity that would have been borne by the Contractor to meet normal service requirements, if the disaster had not occurred, including multi-casualty situations and times of peak overload;
 - c. Bad debts for fee-for-service billing for patient transports as a result of the disaster situation.
8. During periods of evacuation due to earthquake, wild-land fire, or other emergencies, and in accordance with local disaster plans, the Contractor shall assist to the best of its ability in providing medical services to shelters and casualty collection points which may be established as a result of an evacuation. This would include the provision of medical care, oxygen, and medical supplies as necessary due to shortages which may occur. This may require the posting of an ambulance unit at specific locations in the County which are not normal posting locations including at such shelters and casualty collection points. According to local and EMS disaster plans, ambulance units and personnel are not the primary resource for providing such services, however, lack of, or exhaustion of resource may prompt their use as a back-up.

DD. Disaster Response Vehicle

The Contractor shall provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and, is authorized by the California Highway Patrol as an emergency response vehicle. This vehicle shall be kept in good working condition and available for emergency response to the scene. The vehicle should not be operated as an ambulance for day-to-day operations, but may be utilized as a supervisor vehicle. As a minimum, equipment inventory for the disaster response vehicle shall include backboards and straps, cervical collars, head immobilization sets, splints for legs and arms, bandaging material, oxygen, communications equipment, medical supplies,

and blankets.

Prior to November 1, 2007, the Contractor shall submit to the EMS Agency a written proposal for a minimum equipment inventory to be stored in the disaster response vehicle and describe the mechanism which will be utilized for inventorying and assessing the on-going usefulness of such equipment. Within two (2) weeks of receiving such proposal, the EMS Agency will take action to approve this proposal or request revisions of such proposal, and the EMS Agency will provide written notice to the Contractor. The Contractor shall have a procedure for the prompt staffing of this vehicle with a driver authorized to operate emergencies vehicles.

EE. Field Supervisor

The Contractor shall provide continuous supervision of its operations through a "Field Supervisor" who is available twenty-four (24) hours-per-day, each and every day of the year for 100% of the time that the Agreement is in effect. The Contractor shall establish a schedule for such Field Supervisors which provides for prompt availability of such personnel for major incidents, unusual occurrences, and management of complaints. The Field Supervisor should not be assigned or scheduled on an ambulance unit when the individual is the "Field Supervisor". The "Field Supervisor" shall be a licensed and locally accredited paramedic and assigned to a vehicle that is supplied and equipped to provide advanced life support care and treatment. The Contractor may utilize its disaster response vehicle as its Field Supervisor vehicle.

FF. Advanced Life Support (Paramedic) Technical Rescue Team

The Contractor shall staff and equip an advanced life support (paramedic) technical rescue team. The purpose of this team is to provide a medical response to incidents which also require expertise in technical rescue. The Contractor's technical rescue team will provide or assist with technical rescue activities under the direction of the on-scene incident commander. In most cases, the on-scene incident commander will be the senior on-scene fire or law enforcement official. This will frequently involve coordination with the Fresno County Sheriff's Office. Due to overlapping jurisdictional responsibilities, the Contractor's team will need to coordinate its on-scene activities with several different responding agencies.

Training and equipment requirements for the advanced life support (paramedic) technical rescue team may be modified by the Contractor, with the written approval of the EMS Agency Director, when the ongoing evaluation of the effectiveness of the team's operation prompts the need to increase or decrease the scope of the team's services. In addition, consideration will be given for the consolidation of this team with other rescue teams operating in the County. If such consolidation occurs, it will be formalized through

amendments to the Agreement.

The Contractor shall establish a liaison with the Fresno County Sheriff's Office, City of Fresno, and other agencies having rescue capabilities to coordinate rescue team activities. In addition, the Contractor shall establish liaisons for coordination with other rescue organizations with which the Contractor's team may be working.

The Contractor shall identify a rescue team supervisor.

1. **Staffing**

The Contractor shall provide a rescue team available for responses twenty-four (24) hours-per-day, each and every day of the year for 100% of the time that the Agreement is in effect. A minimum of four (4) rescue team members shall be on-duty at all times. The Contractor may utilize these personnel to staff ambulance units. For safety purpose during specialized types of responses, the Contractor may determine that additional team members must be on-duty. These additional personnel can be provided through on-duty or on-call mechanisms as long as there is no delay in the utilization of on-call staff.

Rescue team staff configuration must include a minimum of two (2) EMT-Paramedics on-duty at all times. The Contractor may utilize EMT-I rescue team personnel if the Contractor proposes to have more than two (2) rescue team members on-duty. Contractor's staffing policy shall adequately address the primary mission of providing advanced life support (paramedic) level skills directly to the patient requiring technical rescue. Therefore, the use of EMT-I team members should allow for the use of the paramedic in the direct rescue for patient care, and not limit the role of the paramedic to supervision of rescue operations with the EMT-I directly performing the rescue operation.

The Contractor shall implement agility and technical performance standards for team selection and continued membership. Such standards shall be assessed every six (6) months by the Contractor.

2. **Training**

Prior to being scheduled to function on the rescue team, each team member shall at a minimum be trained to the following level:

- a. *Rescue-3* Swift-water Rescue Technician I and II;
- b. Commercial certification in advanced technical rope rescue;

- c. Commercial training as an advanced open water diver;
- d. Training in SCUBA water search and rescue and night/limited visibility diving;
- e. Training in mapping in mountainous areas;
- f. Helicopter orientation.

The Contractor shall establish minimum standards for on-going rescue team training.

Coordinated training activities should be scheduled with the Fresno County Sheriff's Office, City of Fresno, and other agencies having rescue capabilities, including the California Highway Patrol Helicopter. *Note: Based upon current EMS Agency Policies and Procedures, the CHP helicopter is simultaneously dispatched with the rescue team to all rescue responses.*

3. Equipment

The Contractor shall provide its rescue team appropriate specialized rescue equipment for all weather situations (including individual communication equipment for rescues). The Contractor's rescue equipment inventory shall be sufficient to provide rescue team training without removing the rescue team from "in-service" status. Specific equipment shall include, but not be limited to:

- a. Cold weather gear (coats, gloves, and the like) with an equipment bag sized to fit all personal rescue gear issued to each team member.
- b. Safety equipment for each team member, including rescue helmets with face protection, personal rescue gear, personal floatation device, and wet suits.
- c. Appropriate mapping equipment, and compass.
- d. Portable lights, dive lights, and flashlights.
- e. Equipment for technical rope rescue to safely support a minimum of two (2) rescuers and one (1) patient simultaneously. This includes all equipment necessary to repel and belay, hauling and lowering systems, and appropriate anchors.

- f. Equipment for SCUBA diving including spare air bottles.
- g. Equipment for patient movement including patient immobilization (e.g., Miller Body Splint), patient movement (e.g., stokes litter), and patient protection.
- h. Cellular telephone assigned to the rescue team vehicle.
- i. Pagers for each team member for personnel recall.
- j. Special packaging of ALS equipment to facilitate care during rescues.
- k. Access to a four-wheel drive vehicle for transportation of personnel and equipment. The equipment and the personnel for the rescue team may be assigned to a specific specially designed ambulance vehicle or the personnel may be assigned to standard ambulances and the rescue equipment may be separately transported in a specialized rescue vehicle. If the rescue team vehicle must separately respond to an incident, it shall be simultaneously dispatched with team members.

4. Coordination with SWAT Team responses

Currently, the rescue team is the primary ambulance responded throughout the County for incidents involving the Fresno County Sheriff's Office SWAT Team and the Fresno City Police Department SWAT Team. Rescue team members are not members of the SWAT Team and do not carry firearms. The role of the rescue team is to coordinate medical support operations for the SWAT Team incident. This requires periodic training with the SWAT Team. Such medical support activities may be provided for other SWAT Teams throughout the County. To facilitate this support, some current rescue team members have completed a tactical medic course recommended by the National Tactical Officers Association.

5. County-wide Services

The Contractor shall provide rescue team services, at no cost, on a county-wide basis. In addition, the rescue team shall provide standby services as defined in Section II.FF., herein, at no cost, on a county-wide basis for the Fresno County Sheriff's SWAT Team.

GG. Special Event and Standby Services

The Contractor shall provide, at no cost, standby advanced life support (paramedic) coverage at the request of any public safety agency in the EOA, including police, sheriff, fire, California Highway Patrol, with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's system status plan. The Contractor shall provide, at no cost, standby advanced life support (paramedic) coverage at the request of any fire agency in the EOA with a dedicated unit for standby at working structure fires. This does not include standby services for grass, wildland and forest fires, which is normally addressed under a separate agreement. In the event the Contractor receives conflicting requests for such standby services and cannot meet all of the requests under its system status plan, then the Contractor shall provide such coverage at its own reasonable discretion.

The Contractor shall provide standby special event coverage at no cost with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's system status plan. The Contractor is encouraged to provide such non-dedicated standbys to events currently receiving such services (e.g., high school football games). If the Contractor is requested to provide such services with a dedicated ambulance unit, then the Contractor may enter into a separate agreement with the requesting party for such service. The Contractor shall make every attempt to negotiate a fair and reasonable charge for such services, which shall not exceed the maximum allowable user fees as set forth in the Agreement.

HH. EMS Aircraft

The County reserves the right to allow fixed wing air ambulance service, helicopter air ambulance service or helicopter air rescue services to operate in the County for the purposes of providing aeromedical transportation services (both immediate and scheduled). This includes flights and transportation within and over the EOA. Prehospital utilization of such services is based upon EMS Agency Policies and Procedures. The Contractor shall comply with EMS Agency Policies and Procedures regarding the use of these services when they are deemed by the EMS Agency to be in the best interest of patient care. Dispatch services for helicopter ambulance services and helicopter rescue services shall be provided by the EMS Communications Center in accordance with EMS Agency Policies and Procedures. The Contractor may provide such helicopter services, subject to the County and EMS Agency approval.

II. Data Collection

1. The Contractor's data collection and reporting system shall meet the following minimum standards:
 - a. The Contractor's dispatcher shall, for each request for ambulance service,

regardless of response priority, geographic origin, nature (including instant/mutual aid), and final disposition, complete an approved dispatch record, using EMS Agency approved coding conventions and time-stamping rules.

- b. The Contractor shall ensure that all radio and telephone communications with and between persons/agencies requesting service, its ambulance and fire units, personnel, and the EMS Communications Center (including Pacific Bell time track) are recorded and maintained in accordance with EMS Agency Policies and Procedures.
- c. The Contractor shall be responsible for ensuring that its personnel comply with all EMS Agency Policies and Procedures regarding documentation requirements as they relate to ambulance responses and patient care, including but not limited to, Prehospital Care Reports (PCR), and Release of Medical Care and Transport (RMCT) forms.
- d. The Contractor shall make available to its personnel, Incident Report Forms and QA/QI report forms, and shall encourage the appropriate use of such forms in accordance with EMS Agency Policies and Procedures and the Contractor's internal QA/QI program.
- e. The Contractor shall develop and furnish its personnel with an "Equipment Failure Report" form and encourage the appropriate use of such in accordance with the Contractor's internal vehicle and equipment maintenance program. Copies of such forms shall be provided to the EMS Agency, upon request. Additionally, the Contractor shall document its findings regarding such report and, as indicated, the measures taken to correct or eliminate the problem.
- f. The Contractor shall provide the EMS Agency with a copy of Contractor's system status plan and, as indicated in Section II.L., herein, any changes made to such plan.
- g. The Contractor shall be responsible for ensuring that its personnel possess the appropriate licenses, certifications, and accreditation necessary to perform their duties for the Contractor during the Contractor's performance of its obligations under the Agreement. The Contractor shall provide the EMS Agency with a listing of its personnel and their license, certification, and accreditation information. The Contractor shall update such list and shall provide a copy to the EMS Agency upon request.

- h. The Contractor shall document each instance when any ambulance response resulted in a response time in excess of the prescribed response performance requirement, and shall detail the reason for such delayed response time. Similar documentation shall be prepared for all ambulance calls with greater than two (2) minutes elapsed time between the EMS Communication Center's receipt of request and alerting of the ambulance unit, and for all ambulance calls with greater than two (2) minutes elapsed time between the EMS Communications Center's alerting of the ambulance unit and the ambulance unit enroute. Such documentation shall be provided to the EMS Agency on a monthly basis.
- i. The Contractor shall provide to the EMS Agency, within five (5) working days of the end of the month, metro, rural, and wilderness scheduled unit hours and actual unit hours.
- j. The Contractor shall maintain a copy of all of the Contractor's financial statements which clearly support and identify the operations which are the subject of the Agreement, and shall prepare an annual report of the financial results of such operations. This annual report shall be prepared and audited by an independent certified public accountant. The County and the EMS Agency shall have the right to examine and audit such financial records at any reasonable time.
- k. The Contractor shall operate or contract for a data processing, billing collection and reporting system sufficient to allow the County and EMS Agency to monitor and investigate the Contractor's performance and compliance under the provisions of the Agreement, the Contractor's proposal in response to this procurement process, Contractor's system status management plan, and applicable Federal, State and local laws and regulation.
- l. The Contractor shall maintain billing and accounts receivable information as required by the terms of the Accounts Receivable Lock Box Agreement described herein, billing records capable of documenting the Contractor's compliance with authorized fee-for-service charges, and account records capable of linking payments received over time to the calendar month in which the receivable relating to such payments was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of the County and EMS Agency.
- m. In the case of a traffic accident involving Contractor's ambulance, the

Contractor shall immediately notify the on-call EMS staff. The Contractor shall prepare and provide the EMS Agency a written report, satisfactory to the EMS Agency, concerning such ambulance accident within five (5) calendar days following the accident. The Contractor shall provide the EMS Agency with a copy of the applicable police report within thirty (30) calendar days following the accident.

- n. The Contractor shall provide a monthly report on education and public information activities.

JJ. Education and Public Information Programs

1. In-house education

a. Driver Training

The Contractor shall ensure that all of its personnel utilized as drivers of ambulances and authorized emergency vehicles shall have appropriate state licensure for both a basic driver's license and for an ambulance driver's license. Additionally, each of these personnel shall have demonstrated competency through completion of the Contractor's emergency vehicle operations course. The Contractor shall provide documentation to the EMS Agency of each driver's satisfactory completion of the Contractor's emergency vehicle operations course, prior to that individual being utilized by the Contractor as the driver of an emergency vehicle. The Contractor shall provide a copy of the Contractor's emergency vehicle operations course curriculum, and any revisions thereto, to the EMS Agency.

b. Extrication

The Contractor annually shall co-sponsor, with a local fire department, a course in extrication. The Contractor shall require its personnel to satisfactorily complete such a course within one (1) year of such personnel beginning field operations. Periodic repeat training is not required for individuals who have satisfactorily completed such a course.

c. Rescue Orientation

The Contractor shall provide an orientation course for all of its field personnel in supporting rescue team activities. The course shall be designed to allow field personnel to safely assist the Contractor's rescue team in rescue operations. Individuals shall satisfactorily complete such

orientation within ninety (90) calendar days of the date that they commence work in field operations.

d. Incident Command System (ICS)/Standardized Emergency Management System (SEMS)/National Incident Management System (NIMS) Training

The Contractor shall provide an introductory and annual refresher courses in the methodologies of the key incident management systems - the Incident Command System (ICS) and the Standardized Emergency Management System (SEMS)/National Incident Management System (NIMS) - for its entire field and dispatch personnel providing services under the Agreement. This course shall be designed to integrate with the ICS/SEMS/NIMS procedures implemented by the County's Office of Emergency Services (OES) and the EMS Agency. The Contractor may utilize outside agencies to provide this training. Such training shall meet or exceed the standards prescribed by the California Office of Emergency Services (OES). Currently, up to four (4) hours of ICS/SEMS training are required.

2. System Education

a. ACLS Course

The Contractor shall provide or sponsor a minimum of one (1) primary advanced cardiac life support course (American Heart Association standards) each calendar year for its personnel and shall allow paramedics and nurses from other provider agencies to attend.

b. EMS Continuing Education

The Contractor shall provide monthly in-service training programs for its personnel. Such programs shall be approved by the EMS Agency and shall annually provide a minimum of twenty-four (24) hours of advanced life support (paramedic) level continuing education, twelve (12) hours of EMT-I level continuing education and twelve (12) hours of dispatcher continuing education. Such training programs shall be open to personnel from local hospitals and EMS provider agencies.

c. EMT-I Training

The Contractor shall sponsor (through an EMS Agency-approved training agency) a minimum of one (1) EMT-I primary training course each

calendar year.

d. Paramedic Assist Training

The Contractor shall develop and provide a paramedic-assist training program of up to eight (8) hours (approved by the EMS Agency) to first responder personnel stationed within the EOA, upon the request of their provider agency. Consistent with EMS Policy #542, paramedic assist training concerns the training of BLS personnel on procedures that should be used to assist paramedic personnel with the provision of ALS procedures. The length of the program and topics covered in the program will be in accordance with EMS Agency protocol standards for BLS personnel assisting paramedic personnel.

e. EMS Primary Training

The Contractor shall, upon the request of the EMS Agency, participate in the education, training, and in-service training of dispatchers, first responder, EMT-I, National Park Service Parkmedic, EMT-Paramedic, Mobile Intensive Care Nurse, and EMS Base Hospital Physician personnel. The Contractor shall provide an orientation of its local operation, upon request, to prehospital first responders operating within the EOA and for EMS training programs conducted by the EMS Agency. The Contractor shall provide adequate numbers of EMS Training Officers for the EMS Agency's field evaluations and EMS primary training programs (including, but not limited to, field internships for Parkmedic students and paramedic students).

3. Community Education

a. CPR Training

The Contractor shall annually sponsor or participate in a minimum of twenty-four (24) CPR classes in the Metropolitan/Urban area and twelve (12) CPR classes in the Rural and Remote/Wilderness area. Such training programs shall be publicized within the EOA to schools, industry, business, government and the general public, and rotated throughout the EOA.

b. Public Information

The Contractor shall participate in general public information and

education programs upon reasonable request by the public or community organizations.

KK. Safety Program

The Contractor shall maintain compliance with the guidelines and requirements of the Federal Occupational Safety and Health Administration and California Occupational Safety and Health Administration. Additionally, the Contractor shall take actions necessary to minimize the risk of disease or injury to all of the Contractor's personnel, and provide a safety and risk management program.

LL. Other Requirements

In addition to the other provisions set forth in the Agreement, the Contractor shall be an active participant in the EMS System and comply with all applicable federal, state, and local laws, regulations, and EMS Agency Policies and Procedures that now exist or may hereafter be enacted, including, but not limited to, those related to medical direction, quality assurance, special incident reporting, treatment protocols, medical equipment, transportation, disaster operations, data collection and evaluation, dispatch, communications, training, certification and accreditation standards.

MM. Contract Administration

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County and EMS Agency's representatives, including the EMS Medical Directors, may observe the Contractor's operations, and the Contractor shall make available to the County and EMS Agency for examination, its records with respect to all matters covered by the Agreement, make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to any and all matters, in connection with the Agreement. County and EMS Agency representatives may, at any time, and without prior notification, directly observe the Contractor's operation of the EMS Communications Center, maintenance facility, and any ambulance post location. County and/or EMS Agency representatives may ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, County and EMS Agency representatives shall conduct themselves in professional and courteous manner, shall not interfere in any way with the Contractor's personnel in the performance of their duties, and shall at all times be respectful of the Contractor's employer/employee relationship.

The County and EMS Agency's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, and reasonable

notification shall be given to the Contractor in advance of any such visit.

This right to directly observe the Contractor's field operations, EMS Communications Center operations, and maintenance facility, shall also extend to authorized representatives of the Fresno County Emergency Medical Care Committee, provided that such persons do not interfere with, and are polite to the Contractor's personnel at all times during such.

The Contractor shall retain and make available for inspection by the County and EMS Agency, for at least a three (3) year period from expiration of the Agreement, all of the documents and records required and described herein. The Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Government Code Section 8546.7).

NN. Dispute and Appeals Process

1. Overview

Administration of the Agreement provides a multi-layered system in order to allow the EMS Agency to enforce the Contractor's performance of its obligations according to the terms and conditions of the Agreement. The Contractor shall assume the role in monitoring its performance under the Agreement by ensuring that its personnel and equipment are in compliance with the terms of the Agreement at all times. The EMS Agency is primarily responsible for administration of the Agreement. The Fresno County Emergency Medical Care Committee, the County Director of Community Health, and the Board of Supervisors also provide a role in the Dispute and Appeals Process.

2. The Fresno County Emergency Medical Care Committee (EMCC)

The Fresno County Emergency Medical Care Committee (EMCC) is an eleven (11) member EMS Advisory committee appointed by the Board of Supervisors. The EMCC provides for a public review of the Contractor's performance under the Agreement. The EMCC has multiple responsibilities under the Agreement, including a role in the Dispute and Appeals process.

3. Appeal to the EMS Agency Director

The Contractor shall have the right to appeal late responses, reported minor breaches, and liquidated damages to the EMS Agency's Director by submitting an appeal, in writing, within ten (10) calendar days of receiving written notification of a late response and/or liquidated damage, including liquidated damages as a result of a minor breach by the Contractor. Such an appeal shall include the following:

- In the case of late responses, the Contractor shall explain and provide documentation supporting the reasons why the Contractor believes such late response should be exempted from performance requirements;
- In the case of liquidated damages, the Contractor shall explain and provide documentation supporting the reasons why the Contractor believes such liquidated damage should not be assessed; or
- In the case of minor breaches, the Contractor shall explain why the Contractor is not in breach or document a correction of the breach to the satisfaction of the EMS Agency.

The EMS Agency's Director or his designee shall review all requests for exemption from such requirements and respond in writing to the Contractor within ten (10) calendar days of the receipt of such request and advise of the determination of such review. The EMS Agency shall provide a report to the EMCC of all appeals by the Contractor which are denied by the EMS Agency's Director or his designee.

4. Appeal to the EMCC

In situations where the Contractor objects to the action of EMS Agency's Director, or his designee, to deny an appeal regarding enforcement of the Contractor's obligations under the Agreement, including the EMS Agency's imposition of liquidated damages, the Contractor may appeal such a decision to the EMCC. The EMCC may support, modify, or overrule the decision of the EMS Agency's Director. In the case of an appeal of a late response or liquidated damage (other than for Minor Breach), the decision of the EMCC shall be final.

5. Appeal to the Director of Community Health

In the case of appeals for minor breaches, where the EMCC, at the request of the Contractor, has reviewed such matter and has made a determination that the grounds are sufficient to justify the actions proposed by EMS Agency's Director, the Contractor shall have the right to appeal such ruling by requesting a hearing on such matter by the County Director of Community Health, or his designee. In such cases, the Contractor must make a written request for such hearing by the County Director of Community Health, or his designee, within fifteen (15) calendar days of the date that the EMS Agency mails a written notice, documenting the EMCC's action in this matter, to the Contractor. Upon the timely receipt of written request for a hearing, the County Director of Community Health, or his designee, shall set a date and time for a hearing to be conducted within thirty (30) calendar days of

receipt of such request, and send notice of the date and time for the hearing, by first class mail - Return Receipt Requested - to the Contractor at least fifteen (15) calendar days before hearing date. At the hearing, the Director of Community Health, or his designee, shall consider all evidence related to the action. The Contractor may present evidence explaining the Contractor's reasons why such action should not be imposed. Within five (5) days from the conclusion of the hearing, the County Director of Community Health, or his designee, shall issue a decision regarding his or her ruling as to the issues and evidence presented, which shall include a determination regarding the imposition, waiver, modification, or suspension of any applicable action, or liquidated damage associated with the minor breach. Contractor shall be provided a written notice documenting such decision.

In any situation where the EMCC has overruled the action of EMS Agency's Director regarding the EMS Agency's enforcement of the Contractor's obligations under the Agreement, other than a late response or liquidated damages (other than for Minor Breach), the County Director of Community Health, or his designee, shall have the right in his own initiative to review, and as he deems appropriate, overturn the decision of the EMCC. In such case where the County Director of Community Health, or his designee, overturns a decision of the EMCC, the County Director of Community Health, or his designee, shall notify in writing the EMCC and the Contractor of his decision. The Contractor, consistent with the procedure as stated above, shall have the right to request a hearing with the County Director of Community Health, or his designee, regarding such decision.

6. Appeal to the Board of Supervisors

When the County Director of Community Health, or his designee, at the request of the Contractor, has reviewed the circumstances for imposing such an action and has determined that the grounds are sufficient to justify the imposition of an action regarding a minor breach, the Contractor shall have the right to appeal such ruling by requesting a hearing on such matter by the Board of Supervisors. In such cases, the Contractor must make a written request for such hearing by the Board of Supervisors within fifteen (15) calendar days of the mailing of a written notice from the County Director of Community Health, or his designee, of the action. The request for such Board of Supervisors' hearing shall be submitted to the Clerk to the Board of Supervisors with an additional copy of such request provided to the Department of Community Health. Upon the timely receipt of a written request for a hearing, the Board of Supervisors shall set a date and time for a hearing to be conducted within thirty (30) calendar days of receipt of such request, and send notice of the date and time for the hearing, by first class mail - Return Receipt Requested - to the Contractor at least fifteen (15) calendar days before hearing date.

At the hearing, the Board of Supervisors shall consider all evidence and testimony related to the imposition of the action. The Contractor may present evidence and testimony explaining the Contractor's reasons why such action or liquidated damages associated with the minor breach should not be imposed. Upon conclusion of the hearing, the Board of Supervisors shall issue a decision regarding their ruling as to the issues at hand and determination regarding the imposition, waiver, modification, or suspension of the action or liquidated damages. The decision of the Board of Supervisors regarding such matters shall be final.

III. Special Fiscal and Default Provisions

A. Compensation

The Contractor agrees to accept the following as full compensation for any and all services rendered under the Agreement:

- Use of County-provided EMS communication system infrastructure, including the EMS Communications Center, as specified herein; and
- Use of County-provided EMS communication system equipment, as specified herein; and
- Designation by the EMS Agency as the exclusive provider of emergency ambulance service and advanced life support (paramedic) ambulance service within the EOA as provided herein; and
- Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s); and
- Income from fee-for-service revenues and contracted services charged to user as provided herein; and
- Monthly cash compensation (in conjunction with County provided equipment and support) for ambulances services provided to the County or County facilities such as County Jail facilities, Juvenile Hall, other County Correctional facilities, and for persons in the Sheriff's custody or persons certified by the County as being in the County Medical Services Program pursuant to Welfare and Institutions Code Section 17000.
- Monthly cash compensation for the provision of fire dispatch services provided to local fire agencies such as the City of Fresno Fire Department.

The County and the Contractor agree that the cash and non-cash compensation provided by County to Contractor under the Agreement shall fulfill and discharge any and all obligations that County may presently or at any time during the future have during the term of the Agreement, if any, to compensate, reimburse or otherwise pay Contractor for rendering services to persons certified by the County as being in the County Medical Services Program pursuant to Welfare and Institutions Code Section 17000.

The primary compensation for the Contractor for services rendered under the Agreement will be from funds received from fee-for-service billings and collections from patients and responsible third parties and contract reimbursement mechanisms as provided herein. This includes charges to Medicare and MediCal (MediCaid) for services to beneficiaries of these programs.

Fees and other reimbursement mechanisms for services, other than ground ambulance services and ground advanced life support (paramedic) ambulance services, are not regulated through the Agreement. This includes, but is not limited to, air ambulance services, and critical care transportation services.

1. Fee-for-Service

The maximum allowable fees that the Contractor may charge patients for services under the Agreement are limited to the following fees.

a.	ALS Base Rate	<u>To be defined in bidder's price sheet</u>
b.	ALS-1 – Emergency Base Rate	158% of ALS Base Rate
c.	ALS-2 Base Rate	230% of ALS Base Rate
d.	BLS Base Rate	83% of ALS Base Rate
e.	BLS Emergency Base Rate	133% of ALS Base Rate
f.	Paramedic Intercept	146% of ALS Base Rate
g.	Mileage (rate per mile)	\$18.00 per loaded mile
h.	Non-Transport Fee	146% of ALS Base Rate
i.	Stand-by rate (waiting with patient)	\$30.00/15 minutes
j.	Special Event Stand-by (dedicated unit)	\$30.00/15 minutes

The bidder must propose an ALS Base Rate in whole dollars. Other base rates, as calculated from the bidder's proposed ALS Base Rate, will be rounded to the

nearest whole dollar.

The fee structure and the following Billing Level Definitions were developed to coincide with Federal Register, Part IV, Department of Health and Human Services, Centers for Medicare and Medicaid Services, section 42 CFR Parts 410 and 414 - Medicare Program; Fee Schedule for Payment of Ambulance Services; Final Rule, published in the February 27, 2002 Federal Register, pages 9100 through 9135 as further clarified in the Program Memorandum to Intermediaries/Carriers Transmittal AB-02-130.

2. Billing Definition

- a. BLS Base Rate – Transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician – basic (EMT-Basic).
- b. BLS-Emergency Base Rate - A BLS Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is a BLS or ALS1 level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.
- c. ALS1 Base Rate – Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an **ALS assessment** or at least one **ALS intervention**.
- d. Advanced Life Support (ALS) Assessment – An assessment performed by an ALS crew as part of an **emergency response** that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.
- e. Advanced Life Support Intervention – a procedure that is, in accordance with State and local laws, beyond the scope of an emergency medical technician-basic (EMT-Basic).

- f. ALS1-Emergency Base Rate - An ALS1 Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is a BLS or ALS1 level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.
- g. ALS2 Base Rate – The transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance vehicle transport and the provision of at least one of the ALS2 procedures listed below:
 - (1) Manual defibrillation/cardioversion
 - (2) Endotracheal intubation
 - (3) Central venous line
 - (4) Cardiac pacing
 - (5) Chest decompression
 - (6) Surgical airway
 - (7) Intraosseous line
- h. Paramedic Intercept - ALS services provided by an entity that does not provide the ambulance transport. This includes ALS rendezvous. These services are defined in 42 CFR 410.40.
- i. Mileage (loaded Mileage) – is the number of miles for which the patient is transported in the ambulance vehicle.
- j. Non-Transport Fee -The non-transport fee is charged when the Contractor's paramedic personnel perform ALS treatment skills (excluding EKG interpretation), in accordance with EMS Agency Policies and Procedures, and the patient is not transported by ambulance. The Contractor may segregate charges under this fee for applicable insurance billing (e.g., response fee, mileage to scene, and the like). However, the total of segregate charges shall not exceed the maximum allowable non-transport fee.

3. User Fee Adjustment

The Board of Supervisors shall determine maximum allowable user fees for

services provided under the Agreement. The initial allowable user fees will be the Contractor's proposed ALS Base Rate and the other pre-established user fees in this procurement process, including those derived from the Contractor's proposed ALS Base Rate. Such user fees shall remain in full force and effect throughout the term of the Agreement unless modified or adjusted by the Board of Supervisors pursuant to the following provisions:

- a. Effective commencing calendar year 2008 and continuing throughout the term of the Agreement, the Contractor may request an adjustment to the user fee schedule. The Contractor shall make such request in writing to the EMS Agency Director, by no later than March 31st of each calendar year. The Contractor's written request to the EMS Agency Director, shall provide a full explanation of and justification for the proposed adjustment. Thereafter, the Board of Supervisors shall hold a public hearing on the request during the immediately following month of July (if the Board of Supervisors does not hold a regularly scheduled meeting in July, then at its next regularly scheduled meeting following July). At such public hearing, the Board of Supervisors will receive any evidence and testimony from the Contractor and the public, as well as the recommendations of the EMCC and the County Director of Community Health, or his designee, and the Board of Supervisors will determine, in its discretion, whether to grant, modify, or deny the request for adjustment as it shall deem appropriate under the circumstances. If the user fee adjustment is granted, it shall become effective immediately.
- b. In the event of extraordinary circumstances beyond the Contractor's control which cause substantial or unforeseen increases in the Contractor's costs of doing business (but not including increased personnel and labor costs) or major decreases in reimbursement from governmental programs, such as Medicare, the Contractor, at times of the year other than those specified in sub-paragraph III.A.2.a. above, may request the Board of Supervisors to grant user fee adjustments to the user fees specified. The Contractor shall make such requests in writing to the EMS Agency Director. Such written requests shall provide a full explanation of and justification for the proposed adjustment. The County Director of Community Health, or his designee, shall notify the Board of Supervisors of the Contractor's request. Thereafter, the Board of Supervisors, at its discretion, may hold a public hearing on the requests. If the Board of Supervisors holds such a hearing, it shall receive any evidence and testimony from the Contractor and the public, as well as the recommendations of the EMCC and the County Director of Community Health, or his designee, and the Board of Supervisors will determine, in its

discretion, whether to grant, modify, or deny the requested adjustment as it deems appropriate under the circumstances. If the user fee adjustment is granted, it shall become effective immediately.

- c. Compensation Adjustment for Increased or Decreased Medical and Operational Standards.

The County and EMS Agency desire an increasingly cost-effective prehospital system which maintains medical effectiveness. Therefore, medical and operational standards may be adjusted by the County and/or EMS Agency frequently throughout the term of the Agreement. When the Contractor reasonably believes that such changes prompt a need for an adjustment to maximum allowable user fees, the Contractor shall promptly give notice to the EMS Agency of the fiscal impact that the proposed system changes have upon the Contractor's local operations. The County and EMS Agency may, in their discretion, elect to schedule a hearing before the Board of Supervisors to consider any necessary adjustment of maximum allowable user fees. The burden of proving the fact of and the amount of such actual and reasonable financial impact upon the Contractor's costs of operations shall rest entirely with the Contractor.

- d. Any user fee adjustment made under this Section III.A.3. shall not be effective unless and until it is approved by the Board of Supervisors as a written amendment to the Agreement executed pursuant to Section IV.E.4., herein.

4. Itemized Charges

The Contractor may not charge for supplies or for procedures other than those specifically identified in the user fee schedule of the Agreement. Night response, emergency response charges, and supplies shall be included in the applicable base rates. These may be segregated for identification where necessary for specific third-party payers (e.g., MediCal and Medicare), but the total segregated charge shall not exceed the applicable maximum allowable base rate. Charges for other supplies and procedures may not be charged unless authorized by a user fee adjustment approved pursuant to the procedures specified in Section III.A.3., herein.

5. On-Scene Collections

Except for ambulance calls which originate or terminate outside the EOA, the Contractor's personnel are strictly prohibited from requesting or receiving payment for any services rendered at the scene, enroute, or upon delivery of the patient.

6. County Compensation

a. Non-Cash Compensation

The following are the forms of non-cash compensation given by the County to the Contractor so long as the Contractor provides services under the Agreement:

- (1) The use of the County communications infrastructure for EMS Med Channels, as defined in the EMS Agency Policy and Procedure Manual. The County will maintain the infrastructure, including mountain top radio repeaters. The County shall additionally provide for such radio frequency licensing.
- (2) The County shall provide dispatch consoles, radio equipment, and appropriate furnishings (excluding domestic appliances, such as refrigerators, microwave ovens, and the like) for the EMS Communications Center. The County shall have the sole discretion (subject to consultation with the Contractor, but without the requirement of obtaining the Contractor's consent) to determine the amount and type of such equipment, consoles, and furniture to be provided and/or replaced for the EMS Communications Center.
- (3) The County shall provide utilities for the EMS Communications Center.
- (4) As compensation for the portion of the EMS Communications Center to be primarily utilized by the County (radio vault, telephone room, generator room, and battery room), the County shall reimburse the Contractor pursuant to the terms and conditions of the sublease and cost reimbursement Agreement between the County and the Contractor which arises out of the *three-way* building lease (Attachment H, hereof).
- (5) The County shall provide hardware and software support for the existing EMS Computer Assisted Dispatch System.
- (6) Upon and after the successful completion of the *three-way-building* lease, the County will allow the Contractor use of the appropriate areas of the facility, as defined by the County, at no cost to the Contractor.

- (7) Upon and after the successful completion of the *three-way equipment* lease and for all equipment under the *direct* equipment lease, the County will allow the Contractor to utilize such equipment, at no cost, for the Contractor's provision of services under the Agreement.
- (8) The County will license vehicles covered by the equipment leasing program as County vehicles.
- (9) The County will allow the Contractor access to the County fuel system as described herein.
- (10) Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s).

b. County Fuel System Access

The County shall make available and the Contractor shall have the right to purchase available motor vehicle fuel from the County through County's card lock fueling system at a rate equal to the County's cost plus (1) five percent (5%) thereof, and (2) applicable federal, state, and local taxes.

If the Contractor exercises its right to purchase available motor vehicle fuel from the County, the Contractor shall also pay to the County the County's direct costs of providing the Contractor with access to the County's card lock motor vehicle fuel system. The County shall bill the Contractor monthly for motor vehicle fuel costs, plus any direct costs incurred during the billing period. The Contractor shall remit its payment monthly within fifteen (15) calendar days after receipt of said bills. The Contractor shall incur late charges at the highest legal rate of interest allowed for each day said bills remain unpaid beyond the fifteen (15) calendar day period. In addition, the County may immediately terminate the Contractor's right to obtain motor vehicle fuel under this agreement if said bills remain unpaid, or the County may cause such bills and any other sums owing to the County in connection with the Contractor's use of motor vehicle fuel from the County to be paid out of the Accounts Receivable Lock Box Account. The County may exercise either or both of these remedies as it deems appropriate. In any event, the County may terminate the Contractor's right to obtain motor vehicle fuel under the Agreement at any time without cause upon sixty (60) calendar days' advance written notice given to the

Contractor.

Motor vehicle fuel purchased under the Agreement shall be used by the Contractor only for purposes of providing ambulance and other services under the Agreement and for no other purpose whatsoever. Any breach of this provision shall give the County the absolute right, but not the obligation, to immediately terminate the Contractor's right to obtain motor vehicle fuel from the County under the Agreement. In the event the Contractor's right to obtain motor vehicle fuel from the County is terminated, the Contractor additionally shall be liable to the County for the County's direct costs associated with purging the Contractor's access to the County's card lock motor vehicle fuel system.

The County shall provide the Contractor with access to the County's card lock motor vehicle fueling system at the same locations and under the same general conditions as such access is available to the County for its own vehicles. The parties agree that the County cannot guarantee that the Contractor will have access to fuel from the County's fueling system at all times in all locations. The parties further agree that the County has not tested the Contractor's vehicles for satisfactory performance with the County's fuel but has recommended that the Contractor purchase and test like fuel to satisfy itself regarding this issue. Notwithstanding, anything else stated to the contrary in this Section III.A.6.b.:

- The County makes no representation, warranty or guarantee, either expressed or implied, as to the quantity or quality of motor vehicle fuel that is available for purchase by the Contractor under the Agreement.
- The Contractor acknowledges that during a state of emergency, as determined by County, the County may give priority to County's own vehicles for the provision of motor vehicle fuel.

In addition to any indemnification and defense provisions in the Agreement, the Contractor shall hold the County, its officers, agents, and employees, the EMS Agency and EMS Medical Director(s) harmless from and indemnify and defend it and them from and against any and all claims, costs and expenses (including, but not limited to, federal gasoline or diesel fuel excise taxes, motor vehicle fuel taxes, sales taxes, and/or use taxes for which the County may become liable due to the operation of the Agreement), suits, damages, and liability whatsoever resulting from or arising out of or in any way connected with the Contractor's use or attempted use of the County's motor vehicle fueling system.

The Contractor shall give appropriate written instructions to the bank operating the Accounts Receivable Lock Box Account (with a copy of such instructions to the EMS Agency Director and the County Director of Community Health) so as to permit the County to exercise its rights under this Section III.A.6.b., without the necessity of further instructions to the bank by the Contractor.

c. Cash Compensation

The County shall pay to the Contractor a monthly lump-sum payment of \$5,833.33 (not to exceed a total of \$70,000 annually), as full compensation, in conjunction with County-provided non-cash compensation, for any and all services rendered under the Agreement, including, but not limited to the following services requested by the County:

- services to persons who are the responsibility of County Jail facilities, Juvenile Hall, other County correctional facilities and for persons in the Sheriff's custody;
- Ambulance services to persons certified by the County as being in the County Medical Services Program pursuant to Welfare and Institutions Code Section 17000;

For services provided by the Contractor to those persons identified in this Section III.A.6.c., above, the Contractor shall not bill or otherwise seek reimbursement or payment from such persons for the provision of such services without the prior authorization of the County Director of Community Health, or his designee.

The County shall pay to the Contractor a monthly lump-sum payment of \$45,833.33 (not to exceed a total of \$550,000 annually), as full compensation, for the provision of fire dispatch services to the City of Fresno Fire Department, which is contingent upon an agreement between the City of Fresno and County of Fresno. There is continuing discussion occurring with other fire agencies regarding the provision of fire dispatch services. However, at the time of this Request for Proposal, the City of Fresno Fire Department is the only fire Agency being dispatched at the EMS Communications Center. The addition of any other fire agencies to the EMS Communications Center will probably occur after the RFP process. In the event a fire agency joins the EMS Communications Center,

an addendum shall be released to potential bidders.

Except as provided in this Section III.A.6.c., such monthly payments shall remain unchanged for the initial five (5) year period of the Agreement. Such monthly payments for future time periods are negotiated as a part of any Agreement extension and mutually agreed to between the County and the Contractor.

As a part of this procurement process (Section II.H., herein), the County and the EMS Agency shall have the option to incorporate each and every one of the geographic areas initially designated as non-exclusive areas (Section II.G., herein) into the EOA, thereby requiring the Contractor to be responsible for providing emergency and advanced life support (paramedic) ambulance services to these areas under the Agreement.

If such areas are added into the EOA, the Contractor's monthly lump-sum payment shall be increased as follows:

Zone	Description	Monthly increase in compensation	Annual maximum increase in compensation
Zone C	Coalinga/Huron Service Area	\$3,750.00	\$45,000.00
Zone G	Selma/Fowler Service Area	\$2,250.00	\$27,000.00
Zone I	Sanger/Pine Flat Reservoir Service Area	\$3,750.00	\$45,000.00
Zone J	Reedley/Orange Cove/Parlier Service Area	\$4,750.00	\$57,000.00
Zone K	Kingsburg Service Area	\$1,166.67	\$14,000.00
Zone N	Kerman/North Central Area	\$0	\$0
Total for all additional zones		\$15,666.67	\$188,000.00

Table III.1

Such increases in the Contractor's compensation shall be prorated, by the County, if the Contractor implements services for an area after the first day of a month.

B. Accounts Receivable Lock Box Account

1. Accounts Receivable Lock Box Account Requirement

The Contractor is required to implement an Accounts Receivable Lock Box Account. All payment for the provision of the Contractor's services under the Agreement, including, but not limited to fee-for-service revenue and contract revenue shall immediately and directly be deposited in the Accounts Receivable Lock Box Account. Such funds shall remain in the Accounts Receivable Lock Box Account and may not be transferred by the Contractor to one of the Contractor's accounts until the day following the day such funds are deposited in the Accounts Receivable Lock Box Account.

Where the Contractor is being compensated for reducing its services under the Agreement through third-party contracts (e.g., capitated at-risk or shared risk

compensation arrangements) and such contract reimbursement is for services on a regional or state-wide basis, the Contractor may request a modification by the County of the requirement of this Section III.B.1. that such contract revenue be immediately and directly deposited in the Accounts Receivable Lock Box Account. The Contractor shall submit a written request to the EMS Agency Director documenting its reasons for requesting such a modification, and specifying the percentage of the Contractor's operating revenue under this Agreement which would be affected by such modification. In such cases where the Contractor documents, to the satisfaction of the County and EMS Agency, the inability to deposit such revenue into the Accounts Receivable Lock Box Account or demonstrates that compliance with Section III.B.1, herein, would create a significant hardship to the Contractor and/or the third-party payers, the parties may enter into a written amendment to the Agreement (pursuant to Section IV.E.4., herein) to allow the Contractor to separately manage such revenue outside of the Accounts Receivable Lock Box Account procedures. In such case, the County and EMS Agency may require that the Contractor increase its performance security, in a form acceptable to the County and EMS Agency, to offset the reduction in cash flow through the Accounts Receivable Lock Box Account. The County and EMS Agency may limit the Contractor's options as to the form of such increased performance security (i.e., the County and EMS Agency may limit or disallow the use of some forms of performance security described in Section III.D., herein, for such increased performance security).

2. Accounts Receivable Lock Box Account Agreement

It shall be the Contractor's responsibility to develop and submit for approval by the County and County's legal counsel, an Accounts Receivable Lock Box Account Agreement which meets the requirements of the Agreement. The Contractor shall select a local financial institution, acceptable to the EMS Agency Director, in which the Accounts Receivable Lock Box Account shall be established, and shall so inform the EMS Agency Director. The Accounts Receivable Lock Box Account Agreement shall, at a minimum:

- a. Provide for immediate and direct deposit into the Accounts Receivable Lock Box Account of all payments made by consumers and third-party payers for emergency medical services and/or ambulance or other medically-related transportation services rendered by the Contractor within or originating within Fresno County.
- b. Acknowledge that all outstanding accounts receivable generated for the services referred to in Section III.B.2.a. above, are the property of the Accounts Receivable Lock Box Account, subject to the County's (and any

other person or entity, designated in writing by the County) superior property interest therein, as stated in Section III.B. herein.

- c. Establish the County (and any other person or entity, designated in writing by the County) as beneficiary of the Accounts Receivable Lock Box Account with procedures to release funds from such account to the County promptly upon the County Director of Community Health, or his designee, providing a written statement to the bank that the Contractor is in Material Breach of the Agreement by the Contractor.
- d. Define the Contractor's rights to disbursements from the account as being subordinated to the County's (and any other persons or entities, as designated in writing by the County) superior property interest therein, as stated in Section III.B. herein.
- e. Provide for subordination of specified payment obligations from the Accounts Receivable Lock Box Account to payments owed by the Lessee and Sub-lessee, pursuant to any and all three-way leasing programs.
- f. Incorporate by specific references the role of the financial institution operating the Accounts Receivable Lock Box Account in carrying out the various "end-term" provisions, (Section IV.B.9., herein) "emergency takeover" provisions (Section IV.B.6, herein), and other applicable provisions as defined in the Agreement.
- g. Provide for retention of sufficient funds, as determined or specified by applicable lease and financing agreements for equipment or facilities used by the Contractor under the Agreement, in order to ensure timely payment of monthly payments to be made by the financial institution on the Contractor's behalf (e.g., equipment lease payments).
- h. Subject to Section III.B.2.b. through and including Section III.B.2.g. above, provide for routine disbursements to the Contractor on a daily or weekly basis.
- i. Provide for a practical method of record-keeping and reporting designed to allow the financial institution to continuously maintain an accurate accounting of the then-current status of all outstanding accounts receivable related to the services described in Section III.B.2.a., above, sufficient to allow the County to take over billing and collection functions, if necessary, at any time, with or without the Contractor's cooperation.

- j. Provide a clear audit trail and accounting system for handling collection by the Contractor and conveyance to the Accounts Receivable Lock Box Account of “walk-in” payments and monies collected by the Contractor for inter-jurisdictional transport service.
- k. Provide for payment of Accounts Receivable Lock Box Account administrative fees by the Contractor.
- l. Provide for fiscal reports concerning Accounts Receivable Lock Box Account activities that are prepared on the basis of generally accepted accounting principles and procedures.

C. Facility/Equipment Leasing Program

The provision of uninterrupted emergency ambulance services is necessary to protect the public health and safety. In the event of default, the County needs to ensure uncontested right to instant and unimpaired use of essential facilities and equipment in the event of the Contractor’s default for any reason. Therefore, all equipment used by the Contractor in the performance of the Agreement shall be incorporated into either a *three-way* leasing program or a *direct* leasing program meeting the following requirements. Such leasing programs may include several specific *three-way* leases (e.g., *three-way* building lease, *three-way* vehicle and equipment lease) and/or *direct* vehicle and equipment lease described herein.

The parties acknowledge that the general provisions concerning the terms and conditions of the financing of equipment and the EMS Communications Center contained herein, are not intended to be a complete statement of the parties’ rights and obligations concerning the subject matter thereof and that the separate financing agreements are intended to control such terms and conditions. In the event of any conflict between the terms and conditions of this document and the foregoing documents, the conflict shall be resolved by giving precedence in the following order of priority:

- For equipment:
 - The *three-way* lease agreement (Master Lease).
 - The sublease agreement.
 - The Agreement that results from this procurement process.
- For the EMS Communications Center:
 - The ground lease between the County, as lessor, and the lessor under the *three-way* building lease as lessee.
 - The *three-way* lease agreement (Master Lease).
 - The sublease and cost reimbursement agreement.
 - The Agreement that results from this procurement process.

1. *Three-Way Lease/Sub-Lease Arrangement*

The *three-way* equipment lease program provides a mechanism for County access to equipment in case of a default by the Contractor. This leasing program is for equipment and facilities which are financed through a lease/purchase and where such equipment/facilities are subject to a security interest by a party other than the County or Contractor.

- a. The Lessor and owner of the equipment shall be a legal entity other than the Contractor, including any party related to the Contractor, and shall be approved by the County.
- b. The primary lessee shall be the County.
- c. The Contractor shall sub-lease said equipment from the County and shall be responsible for directly paying to the lessor all rental payments and other sums due under both the primary lease and the sub-lease. The Contractor's obligation to make payments under the *three-way* lease shall be unconditional.
- d. Primary lease payments owed lessor shall be deducted automatically from the Accounts Receivable Lock Box Account and paid directly to the lessor. The schedule of payments incorporated into the sub-lease shall be identical to those incorporated into the primary lease. In the case of the building lease, the total primary lease payment shall be made through the Accounts Receivable Lock Box Account, with County payment of its portion of the building lease being deposited by the County into the County Accounts Receivable Lock Box Account, in accordance with the sublease and cost reimbursement agreement for the building.
- e. Additions of equipment throughout the term of the leases shall be approved by the County, provided that the County shall not withhold its approval of such requests so long as the pricing, financing, and leasing terms are consistent with the provisions set forth in this Section III.C. herein, and applicable "end-term" provisions, hereof (Section IV.B.9., herein). Provisions of the primary equipment lease and equipment amortization schedules must be approved in writing by the County.
- f. The County's obligations under the Three-way lease shall be limited as follows:

- (1) Except in regard to equipment included on the equipment carryover listing (Section III.C.4.d., herein), so long as the Contractor is not in Material Breach of the Agreement or in default of the *Three-way* lease, the County's obligation under the primary lease shall automatically expire and revert entirely to the Contractor upon the expiration of the Agreement or, in the event the Agreement is renewed, upon expiration of the renewal terms.
- (2) In the event that the County declares the Contractor to be in default of the Agreement, and the County takes over the Contractor's operations, as provided for in Section IV.B.6., herein, the County may, at its option, elect to pay the remaining rental payments and other sums due under the primary lease, with said financial obligation to lessor secured solely by the leased equipment. In the event of such payment (rental payments and other sums due) by the County, all end-term and residual rights in the equipment, if any, which would otherwise go to the Contractor automatically shall revert to the County. Notwithstanding the foregoing provisions of this Section III.C.1.f.(2)., the County's payment (rental payments and other sums due) shall not act as a release, waiver, or forfeiture by the County of the County's right to fully enforce any and all remedies against the Contractor under the sublease, the Agreement, or the law.
- (3) Both the primary lease and sub-lease shall take the form of a *three-way* master lease, with individual equipments items or groups of items assigned to separate schedules, so that items may be added to and retired from the leasing program throughout the term of the Agreement and any extensions thereof. For example, if an ambulance vehicle needs to be replaced in mid term, that vehicle may be purchased from the *three-way* leasing program, released from the current equipment listing, and no continuing financial obligation will exist for that equipment in the *three-way* leasing program provided that all the rental payments and other sums due under the lease and sublease for that individual item of equipment are fully satisfied. Additionally, the replacement ambulance would be added to the lease program at that time with its own schedule for payment and amortization.
- (4) The amortization schedule of each item of equipment may not exceed the useful life of equipment of that type, as presented by the Contractor in its proposal, in connection with this procurement

process or as subsequently submitted by the Contractor in its request to add additional equipment to the *three-way* leasing program and as approved by the County pursuant to that request.

- (5) The terms and conditions concerning rental payments and other sums due under the sub-lease shall be the same as the terms and conditions concerning rental payments and other sums due of the primary lease.
- (6) In the event of default by the Contractor under the sub-lease or the Agreement, the County shall, by assuming responsibility for then remaining payment obligations under the primary lease, have immediate and unconditional access and use of all leased equipment so long as the County continues to make payments owed under the terms of the primary lease.
- (7) Financed portions of original equipment costs, effective interest rates, amortization schedules, end-term rights to purchase the equipment, and rights to residual values of fully amortized equipment, if any, shall be so structured in both the primary lease and sub-lease that, should emergency takeover by the County of the Contractor's operations occur due to default by the Contractor on the sub-lease or the Agreement, the effective amortized principal then owed on equipment would not exceed the fair market value of the leased equipment; the effective interest rate would be competitive with commercial leasing rates available at the time the *three-way* lease is executed (and for later equipment, at the time such later equipment is added); and the County's end-term rights to purchase the equipment would be consistent with the terms of conventional municipal leasing arrangements; and the County may at its option, acquire said equipment, without prepayment penalty, for an amount equal to the acquired equipment then-current fair market value, as defined under the equipment buy-out option below. *Note: A pre-payment penalty does apply to the building lease and sublease.*
- (8) With the exception of the building lease (Refer to Section III.C.3.a.(1)., herein), all insurance required by lessor relative to equipment leased under the agreement shall be secured and paid for by the Contractor. In the event of emergency takeover of the Contractor's operations by the County, the County shall secure and pay for its own insurance as required by the terms of the

primary lease. Provided however that, notwithstanding the foregoing provisions of this Section III.C.1.f.(8)., the County's payment (rental payments and other sums due) shall not act as a release, waiver, or forfeiture by the County of the County's right to fully enforce any and all remedies against the Contractor under the sublease, the Agreement, or the law.

- (9) In selecting and arranging for acquisition of equipment for inclusion in the *three-way* leasing program, neither the Contractor nor any owner, officer, employee, agent, or affiliate of the Contractor shall directly or indirectly receive any discounts, commissions, or other consideration from the supplier or manufacturer except as discounts which are reductions in the price and/or lease costs of said equipment.
- (10) In the case of new or replacement leases, it shall be the Contractor's responsibility to arrange for and develop the *three-way* leasing program as described herein, subject to the approval of County and County's legal counsel.
- (11) Under current federal tax laws, the County will not consider this lease program to be tax exempt unless the Contractor obtains a written ruling from the Internal Revenue Service that such lease program is tax exempt. Such ruling shall be provided at the time the Contractor proposes its lease program.
- (12) Leases to the County shall be subject to general County procedures. In addition, the leases shall provide that lease payments for which the County is obligated to pay shall be subject to the County's right to non-appropriation of budgeting or payment of such funds.
- (13) The end-term rights to purchase the equipment, and rights to salvage of retired equipment, shall be defined in the lease and sub-lease documents. In general, the end-term rights to purchase the equipment, except as defined in Section III.C.4.d., herein (end-term carryover), hereof, shall be as follows:
 - (a) So long as the Contractor is not in default of the sub-lease or the Agreement, end-term rights to purchase ambulance vehicles, portable or mobile communications equipment, automatic vehicle locator equipment, in-vehicle medical

equipment, medical equipment, and related items, shall vest in the Contractor unless the Contractor proposes to continue to utilize such equipment for services under the Agreement. If the Contractor proposes to utilize such equipment for services under the Agreement after the equipment has completed its financing under the *three-way* lease, subject to the County's approval, such equipment shall be promptly shifted into the *direct* lease program. In the event of a default by the Contractor under the sub-lease or the Agreement, all end-term and residual rights which may otherwise go to the Contractor shall automatically revert to the County.

- (b) The end-term rights to purchase equipment related to the EMS Communications Center including new purchases and upgrades financed by the *three-way* lease related to the EMS Communications Center facility, computer equipment, communications equipment, telephone equipment and other related items (but not including automatic vehicle locator equipment), shall vest solely in the County. Such ownership by the County at end-term of a lease is necessary because each of these facilities or types of equipment form integral components of the County's EMS System and, therefore, are the focus of long-range planning by the County and EMS Agency in the development of communications and data programs related to EMS. The Contractor may continue to utilize such equipment under the Agreement, at no cost, as long as the then-current Agreement is in effect.

- (14) The primary lease shall provide that Lessor shall not have the right to approve the Sublessee, provided that the Sublessee shall enter into the Agreement (if the Sublessee is a successor to the Contractor, then the Sublessee shall enter into a replacement Agreement) and the Sublease.

2. *Direct Equipment Lease Program*

The *direct* equipment lease program provides a mechanism for County access to equipment in case of a default by the Contractor under the Agreement. The lease does not require lease payments and is designed for equipment where the Contractor may have some end-term ownership rights. This includes equipment

which has completed the *three-way* leasing program, but which will still be utilized by the Contractor for the Agreement will be transferred to the *direct* leasing program. In addition, as an alternative to the *three-way* leasing program, the Contractor may acquire equipment and include it on the *direct* leasing program. This would be for equipment which is acquired without financing, or which is acquired through a loan which is not secured by such equipment. In either such case, acquired equipment must be free from any and all liens, encumbrances, and security interests of third parties. A standard *direct* lease is included in Attachment I, hereof.

- a. The owner of the equipment shall be the County.
- b. The Contractor shall lease said equipment from the County.
- c. No lease payments will be required of the Contractor.
- d. The lease shall take the form of a master lease, with individual items of equipment or groups of items added to and retired from the leasing program throughout the term of the Agreement and any extensions hereof.
- e. In selecting and arranging for acquisition of equipment for inclusion in the *direct* leasing program, neither the Contractor nor any owner, officer, employee, or affiliate of the Contractor shall directly or indirectly receive any discounts, commissions, or other consideration from the supplier or manufacturer except as discounts which are reductions in the price and/or lease costs of said equipment.
- f. Leases with the County shall be subject to general County procedures.
- g. The end-term rights, and rights to salvage of retired equipment, shall be defined in the lease. So long as the Contractor is not in default of the sub-lease or the Agreement, the end-term rights for ambulance vehicles, portable or mobile communications equipment, automatic vehicle locator equipment, in-vehicle medical equipment, medical equipment, and related items, will vest in the Contractor. In the event of a default by the Contractor under the sub-lease or the Agreement, all end-term and residual rights which may otherwise go to the Contractor shall automatically revert to the County.

3. Facilities/Equipment Covered by an Equipment Leasing Program

- a. Carry Over Facilities/Equipment

It is the County's intent, through this procurement process, to require the successful bidder to be responsible, during the term of the Agreement, for the existing building *three-way* lease (for the EMS Communications Center) under the same terms as are required of the current contractor. The successful bidder may elect to pay off such leases, be approved by the leasing entity as the successor to the sublessee (the existing contractor) under the current leases, or propose a replacement lease or leases for said leasing programs so long as the term of the leases and amortization schedules are consistent with, or more favorable than, the current leases. Such replacement leases are subject to the approval of the County and County's legal counsel.

(1) EMS Communications Center Building Lease

The monthly payment for the EMS Communications Center Building Lease is \$11,642.00 and is due on the 15th of each month. The last payment is due on February 15, 2009. The County reimburses the Contractor in the amount of \$2,444.82 each month for that portion of the EMS Communications Center which is primarily utilized by the County (radio vault, telephone room, generator room, and battery room) a minimum of three (3) County business days prior to the lease payment due date. The early purchase option amount as of January 15, 2008 is \$143,792. Copies of the existing EMS Communications Center Building Lease and sublease are included in Attachment H, hereof.

At the completion of the *three-way* building lease, the EMS Communications Center and all equity therein shall be the sole property of the County. At no time shall the Contractor or its successor(s) or assigns have any equity in or ownership of said EMS Communications Center. In addition, the Contractor, including its successor(s) and assigns, shall not at any time and in any way be compensated by the County for making rental payments or paying any other sums due under the *three-way* building lease, except for County reimbursement to the Contractor for that portion of the EMS Communications Center which is primarily utilized by the County (radio vault, telephone room, generator room, and battery room). The lease has been structured as not to exceed a fifteen (15) year time period from the completion of construction in February of 1994, except for mutually agreed upon modifications or additions to the facility.

The Contractor shall be solely responsible for paying any applicable possessory interest property tax on the EMS Communications Center which the Contractor will be the primary occupier (all areas of the EMS Communications Center except for radio vault, telephone room, generator room, and battery room). In this respect, the Contractor understands and agrees that its leasehold interest in the EMS Communications Center, which is located on land owned by the County, may be subject to property taxation and that the Contractor (the person in whom such leasehold interest is vested) may be subject to the payment of property taxes levied on such interest. In addition, the Contractor understands and agrees that the leasehold interest of the lessor in the EMS Communications Center (identified in the *three-way* building lease referred to in this Section III.N., herein), which is located on land owned by the County, may be subject to property taxation and that said lessor (the person in whom such leasehold interest is vested), may be subject to the payment of property taxes levied on such interest. Since the Contractor assumes the obligation under the *three-way* building lease to pay all taxes on any leasehold interests in the EMS Communications Center, the Contractor shall be responsible to pay any such taxes of said lessor.

b. New Equipment

The following equipment types shall be incorporated into an equipment leasing program. As new types of durable emergency equipment are required by the EMS Medical Director, the EMS Agency, and the Regional Medical Control Committee for the operation of ambulances and advanced life support (paramedic) units, such additional equipment may be required by the County and the EMS Agency to be incorporated into an equipment leasing program. The Contractor shall be responsible for maintenance for such lease equipment.

(1) Emergency Vehicles

Applicable leasing programs shall include all authorized emergency vehicles including, but not limited to, ambulances, disaster vehicles, rescue and/or supervisor response vehicles.

(2) Durable Medical Equipment

Applicable leasing programs shall consist of the following durable medical equipment:

- (a) EKG monitor/defibrillators (including any AED equipment);
- (b) gurneys and stretchers, excluding spine boards;
- (c) drug boxes and primary boxes (the containers not the contents);
- (d) electronic blood pressure measurement equipment (if utilized);
- (e) pulse oximetry equipment (if utilized); and
- (f) oxygen delivery equipment (portable delivery systems).
- (g) electronic Patient Care Report (PCR) equipment

(3) Communications Equipment

Applicable leasing programs shall include hand-held and in-vehicle radios (except those provided by the County), automatic vehicle locator equipment, mobile data terminals or status emulators, and any other communications equipment utilized or installed in either the ambulances, supervisor vehicles, rescue vehicle, disaster vehicle, or the EMS Communications Center (except as provided by the County). Additionally, any upgrades or replacement to audio tape recording equipment, or facilities at the EMS Communications Center (except as provided by the County) shall be incorporated into applicable leasing programs .

(4) Computer Equipment

Applicable leasing programs shall include computer equipment and software, which includes electronic patient care report software and hardware and upgrades including those previously mentioned for the EMS Communications Center. Computer systems and software which are used for business functions other than patient care delivery or dispatch services are excluded from this requirement.

(5) Other Property

Property used for business functions other than patient care delivery or dispatch services are *excluded* from this requirement. This includes property used for administration, billing, training, and posts, such as furniture, small tools, and computer equipment.

(6) Inventory Controls

The Contractor shall establish an inventory control system for all equipment covered by an EMS leasing program. Such an inventory control system shall be computerized and shall identify the specific item of equipment and its assigned location. The use of bar codes and bar code readers is encouraged. Such equipment will be annually inventoried and reviewed by EMS Agency staff.

4. End-Term Provisions

If the County and EMS Agency conduct a subsequent competitive bid procurement process to select an ambulance service provider, and if the Contractor is not the successful bidder in that procurement process, the Contractor shall continue to fully perform its obligations under the Agreement during the end-term period of the Agreement, and shall assist the County, the EMS Agency, and its new contractor in carrying out a safe and orderly transition between the Contractor and the new Contractor. The following provisions are designed to protect the interests of the Contractor, the County, the EMS Agency, and the public during the transition period.

a. End-Term Equipment Replacement

The County recognizes that the Contractor's equipment replacement schedules cannot be made to coincide with the County's procurement cycles, and that the Contractor may find it difficult to arrange financing of replacement equipment toward the end of the Agreement term, unless special arrangements are made between the County and the Contractor to allow for carryover financing of certain equipment beyond the term of the Agreement. The purpose of this provision is to neutralize financial barriers and incentives which may otherwise inhibit the proper and routine replacement of equipment during the later months of the Agreement.

b. Contractor's Equipment Replacement Program

The Contractor shall submit, to the EMS Agency, a proposed equipment replacement program for vehicles and equipment required to be on leasing programs (excluding the EMS Communications Center building) regarding the anticipated safe useful life of such items, by category or type, and the Contractor's general plan for financing equipment replacement in accordance with that plan.

c. Right to Required Replacement

Throughout the term of the Agreement and any extension period, the County and the EMS Agency may, at their option after an inspection and for cause, require the Contractor to replace any item of equipment with new equipment at any time after the existing item's scheduled replacement date (as defined by the terms of the Contractor's equipment replacement program which is submitted and accepted by the EMS Agency). However, if through superior maintenance or by other means, the Contractor is able to extend the safe useful life of an item of equipment item beyond its time of scheduled replacement, the County and the EMS Agency shall not, except for cause, require replacement of that item. These requirements controls are in addition to regulatory requirements affecting equipment standards and inspections imposed through EMS Agency Policies and Procedures.

d. Equipment Carryover Listing

The Contractor may, at the Contractor's option, include any new replacement equipment item on the Equipment Carryover Listing, provided the request for inclusion of said item is made, in writing, prior to acquisition of that item, and provided the item's purchase price and amortization schedule are approved in writing by the EMS Agency Director. The County EMS Agency Director shall not unreasonably withhold approval of any such request by the Contractor made pursuant to this provision, and approval shall be granted when the County finds that the following conditions are met regarding the replacement item of equipment:

- (1) That the purchase price of said equipment item is fair and reasonable, and both Contractor and the supplier of the item certify in writing that no other inducements have been made (e.g., discounts on other purchases, rebates, favors, or other consideration) to influence the Contractor's selection or the sale

price.

- (2) That the equipment item shall be used primarily in performance of the work which is the subject of the Agreement and will in fact replace an item of equipment item previously used in the performance of this agreement, or to expand the Contractor's equipment inventory as necessary to handle additional work required by the County.
- (3) That the scheduled safe useful life of said item is consistent with the terms of the Contractor's submitted equipment replacement program.
- (4) That the terms of the leasing/subleasing schedule relative to that item of equipment are approved by the EMS Agency Director.

e. Contractor's Carryover Option

Provided that the Contractor is not in Material Breach of the Agreement, not later than one hundred and eighty (180) calendar days prior to the last day of the Agreement, or any extension thereof, the Contractor may, at the Contractor's option, require the County to continue primary lease payments beyond the last day of the Agreement, relative to equipment items included on the equipment carryover listing provided that as of the termination date of the Agreement, not more than fifty percent (50%) of an item's scheduled safe useful life expectancy (as shown on the Equipment Carryover Listing) will have passed, and provided further that said equipment item is clean, well maintained and in good working order, normal wear and tear excepted, at the time of inspection by County's representatives on the final day of the Agreement or its extension. Equipment purchased later than one hundred and eighty (180) calendar days prior to the last day of the Agreement or its extension may also be subject to these provisions, provided the inclusion of the item of equipment on the equipment carryover listing is approved by the EMS Agency Director, including the estimated purchase price, prior to the one hundred and eighty (180) calendar day advance notice deadline.

f. County's Option to Lease or Purchase

In the event the Contractor exercises its option under Section III.C.4.e. immediately above, the County may choose any one (1) of the following methods to satisfy its obligation to the Contractor:

- (1) The County may release the Contractor from its subleasing obligations relative to carryover equipment items, including primary lease payment guarantee provisions, and may continue making lease payments under the terms of the primary equipment lease. In such case, the County shall retain the end-term rights to said equipment, if any, which would otherwise have accrued to the benefit of the Contractor.
- (2) The County may cause a new ambulance contractor to assume the Contractor's sublease, or a replacement of such lease, and guarantee obligations, including end-term rights to the equipment, subject to Lessor's approval of the new contractor's credit and assumption of obligations. The primary lease shall provide that Lessor shall not have the right to approve the Sublessee, provided that the Sublessee shall enter into the Agreement (if the Sublessee is a successor to the Contractor, then the Sublessee shall enter into a replacement Agreement) and the Sublease.

g. All or Nothing

If the Contractor elects to exercise its option as set forth in Section III.C.4.e., herein, but desires such election to apply only to a portion of the equipment items included on the equipment carryover schedule, the EMS Agency Director, may, at his option, either accept the request for partial equipment carryover or require that the carryover option be exercised for all listed equipment. The purpose of this provision is to prevent the Contractor from retaining only the most desirable listed equipment while forcing the County to accept the least desirable of the listed equipment.

h. Automatic Carryover

If the County and EMS Agency conduct a subsequent competitive bid procurement process to select an ambulance service provider, and if the current Contractor is the successful bidder in that procurement process, the Contractor's sublease obligations relative to carryover equipment shall automatically carry over into the next contract period, as though the Contractor were a new successful bidder accepting assignment of sublease rights and obligations.

D. Performance Security

This procurement process establishes an EOA for an essential governmental service, that is, the EMS Agency has, upon the recommendation of the County, designated an EOA and the County has contracted with a provider agency whose purpose is to provide for the public's emergency medical needs. Therefore, the County and the EMS Agency must ensure that provisions exist to allow for the continuation of such services in the case of default by the Contractor. This procurement process and the Agreement have been structured to allow the County immediate access to funds to obtain a replacement emergency ambulance service in the interim period from the Contractor's default until a new contractor can be selected. By participating in this procurement process, the Contractor recognizes and acknowledges the importance of the public health and safety, and agrees that emergency replacement provisions in the event of the Contractor's default under the Agreement, as set forth in this procurement process, are a necessary and important inducement for the County and the EMS Agency to conduct this competitive procurement process and for the County to enter into the Agreement. Performance security requirements include the previously-identified Accounts Receivable Lock Box Account and leasing programs. Additional performance security requirements are as follows:

1. Performance Security

The Contractor must obtain and maintain in full force and effect, throughout the term of the Agreement, performance security in the amount of \$1,000,000 in one of the following forms:

- a. A performance bond 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. In addition, such performance bond shall:
 - (1) be payable to "County of Fresno" or the "Fresno County Director of Community Health", or his designee;
 - (2) be for a term of at least one (1) year, and any extension(s) of the term of such bond shall be for terms of at least one (1) year each;
 - (3) secure the full and faithful performance of all of Contractor's obligations under the Agreement;
 - (4) specifically recite and accept the Agreement's requirements that the bonding company shall immediately release performance

security funds to the County upon determination by the Board of Supervisors that, pursuant to provisions set forth in Section IV.B.6., herein, the Contractor is in Material Breach of the Agreement; and

- (5) specifically acknowledge and agree that litigation brought by the Contractor or the bonding company, if any, in connection with the Board of Supervisor's declaration that the Contractor is in Material Breach of the Agreement under Section IV.B.4., herein, and that litigation, if any, brought by Contractor or the bonding company against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of Material Breach or the County's emergency takeover/replacement of Contractor's operations under Section IV.B.6., herein., shall only be initiated after the bonding company releases the performance security funds to the County as provided in Section III.D., herein; or
- b. An irrevocable standby letter of credit issued pursuant to this [Section III.D.](#) Such irrevocable standby letter of credit, including the bank issuing the letter of credit, shall be acceptable in form and content to the County. In addition, such irrevocable standby letter of credit shall:
- (1) be payable to the County or the Director of Community of Health, or his designee;
 - (2) issued by a bank doing business in California, with a branch located in Fresno County;
 - (3) be for a term of at least one (1) year, and any extension(s) of the term of such letter of credit shall be for terms of at least one (1) year each;
 - (4) specifically recite and accept the Agreement's requirements that the bank shall immediately release performance security funds at sight to the County upon the County's presentation of documentary evidence (the form and substance of which shall be determined by the County) that the Board of Supervisors made the determination that, pursuant to provisions set forth in Section IV.B.6., herein, the Contractor is in Material Breach of the Agreement; and
 - (5) specifically acknowledge and agree that litigation brought by the

Contractor or the bank, if any, in connection with the Board of Supervisor's declaration that the Contractor is in Material Breach of the Agreement, under Section IV.B.4., herein and that litigation, if any, brought by Contractor or the bank against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of Material Breach or the County's emergency takeover/replacement of Contractor's operations under Section IV.B.6, herein, shall only be initiated after the bank releases the performance security funds to the County as provided in this Section III.D.;

- c. The Contractor may elect to authorize the County to withhold initial disbursements from the Accounts Receivable Lock Box Account owed the Contractor pursuant to the Agreement, in which case, the County shall direct the Lock Box institution to place such amounts owed the Contractor in escrow account established by the County pursuant to this Section III.D. The Contractor shall not have access to such escrow account. The escrow agent shall invest such funds in a reasonable and prudent manner as approved by the Contractor, subject to the requirement that the highest priority shall be given to the preservation of the principal amount of such funds; income from such investments shall be paid directly to the Contractor by the escrow agent as realized. Any bidder electing this option must furnish evidence in its proposal that the bidder has reliable access to sufficient operating capital to sustain the bidder's business operations during the time period until income is made directly available to the bidder from the Accounts Receivable Lock Box Account; or
- d. A combination of the above forms of performance security that is acceptable to the County.
- e. The performance bond or irrevocable standby letter of credit furnished by the Contractor pursuant to this Section III.D., shall provide that such bond or letter of credit shall not be cancelled except upon sixty (60) calendar days prior, express written notice given to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) calendar days following the commencement of such sixty (60) calendar day notice period, provide to the County a replacement performance security meeting the requirements of this Section III.D., in a form and content acceptable to the County. Whatever form of performance security is selected by the bidder, the bidder's proposal shall indicate the form selected, and shall include full and detailed information on the bidder's ability to comply with the requirements as planned.

2. Performance Bond Cancellation Notification

For performance security required under the Agreement, the Contractor shall additionally require that the issuer of such security to provide the County and the leasing company of the *three-way* lease(s) with prior, express written notice of the cancellation of such security consistent with the terms and conditions of said *three-way* lease(s).

3. Liquidated Damages for Default or Breach of the Agreement

The County and the Contractor agree that this liquidated damages provision is a fair and necessary part of the Agreement. The Contractor agrees with the County that the amount of the estimated liquidated damages required to be paid to the County herein represents a reasonable endeavor by the County and the Contractor to estimate a fair compensation for damage to the County, its residents, and visitors from the Contractor's default under the Agreement. The County has estimated and the Contractor agrees that the minimum amount of these additional costs to the County (i.e., costs in excess of those which would have been incurred by the County if the default had not occurred) could be not less than \$2,000,000 even assuming the County's emergency takeover management is fully competent to manage and assume operation of the Contractor's functions hereunder.

Therefore, in the event that the Board of Supervisors declares such a Material Breach of the Agreement by the Contractor, the County shall be compensated by the Contractor's liquidated damages in the amount of \$2,000,000. Such amount to be immediately paid by the Contractor, upon such declaration by the Board of Supervisors, to the County as follows:

- a. \$1,000,000 in performance security funds, as required under Section III.D.1., herein; and
- b. Any and all funds available in the Accounts Receivable Lock Box Account as of such date that the Board of Supervisors declares the Contractor to be in Material Breach of the Agreement, and any funds deposited in the Accounts Receivable Lock Box Account on or after the date of such declared Material Breach as a result of accounts receivable generated from services provided by the Contractor prior to such declaration of Material Breach. The County shall be given the right to directly demand possession of such funds from the bank holding such funds in the Accounts Receivable Lock Box Account. The bank holding such Accounts Receivable Lock Box Account shall allow the County to take immediate,

exclusive ownership of and direct access to any and all funds available in such account upon the County Director of Community Health, or his designee, providing a written statement to the bank, at the address indicated in the Accounts Receivable Lock Box Account, that the County is entitled to such funds pursuant to the Agreement. The County is not required to give the Contractor or the bank any notice prior to making such demand to such funds upon the bank. The bank shall not be required to or entitled to investigate whether the County is entitled access to such funds. The Contractor agrees that it shall not instruct the bank, or take any other action, including, but not limited to, legal action against the bank or the County, to prevent, restrain, or enjoin the County from exercising its rights to possession of such funds hereunder.

- c. The County shall, at its option, be entitled to execute on either or both the \$1,000,000 performance bond, identified in Section III.D.1., above, or the funds available in the Accounts Receivable Lock Box Account, regardless of whether the amount of funds in the Accounts Receivable Lock Box Account exceeds \$2,000,000. If the total actual amount of the foregoing two (2) components of funds exceed \$2,000,000, the County shall pay the excess amount thereof to the Contractor within ninety (90) calendar days after the County's emergency takeover of the Contractor's operations. If the total actual amount of such funds or assets is less than \$2,000,000, the Contractor shall make payment to the County in the amount of the shortfall within ninety (90) calendar days after the County's emergency takeover of the Contractor's operations. After such reconciliation of such funds or assets with the County's liquidated damages, all remaining funds in the Accounts Receivable Lock Box Account, if any, and any additional funds deposited in the Accounts Receivable Lock Box Account on or after the date of the declared default as a result of accounts receivable generated from services provided by the Contractor prior to the Board of Supervisors declaration of Material Breach, shall be released to the Contractor. It is understood that any of the foregoing funds are assets received by the County to takeover the Contractor's operations, upon the Board of Supervisors declaration of a Material Breach of the Agreement by the Contractor, up to the amount of \$2,000,000, shall be deemed to be the sole property of the County, regardless of the fact that funds in the Accounts Receivable Lock Box Account may be payable in the name of the Contractor.

Liquidated damages imposed upon the Contractor under the Agreement for deficiencies in its performance (Section II.Q., herein) or due to default or breach of the Agreement (Section IV.B.4., herein) are mutually exclusive

of each other and may be imposed cumulatively by the County upon Contractor.

E. Notice of Adverse Financial Conditions

The Contractor shall provide the County with written notice within five (5) calendar days of the occurrence of any or all of the following events:

1. The Contractor defaults in the performance of any obligation to the bank operating the Accounts Receivable Lock Box Account (Section III.B., herein).
2. A receiver is appointed to take possession of all or substantially all of the assets of Contractor (Section III.E., herein).
3. The Contractor makes an assignment for the benefit of creditors (Section III.E., herein).
4. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under the Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof (Section III.E., herein).
5. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.
6. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.
7. The Contractor admits in writing to its inability to pay its debts as they become due.

F. Facilities

1. Central Facility

The Contractor shall provide its own central facility for ambulance operation. In addition, the Contractor shall maintain a business office within Fresno County in a location that is readily accessible to the public. The business office shall be open

during normal business hours and business days, at least four (4) days-per-week (8 a.m. to 5 p.m.), except for those weeks affected by a state or federal holiday, in which case such office shall be open a minimum of three (3) days for that week. Personnel at the business office shall be trained and authorized by the Contractor to provide necessary information to the public and customers which is related to the billing procedures and disputed customer bills. Note: The Contractor may be exempted from maintaining a business office within Fresno County if it can demonstrate to the County that such services can be provided effectively from an alternate location outside Fresno County.

2. The EMS Communications Center

- a. The EMS Communications Center is located at the County's Hamilton Yard, at 4555 E. Hamilton Ave, and is funded through a three-way building lease as stated in Section III.C., herein. The Contractor will be the primary occupier of the EMS Communications Center, except for the radio vault, telephone room, generator room, and battery room. The area of the EMS Communications Center primarily occupied by the Contractor is approximately 4,590 square feet (79%). The area of the EMS Communications Center primarily occupied by the County is approximately 1,220 square feet (21%). The building floor plan is included as Attachment J, hereof.
- b. The Contractor (or its successor) shall, so long as the Contractor is the County's ambulance provider agency under the Agreement, be solely responsible for structural and general maintenance of the entire EMS Communications Center throughout the term of the agreement (including, but not limited to, necessary and scheduled roof repair and normal useful life replacement, repairs to or normal useful life replacement of the mechanical systems, and repairs to electrical systems) as specified in Attachment K, hereof, which is attached hereto and incorporated herein by reference. This includes routine janitorial service to the entire facility.
- c. The Contractor shall, at no cost to the County, provide one (1) office (approximately 12 feet by 14 feet in size) and the entire front counter area in the Contractor's occupied Section of the EMS Communications Center for the use of County staff. The building floor plan is included as Attachment J, hereof.
- d. The County shall provide, for the Contractor's use, all necessary radio equipment and dispatch consoles for the EMS dispatch portion of the EMS Communications Center (with the exception of the Contractor's automatic

vehicle locator equipment). The County shall have the sole discretion (subject to consultation with the Contractor, but without the requirement of obtaining the Contractor's consent) to determine the amount and type of such equipment and consoles to be provided to the Contractor.

- e. The County shall provide and replace, as needed, appropriate furniture for the operation of the EMS dispatch portion of the EMS Communications Center. "Furniture" shall be defined as chairs and tables and shall not include domestic appliances such as a microwave oven or refrigerator. The County shall have the sole discretion (subject to consultation with the Contractor, but without the requirement of obtaining the Contractor's consent) to determine the amount and type of such furniture to be provided and/or replaced for the EMS Communications Center.
- f. The County shall be responsible for providing insurance against physical damage to the entire facility from all perils included in a "standard fire insurance policy", as is commonly used in the insurance industry, with the extended coverage endorsement, which is commonly used in the insurance industry, but in no event to include the perils of earthquake or flood. Such insurance shall be excess to the Contractor's fire legal liability insurance coverage on the EMS Communications Center, pursuant to Section IV.E.11., herein, and shall not limit the County's right to obtain indemnification from the Contractor or any third parties. If earthquake and/or flood insurance is required by the leasing company issuing the three-way building lease, the Contractor shall provide such coverage for the EMS Communications Center consistent with Section IV.E.11., herein.
- g. The County shall directly pay for the cost of utilities for the entire EMS Communications Center.
- h. Except as expressly provided in this Section III.F.2., the Contractor is solely responsible for operation of the EMS Communications Center, consistent with EMS Agency Policies and Procedures.
- i. The County shall be responsible for payment of rental payments and other sums that become due under the *three-way* building lease which are attributable to that proportionate area of the EMS Communications Center which the County will be the primary occupier (radio vault, telephone room, generator room, and battery room), except for the payment of property taxes.

3. Post Locations

The Contractor shall provide its own post/station facilities for ambulance operations.

G. Communications Equipment

1. Portable Radios

The Contractor shall provide and maintain portable radio equipment consistent with EMS Policy #291 and specialized radio equipment required under this procurement process, such as that equipment required for the Contractor's rescue team.

2. Pagers

The County shall provide the Contractor access to the County's local paging service which integrates with the existing EMS Computer Assisted Dispatch System. The Contractor shall obtain pagers from the County and shall pay County a monthly fee for each pager. The pager fee includes the costs to maintain and replace pager. As of July 1, 2006, the monthly fee for each pager was \$5.50. The Contractor is responsible for replacing lost County provided pagers and for the cost associated with damages beyond normal use to County provided pagers. Upon termination of the Agreement, the Contractor shall return such pagers to the County in normal working condition, wear and tear excepted.

3. EMS Med Channel Radios

The County shall provide, install, and maintain two (2)UHF and one (1)VHF in-vehicle radios for each of the Contractor's emergency vehicles that provide services under this agreement. The Contractor shall pay County a monthly fee for each radio. The in-vehicle radio fee includes the costs to maintain and replace the radio. As of July 1, 2006, the monthly fee for each radio was \$14.11. The Contractor is responsible for the cost associated with damages beyond normal use to County provided radios.

4. Other In-Vehicle Radios

The Contractor shall provide, install, and maintain other in-vehicle radio equipment required by EMS Policy #291.

5. Automatic Vehicle Locator

The Contractor shall provide, install, and maintain an automatic vehicle locator

system in the EMS Communications Center and in the Contractor's emergency vehicles. Such system shall be integrated, at the Contractor's expense with the EMS Computer Assisted Dispatch System. Existing computer interfaces for such integration may be utilized by the Contractor if the Contractor utilizes compatible equipment.

6. Electronic Communications/Electronic Mapping/Electronic Status Changes

The Contractor shall provide devices for electronic communications, electronic mapping, and electronic status changes which all interface with the County EMS dispatch systems. If such terminals, devices, and/or emulators will be linked to the EMS Computer Assisted Dispatch System, then such terminals, devices, and/or emulators may only be utilized for notification of unit status (e.g., unit at-scene) when the Contractor's automatic vehicle locator system document the unit's location at the time of such notification.

IV. Standard Contract Provisions

A. Term of the Agreement and Renewal Provisions

The following provisions shall govern the term of the Agreement and the renewal thereof:

1. Commencement Date

The Agreement shall commence at 12:01 a.m., local time, January 1, 2008.

2. Initial Term of Agreement

The initial term of the Agreement shall be five (5) years. Pursuant to the provisions for renewal set forth in Section IV.A.2., immediately below, the Agreement shall automatically terminate at 11:59 p.m., local time, December 31, 2012.

3. Renewal Provisions

The Contractor shall be eligible to apply for a maximum of one (1) separate and successive extension of this Agreement for five (5) years, provided all of the following conditions are satisfied:

- a. The Contractor submits a written request to the EMS Agency for extension of the Agreement not less than twenty-four (24) months prior to the expiration of the then-current Agreement period. This twenty-four (24) months notice requirement is intended to allow the County and EMS Agency time to initiate and complete competitive procurement processes in the event renewal is, for any reason, denied. This includes allowing the Regional Medical Control Committee and the Emergency Medical Care Committee to determine the Contractor's eligibility for renewal of the Agreement, the County to review of compensation arrangements, and Board of Supervisors to take action regarding the Contractor's request; and
- b. The Regional Medical Control Committee and the Fresno County Emergency Medical Care Committee must both determine, by their respective votes, that the Contractor's services in all respects rendered then to the date of the Contractor's request for an extension, are, in their respective opinions, significantly above the minimum performance requirements of the Agreement; and
- c. Any modification of the existing compensation arrangements proposed by

the Contractor for the term of the proposed extension, or a continuation of existing compensation levels, are approved and agreed to by the County.

B. Termination of Agreement

1. County's Termination Without Reason

For the first three (3) years of the Agreement, the County may terminate the Agreement at any time without any reason upon one (1) year (365 calendar days) prior, express written notice thereof given to the Contractor. Commencing January 1, 2011, the County may terminate the Agreement at any time without any reason upon one hundred and eighty (180) calendar days prior, express written notice thereof given to the Contractor. Prior to giving termination notice under this Section IV.B., the County shall notify the Contractor of its intention to terminate the Agreement and shall allow the Contractor an opportunity to appear before the Board of Supervisors concerning such notice of termination.

2. County's Termination Due to Fiscal Non-Funding

In the event sufficient County budgeted funds are not available for a County fiscal year, the County may terminate the Agreement upon giving the Contractor ninety (90) calendar days prior, express written notice thereof. Such termination shall be without penalty or expense paid by the County to the Contractor. If the Agreement is terminated by the County pursuant to this Section IV.B.2., herein, and the Contractor is not then in default of the Agreement or *three-way* leasing programs, the County shall release the Contractor from responsibility of all then-current remaining payment obligations to the lessor under any *three-way* leasing program and shall release the Contractor from its then-current remaining sub-lease obligations under that same *three-way* leasing program provided, however, that such release shall not affect any then-current unpaid or unperformed obligations of the Contractor under the Agreement.

3. Contractor's Termination Due to County's Material Breach of the Agreement

The Contractor may terminate the Agreement at any time due to the County's breach of any or all material obligations of County under the Agreement, provided that the Contractor gives the County at least thirty (30) calendar day's prior, express written notice of such intention to terminate the Agreement, setting forth in specific detail the facts supporting such intention to terminate the Agreement, and provided further that the County fails to substantially cure said breach.

4. County's Termination Due to Contractor's Material Breach of the Agreement

The County may terminate the Agreement due to the Contractor's breach of any or all material obligations of Contractor under the Agreement (a "Material Breach"). Without limiting the generality of the foregoing sentence, the term Material Breach of the Agreement includes, but is not limited to, the occurrence of any one (which by itself may be deemed to be a Material Breach of the Agreement by the Contractor) of the following events:

- a. The Contractor fails to operate its ambulance, emergency medical dispatch, and emergency medical services program in a manner which enables the County, the EMS Agency and the Contractor to remain in compliance with the requirements of federal, state, and local laws, rules and regulations and EMS Agency Policies and Procedures and which enables the Contractor to remain in compliance with its obligations under the Agreement. Minor infractions of such requirements, as determined by the EMS Agency Director, shall not constitute a Material Breach of the Agreement by the Contractor.
- b. The credentials/proposal, bidder's price sheet and bidder's budget information which the Contractor provides to the County or the EMS Agency pursuant to the procurement process contain(s) an untrue statement(s) of a material fact or omit to state a material fact(s) necessary to make a statement(s) therein not misleading in the light of the circumstances under which it was made.
- c. The Contractor falsifies data supplied to the County, the EMS Agency, or the EMS Medical Director during the course of performing operations under the Agreement, including but not limited to, dispatch data, patient care data, response time data (including "at-scene" time data) or financial data, or willfully downgrades the priority of an ambulance response to enhance the Contractor's apparent performance, or falsifies or willfully omits any other data or information required to be provided by the Contractor under the Agreement.
- d. The Contractor fails to comply with its proposed system status plan for ambulance coverage during the first three (3) months of operations under the Agreement.
- e. The Contractor fails to comply with the minimum employee wage/salary compensation and benefit package and hiring practices which Contractor submitted as part of its credentials/proposal during the procurement process.

- f. The Contractor's personnel or its sub-contractor(s) personnel chronically or persistently fail to conduct themselves in a professional and courteous manner where, within a reasonable time following written notice by the County and/or EMS Agency to correct such misconduct (but in no event more than thirty (30) calendar days from the date of such notice being given), reasonable remedial action has not been taken by the Contractor.
- g. Except as provided in Section IV.B.4.h., below, the Contractor fails to comply with the response time performance requirements under Section II.P., herein, for any three (3) consecutive months, or for any four (4) non-consecutive months in a calendar year.
- h. If the EMS Agency sets standards for the measurement of selected rural or remote area response times under Section II.P.11., herein, and the Contractor fails to comply with such response time performance requirements for any two (2) consecutive quarters or for any three (3) non-consecutive quarters in a calendar year.
- i. The Contractor fails to consistently meet or exceed the clinical performance standards required herein.
- j. The Contractor fails to participate in the established Quality Assurance/Quality Improvement program of the EMS Agency, including, but not limited to, investigation of incidents and implementing prescribed corrective actions.
- k. The Contractor fails to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with the Contractor's equipment replacement program, which Contractor submitted as part of its credentials/proposal during the procurement process.
- l. The Contractor violates the non-competition or "outside work" provisions of the Agreement (Section IV.C.4., herein).
- m. The Contractor fails to furnish and maintain key personnel of at least the same quality and experience as proposed in the Contractor's credentials/proposal during the procurement process.
- n. The Contractor fails to comply with the user fee setting, billing, and collection procedures under the Agreement.

- o. The Contractor fails to comply with “most favored customer” provision of the Agreement (Section IV.C.5., herein).
- p. The Contractor fails to implement and maintain the Accounts Receivable Lock Box Account as required in the Agreement.
- q. The Contractor fails to implement and maintain facility/equipment leasing programs required in the Agreement (*three-way* or *direct*).
- r. The Contractor routes or directs customer payments, revenue or income in order to cause such funds to avoid passing through the County’s Accounts Receivable Lock Box Account.
- s. The Contractor fails to cooperate with and assist the County in the investigation or correction of any of Contractor's alleged or actual Minor Breach(es) or Material Breach(es) of the Agreement, including, but not limited to, Contractor's chronic or persistent failure to comply with terms and conditions stipulated in written notice(s) given by the County or EMS Agency to correct any of Contractor's Minor Breach(es) under the Agreement.
- t. The Contractor fails to cooperate with and assist the County in its takeover or replacement of the Contractor’s operations after a Material Breach of the Agreement by the Contractor has been declared by the County, as provided for herein, regardless of whether it is later determined by a court of competent jurisdiction that the County’s declaration of a Material Breach of the Agreement by the Contractor was not justified.
- u. The Contractor fails to assist County or County's successor Contractor in the orderly transition or scaling down of Contractor’s services during the transition from Contractor to the Contractor’s successor if County enters into a successor Agreement and such Agreement does not include the Contractor.
- v. The Contractor fails to comply with required payment of liquidated damages within fifteen (15) calendar days written notice given to Contractor of the imposition of such liquidated damages (Section II.Q.20., herein).
- w. The Contractor fails to maintain in full force and effect the insurance coverage required in the Agreement.

- x. The Contractor fails to maintain in full force and effect the performance security requirements as specified herein, including the performance bond (Section III.D., herein).
- y. The Contractor misuses or abuses a *three-way* lease to enhance the Contractor's profits, directly or indirectly through an outside business entity, to the detriment of the County, by way of such practices as receiving, paying, or promising commissions, discounts, kickbacks, or other consideration to or from vendors, manufacturers, or lessors, or by any other business practice which would have a similar effect.
- z. The Contractor fails to appropriately maintain, and operate, pursuant to the terms and conditions of the Agreement the EMS Communications Center.
- aa. The Contractor causes a default under a *three-way* equipment lease, or defaults in the performance of any of its obligations in a sublease thereunder or a direct lease required in Section III.C., herein.
- bb. The Contractor causes a default under the three-way building lease, or defaults in the performance of any of its obligations in the sublease thereunder required by Section III.C., herein.
- cc. The Contractor defaults in the performance of any obligation to the bank operating the Accounts Receivable Lock Box Account (Section III.B., herein).
- dd. A receiver is appointed to take possession of all or substantially all of the assets of Contractor (Section III.E., herein).
- ee. The Contractor makes an assignment for the benefit of creditors (Section III.E., herein).
- ff. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under the Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof (Section III.E., herein).

- gg. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.
- hh. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.
- ii. The Contractor admits in writing to its inability to pay its debts as they become due.
- jj. The Contractor files any answer admitting, or fails timely to contest, a material allegation of a petition filed against Contractor in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of the Contractor or similar relief.
- kk. If within thirty (30) calendar days after the commencement of any proceeding against Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.
- ll. The Contractor (either voluntarily or by operation of law) assigns, conveys, or transfers the Agreement, or any part of the Agreement, including any right or obligation thereunder, in violation of Section IV.E.2.
- mm. The Contractor (either voluntarily or by operation of law) subcontracts the Agreement, or any part of the Agreement, including any obligation thereunder, in violation of Sections IV.E.2., and IV.E.3., herein.
- nn. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel who desire to interview with or to sign contingent employment agreements with competing bidders during a subsequent procurement process by the County/EMS Agency for the same or similar services currently provided by the Contractor under the Agreement.
- oo. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel or subcontractors from cooperating with or reporting concerns, deficiencies, and the like, to the County or EMS Agency or any governmental agency having the jurisdiction over such matter.
- pp. There is any other willful acts or omissions of the Contractor that endanger

the public health and safety.

5. Notice to Contractor

If, in the opinion of the EMS Agency Director, a Material Breach of the Agreement by the Contractor exists or has occurred, then the EMS Agency Director, shall notify the Contractor, in writing, of the existence or occurrence of such event. The EMS Agency Director shall establish a specific time period, which shall be reasonable under the circumstances, for the Contractor to cure the Material Breach. If the Contractor fails to completely cure such Material Breach of the Agreement to the satisfaction of the EMS Agency Director within the time specified by the EMS Agency Director, the County Director of Community Health, or his designee, shall notify the Board in writing regarding same.

6. Declaration of Material Breach of the Agreement and Emergency Takeover/ Replacement of Service

Upon notification from the County Director of Community Health, or his designee, to the Clerk to the Board of Supervisors and the Contractor, the Clerk to the Board of Supervisors shall schedule a meeting of the Board of Supervisors to consider a determination of Material Breach of the Agreement by the Contractor. The Board of Supervisors shall hold such meeting, and the Contractor shall be given an opportunity to appear before the Board and argue why the Board should not declare a Material Breach of the Agreement by the Contractor. Upon the conclusion of the meeting, the Board of Supervisors may determine that a Material Breach of the Agreement by the Contractor has occurred. If the nature of the Material Breach is, in the opinion of the Board of Supervisors, such that public health and safety are thereby endangered, the Board of Supervisors shall declare a Material Breach of the Agreement by the Contractor and shall further direct the County Director of Community of Health, or his designee, to perform the emergency takeover or replacement by the County (or County's designee) of the Contractor's operations under the Agreement pursuant to this Section IV.B.6. The Contractor shall, upon receipt of written notice by the Director of Community Health, or his designee, fully and immediately cooperate with the County and the EMS Agency to effect a prompt and orderly takeover or replacement by the County (or County's designee) of the Contractor's operations under the Agreement.

The County Director of Community Health and EMS Agency Director, shall, upon a finding of Material Breach of the Agreement by the Contractor by the Board of Supervisors, promptly initiate and carry any and all actions necessary to complete an emergency takeover of the Contractor's operations under the Agreement or replacement of the Contractor. This includes, but is not limited to, temporarily

hiring of necessary field, dispatch, and other personnel for the continued provision of emergency medical services; taking possession of vehicles and other equipment under applicable *three-way* or *direct* leasing programs; obtaining County access to the Accounts Receivable Lock Box Account (and terminating the Contractor's access to such account); executing on the Contractor's performance security; and taking any other County or EMS Agency actions necessary to protect the public health and safety.

7. Dispute After Emergency Takeover/Replacement

Such emergency takeover/replacement shall be effected within seventy-two (72) hours after finding of major default by the County. The Contractor 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 emergency takeover/replacement of Contractor's operations by the County. Neither shall such dispute by the Contractor delay the County's access to Contractor's performance security.

The provisions of this Section IV.B.7. shall be specifically accepted and agreed to by the Contractor as reasonable and necessary in light of the unusual responsibilities for public health and safety associated with the Agreement. Any legal dispute concerning a finding of default shall be initiated only *after* the emergency takeover/replacement has been completed, and shall not, under any circumstances, be allowed to delay the process of emergency takeover/replacement by the County. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to the County, shall not be construed as acceptance by Contractor of the finding of major default, and shall not in anyway jeopardize the Contractor's right to recovery should a court later determine that the declaration of major default was in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and orderly takeover/replacement of services shall itself constitute a Material Breach under the terms of the Agreement, even if it is later determined that the original declaration of Material Breach was made in error.

8. Material Breach of the Agreement by the Contractor Not Dangerous to Public Health and Safety

If the County declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute and legally resolve the County's claim of Material Breach of the Agreement by the Contractor prior to emergency takeover/replacement of Contractor's

operations by the County.

9. End-term Operations Provisions

Should the Contractor fail to win the bid in a subsequent bid cycle, the County shall obviously depend upon the Contractor to continue provision of all services required under the Agreement until the successful bidder takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a “retiring” Contractor. To ensure continued performance fully consistent with the requirements of the Agreement throughout any such end-term period, the following provisions shall apply:

- a. Throughout such end-term period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to a competing bidder;
- b. The Contractor shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting the Contractor’s service and operating costs to maximize profits during the final stages of the Agreement;
- c. The County recognizes that, if a competing bidder is awarded the contract in a subsequent bid cycle, the Contractor may reasonably begin to prepare for transition of service to the new contractor during the end-term period, and the County shall not unreasonably withhold its approval of the outgoing Contractor’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, and the like, so long as such transition activities do not impair the Contractor’s performance during such end-term period, and so long as such transition activities are prior-approved by the County.

C. Independent Contractor

1. Independent Contractor

In performance of the work, duties, and obligations assumed by the Contractor under the Agreement, the Contractor, including any and all of its officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate the County, or the EMS Agency. The County and the EMS Agency shall retain the right to administer the

Agreement so as to verify that the Contractor is performing its obligations in accordance with the terms and conditions hereof. The Contractor, the County, and the EMS Agency shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, the Contractor shall have absolutely no right to employment rights and benefits available to the County or EMS Agency employees. The Contractor shall be solely liable and responsible for providing to, or on behalf of, its personnel all legally-required employee benefits. In addition, the Contractor shall be solely responsible and save the County and EMS Agency, including the EMS Medical Director(s), harmless from all matters relating to payment of the Contractor's personnel, including compliance with Social Security, withholding, and all other regulations governing such matters.

2. Compliance With Applicable Laws, Rules, and Regulations

All services furnished by the Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state, and local, laws, rules, regulations, and EMS Agency Policies and Procedures. It shall be the Contractor's sole responsibility to determine which laws, rules, regulations, and EMS Agency Policies and Procedures, apply to the services rendered under the Agreement and maintain compliance with those applicable standards at all times.

3. Contract Commitments

The Contractor shall not enter into contracts regarding the type of services which are the subject of the Agreement, for services within Fresno County, which extend beyond the date of termination of the Agreement, or an extension thereof, except as may be specifically approved in writing by the County.

4. Outside Work

The Contractor shall not be prohibited from doing work outside the scope of the Agreement which is related to emergency services or medical transportation (e.g., long distance transfer work, non-ambulance medical transportation, special events/standby coverage, managed care/government contract work, ambulance dispatching in other counties, and the like) or emergency dispatch services provided:

- a. Such services are provided consistent with federal, state, and local laws, regulations, and policies;

- b. All monies derived from such work shall be deposited in the County's Accounts Receivable Lock Box Account;
- c. The Contractor's methods of providing such services are designed to enhance Contractor's peak load capacity, disaster readiness, and overall efficiency, and do not detract from the Contractor's performance of its obligations under the Agreement;
- d. The Contractor shall be solely responsible for any costs and expenses associated with the implementation of services for such outside work.

The Contractor shall be responsible for the operational and equipment costs of any such outside services and shall hold the County, EMS Agency, and EMS Medical Directors harmless and indemnify and defend them in connection such outside contract services, as provided in Section IV.C.4., herein. Such services shall not interfere or undermine the Contractor's responsibilities under the Agreement.

The Contractor shall not utilize the equipment, personnel, or resources, which are the subject of the Agreement, for the purposes of providing primary ambulance coverage outside Fresno County (e.g., a dedicated ambulance unit routinely stationed in another jurisdiction) except as authorized through a written amendment (pursuant to Section IV.E.4., herein) thereof executed by the parties.

5. Most Favored Customer

Under this procurement process, all factors of production employed by the Contractor in the performance of the work which is the subject of this procurement process, whether furnished by the County or not, shall be devoted exclusively to the provision of services within the EOA and to no other work, except as allowed under the Agreement, or amendment thereof, and as specifically approved by the County. These "factors of production" include all equipment, supplies, facilities, locally assigned personnel, and all historical data utilized by the Contractor in the performance of this work.

The Contractor, the owners, officers, or key personnel of the Contractor's organization, and firms affiliated with the Contractor shall not compete with the County for services provided by the County through the Agreement nor shall such entities or individuals form a separate organization for the purposes of circumventing this prohibition. While such entities, organizations, or individuals

may participate in a competitive procurement process for the services under the Agreement, they may not specifically compete against the Agreement in an effort to circumvent the services that have been established to provide for the public health and safety. It is the intent of this provision that growth of the Contractor's business within the County should take place under the auspices of the Agreement. Violation of this non-competition provision shall constitute a Material Breach of the Agreement by the Contractor.

The Contractor additionally acknowledges, understands, and accepts that a loss of the Agreement in a future competitive procurement cycle means a loss of all business created within the EOA as related to and during the term of the Agreement. The Contractor accepts this as a reasonable solution to the problem of system-wide disruption of services that would otherwise occur.

6. Advertising Restrictions

The County shall have the right of prior approval of the form and content of all forms of public education and advertising, direct or indirect, utilized by the Contractor which will include the County's name in conjunction with services and operations related to the Agreement. This includes all vehicle markings, invoices, yellow page advertising, and any other advertising and public information programs and material that may utilize the County's name in addition to the Contractor's name or trademark. The County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its reputation.

7. Permits and Licenses

The Contractor shall be solely responsible for obtaining all necessary permits and licenses required for performance of its obligations under the Agreement and will bear the cost, provided, however, that ambulance vehicle licenses shall be obtained in the name of the County, as the primary lessee of said equipment. Cost of such vehicle licenses, if any, shall be the responsibility of the County.

D. Provisions Regarding Personnel

1. Rights and Responsibilities of Operations Personnel (Prehospital and Dispatch)

The Fresno County EMS system is designed to utilize professional field personnel (all levels of EMT including paramedics) and certified dispatch personnel who have a direct linkage to the EMS Agency, EMS Medical Director, and the Base Hospital Physicians of the EMS system who provide independent medical

oversight for the EMS System. Field personnel and dispatchers are certified or accredited by the EMS Medical Director, not through their employers. Thus, a direct linkage is deliberately created between field personnel and the system's physician leadership.

Where issues involving questions of patient care are concerned, there is no "chain of command" in the Fresno County EMS system. Each of the certified personnel working in the system has not only a right, but an obligation to deal directly with the system's physician leadership on issues related to patient care.

This direct linkage and personnel responsibility also applies to issues regarding compliance with regulations concerning vehicles, on-board equipment, and recording of data. Certified personnel are prohibited by laws, rules, regulations, and local policies and procedures which govern this system from operating equipment that is out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., dispatch records, prehospital care reports, incident reports, and the like). Just as a physician may be employed by a hospital, but still retains personal and professional responsibility relative to the rendering of patient care, dispatchers and field personnel have a personal and professional responsibility with regard to issues related to the delivery of patient care, and the accurate reporting of information.

Field personnel and dispatch personnel are required, as a condition of their certification or accreditation by the EMS Medical Director, to participate in the system-wide quality improvement program. This investment of personnel time in the medical quality control process is justified by a continuous positive impact upon improved patient care. The success of this program involves the cooperation of the EMS Agency, the Contractor, other participating provider agencies and hospitals, and the individual field or dispatch personnel.

2. Reasonable Work Schedules/Working Conditions

While the Agreement is a "performance contract", and while the Contractor is not only allowed but expected to employ its own methods and techniques for producing the required performance reliability and efficiency, the Contractor shall utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issues are patient care and personnel safety, and the Contractor is expected to utilize sound management principles which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to the extent that their judgment or motor skills may be impaired.

Because of the wide variety of management practices utilized throughout the EMS/ambulance industry, no specific requirements regarding work schedules and working conditions are established (except for the transport unit hour utilization restrictions placed upon system status plans which utilize greater than 12 hour shifts in the metro response area, as set forth in Section II.L.2., hereof) under this procurement process, but instead the “rule of reason” shall apply. The “rule of reason” shall be the establishment of rules and procedures which implement reasonable standards of activity in order to protect the public health and safety.

If events warrant such action, the EMS Medical Director, with the concurrence of the Regional Medical Control Committee, may establish rest standards for extended shifts and standards governing the use of back-to-back personnel shifts and mandatory overtime, as deemed necessary to protect patients from the possibility of error caused by exhaustion of the Contractor’s field personnel. In the event such standards are developed by the Regional Medical Control Committee and/or through state regulation, said standards shall be automatically accepted by both the County and the Contractor as an objective application of the “rule of reason”, and shall apply to the Agreement. The imposition of such standards by the EMS Medical Director and the Regional Medical Control Committee or by the State EMS Authority *shall not* be considered an increase in production standards which would be cause for Agreement amendment.

3. Reasonable Compensation and Fringe Benefits Required

High levels of efficiency are expected and required under this procurement process. It is expected by the County and EMS Agency that such efficiency will be derived from the system’s superior economies of scale, from off peak use of excess production capacity, from precision dispatching and system status management, from the numerous advantages of a professional and motivated workforce, and from effective management practices. The County and EMS Agency desire that qualified and experienced personnel be utilized for the provision of services under the Agreement and that the Contractor’s compensation levels for such personnel will attract and retain such qualified and experienced personnel. Therefore, it is not in the bidders best interest to gain an economic advantage by the use of compensation levels for field and dispatch personnel that are significantly below those received currently by the incumbent workforce.

Compensation provisions for the Contractor’s locally-assigned personnel should promote the County and EMS Agency’s desire for an experienced and qualified workforce. Bidders are not required to utilize the same wages, benefits, shifts schedules and working conditions as the incumbent contractor, however, the total compensation package proposed by the bidder will be utilized in comparison to

local practices. The County and EMS Agency do not intend to restrict the ingenuity of the Contractor in developing new and creative compensation packages for its personnel. However, these specific wage or salary packages should be structured so that the overall combination of wages, benefits, shifts schedules, working conditions, and factors related to job satisfaction is consistent with sound management practices in a clinically excellent, high productivity emergency ambulance and advanced life support (paramedic) service system.

The bidder's proposed compensation program will be one of the primary rated variables in the evaluation of the Contractor's proposal for determining which bidders qualify as finalists in this procurement process.

4. Form of Retirement Program

The retirement program for the Contractor's dispatchers, field personnel, and any other locally assigned personnel shall be so designed and structured that, should a change of contractors occur in the future (e.g., future procurement process), each employee's accrued benefits, vested or not, will remain intact regardless of whether that employee remains in this system (e.g., working for the new Contractor) or transfers to another of the outgoing Contractor's operations outside the County. In addition, such retirement program shall address the employee's accrued benefits, vested or not, of the incumbent work force, if the successful bidder is not the incumbent contractor.

5. Employee Recruitment, Screening, and Orientation

The Contractor shall operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient prior to field or dispatch placement, individuals who are among the area's most qualified candidates for EMS employment.

6. Treatment of Incumbent Workers

The County and EMS Agency recognize that qualified and experienced field and dispatch personnel with knowledge of the current local emergency medical services operating conditions in the County are necessary for a successful emergency medical services system. In this regard, the County and the EMS Agency further recognize that the current field and dispatch workers of the incumbent Contractor will likely be sought by bidders to form all or a portion of such bidders' proposed non-management work force. The County and EMS Agency respects the employee/employer relationship between workers and their current and future

employers; the County's and EMS Agency's only interest in requiring bidders to comply with this Section IV.D.6 is to ensure that the Contractor honors its commitment to maintain a qualified and experienced field and dispatch workforce during the term of the Agreement by seeking and hiring such field and dispatch personnel at the commencement of the Agreement, while protecting seniority, wages, and benefits. Therefore, this Section IV.D.6. requires bidders to offer employment opportunities to incumbent workers in field and dispatch positions at the commencement of the Agreement according to such bidders' own personnel standards, which are identified under Section IV.D.5., herein.

Immediately following the submission of bids, but prior to the bidder's presentation to the Ambulance Procurement Committee, each bidder shall conduct a minimum of three (3) local informational meetings for incumbent workers in field and dispatch positions concerning employment opportunities, should the bidder be selected as the successful bidder. Bidders may allow interested personnel, including incumbent workers in field and dispatch positions, to sign employment agreements during these information meetings, contingent upon such bidders becoming the Contractor.

To ensure that bidders have a plan for hiring sufficient numbers of experienced and qualified field and dispatch personnel, bidders are required to include in their proposals their plan regarding the hiring of incumbent workers for field and dispatch employment positions. Such plan shall specify the bidders' standards for hiring personnel, including incumbent workers for field and dispatch employment positions. Such plan shall also specify the bidders' recognition of the length of service of incumbent workers hired for field and dispatch services under the Agreement which will be utilized by the bidders to establish the starting compensation level and seniority level for such workers.

Within forty-five (45) calendar days of the execution of the Agreement, the successful bidder shall provide a reasonable opportunity for any and all of the incumbent workers in field and dispatch positions to apply for and to interview for available field and dispatch employment positions with successful bidder. The successful bidder shall use its best efforts to offer employment to all of the incumbent workers for field and dispatch positions who meet the successful bidder's personnel standards, up to the number and classification of field and dispatch employment positions the successful bidder determines it needs to operate under the Agreement. The successful bidder shall not be required to hire any minimum number of experienced incumbent workers seeking field or dispatch employment positions. However, the successful bidder shall not discriminate against incumbent workers for field and dispatch employment positions in its hiring practices based upon the length of service of the individual -- that is, the successful

bidder shall not hire field and dispatch personnel with the least experience in order to lower its personnel costs.

7. Non Discrimination

Contractor agrees as follows:

- a. The Contractor, during the performance of the Agreement, agrees to comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination.
- b. During the performance of the Agreement, the Contractor and its subcontractor(s) shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, sex, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or denial of family care leave. The Contractor and its subcontractor(s) shall ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. The Contractor and its subcontractor(s) shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part thereof as if set forth in full. The Contractor and its subcontractor(s) shall give written notice of their obligations under this Section IV.D.7. to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this Section IV.D.7. in all subcontracts to perform work under the Agreement. Such actions shall include, but not be limited to the following:
 - Employment, upgrade, demotion, or transfer;
 - recruitment, or recruitment advertising;
 - layoff or termination;
 - rates of pay or other forms of compensation; and
 - selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- c. To the extent required by law, the Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, sex, or age.
- d. The Contractor, and all solicitations or advertisements for personnel placed by or on behalf of the Contractor, shall, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, national origin, sex, or age, as required by law.

8. Use of Pagers by Off-Duty Personnel

Individual pagers may be supplied by the Contractor for individual assignment to each dispatcher and prehospital personnel who agrees to carry one as a part of the Contractor's internal disaster management procedures. The use of such pagers to locate off-duty personnel for assignment of mandatory overtime is strictly prohibited.

9. Professional Conduct and Courteous Service

Ambulance services are often rendered in the context of stressful situations. Many of the people with whom ambulance personnel come in contact have little experience dealing with such situations and do not cope well. In fact, in many cases, this may be a person's or their family's only interaction with the EMS system and may be regarded as one of the most traumatic experiences in their lifetime, even if the seriousness of the illness or injury is not actually significant. In some cases, even flawless performance by the ambulance system may draw complaints. While patients, their families, and others are not accustomed to this stress and may not always handle it well, the Contractor and its personnel are in the business of dealing with these situations.

Thus, the County and EMS Agency expect and require professional and courteous conduct towards the public and other EMS System participants at all times from the Contractor's ambulance personnel, EMS dispatch personnel, billing personnel, middle management, and top executives. Uniform and grooming standards for field personnel shall meet or exceed that of local public safety agencies. This includes field supervisors and management personnel. The Contractor shall address and correct any occasional departure from this standard of conduct.

10. Character and Competence of Personnel

All persons employed by the Contractor in the performance of work under the Agreement shall be competent and shall be holders of appropriate permits in their respective trades or professions. The EMS Agency Director, may demand the removal of any person employed by the Contractor who chronically misconducts themselves or is chronically incompetent or negligent in the due and proper performance of their duties, and such persons shall not be reassigned by the Contractor for performance of services under the Agreement without the written consent of the EMS Agency Director. Provided, however, that the EMS Agency Director, shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document, in writing, specific reasons for exercising such rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presences of the Contractor's Chief Executive and the County's Director of Community Health prior to removal.

11. "Bait and Switch" Bidding Prohibited

The Contractor understands that the County shall, in part, award this bid based upon the qualifications of the bidding organization, and upon the qualifications of key personnel presented in bidder's proposals. If awarded the Agreement, the bidder shall furnish those personnel identified in bidder's proposal for the first year of the Agreement. Throughout the remaining term of the Agreement, the bidder shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prohibit the practice of "bait and switch" bidding, intentional or not.

E. Standard Provisions

1. Conflict of Interests

The bidder must certify that it will not violate, or cause a person to violate, any Federal or State conflict of interest statutes, laws, and regulations, or local laws and regulations governing conflict of interest.

2. Non-Transferable Agreement

Except for non-EMS related services (e.g., janitorial, food service, building maintenance, telephone, and the like), the Contractor shall not (either voluntarily or by operation of law) assign, convey or transfer the Agreement, or any portion thereof, without the prior, express written permission of the County and the EMS Agency as provided in this Section IV.E.2, and Section IV.E.3., herein. Without

limiting the generality of the foregoing sentence:

- a. The Contractor shall not (either voluntarily or by operation of law) assign, convey or transfer any of the Contractor's rights under the Agreement without the prior, express written permission of the County and the EMS Agency.
- b. The Contractor shall not (either voluntarily or by operation of law) assign, convey, transfer, delegate or subcontract any of the Contractor's obligations under the Agreement without the prior, express written permission of the County and the EMS Agency as provided in Section IV.E.3., herein.
- c. If a majority of the Contractor's work is dedicated to the performance of services under the Agreement, the Contractor's shareholders (or partners, if the Contractor is a partnership) shall not (either voluntarily or by operation of law) sell, assign, convey or transfer more than ten percent (10%) of the total ownership interest in the Contractor (e.g., corporate shares or partnership interest) to a non-shareholder or non owner within any one (1) year period without the prior express, written permission of the County and the EMS Agency.

If the Contractor (either voluntarily or by operation of law) assigns, conveys or transfers the Agreement, or any part of the Agreement, including any right thereunder, in violation of this Section IV.E.2., such assignment, conveyance or transfer shall be void.

3. Use of Sub-Contractors

The use of subcontractors for the direct provision of ambulance services or advanced life support (paramedic) services or partial staffing for such services is subject to the prior written permission of the Board of Supervisors. The use of any other subcontractors is subject to the prior written permission of the EMS Agency Director. The "use of subcontractors" in the provision of services shall include the delegation by the Contractor to a third party of the Contractor's obligations under the Agreement.

If the Contractor elects to use subcontractors in the provision of any services under the Agreement, and the use thereof is permitted by the County or the EMS Agency, as provided herein, the Contractor shall be responsible for such subcontractor's performance, and the Contractor shall remain the sole point of contact in the provision of services under the Agreement. The Contractor shall not be entitled to

any greater compensation than is provided for under Section III.A., herein, solely because Contractor is permitted by the County or the EMS Agency to subcontract any of the Contractor's obligations under the Agreement.

If a prospective bidder intends to employ a sub-contractor for any purpose other than in-service training or vehicle maintenance, the credentials of that sub-contractor must be submitted with those of the prospective bidder, together with a detailed description of the services to be sub-contracted and the terms of the sub-contractual relationship. The County retains the right to deny requests for use of sub-contractors.

For the purposes of this Section IV.E.3., support services (e.g., accounting, legal, payroll, and other like services) provided by a parent corporation which is the sole owner of the contracting firm shall not be considered sub-contracted services, and shall not be governed by this Section IV.E.3..

If the Contractor subcontracts or delegates any of its obligations under the Agreement in violation of this Section IV.E.3., such subcontract or delegation shall be void.

4. **Modification**

Any matters of the Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder. No variation or modification of the terms or conditions of the Agreement shall be valid and binding upon the parties unless and until such variation or modification is reduced to writing and is executed by duly-authorized officers or agents of the parties.

5. **Rights and Remedies Not Waived**

The Contractor agrees, warrants, represents and guarantees that the Contractor's services herein specified shall be completed without further compensation than that provided for in the Agreement; and that the Contractor's provision of services herein, and the payment therefore by the County, shall not prevent the County from maintaining any legal action against Contractor for Contractor's failure to perform such services in accordance with the Agreement. In no event shall payment of compensation by the County hereunder constitute or be construed to be a waiver by the County of any breach or any default that may then exist on the part of the Contractor, and the making of such compensation while any such breach or default exists, shall no way impair or prejudice any right or remedy available to the County with respect to such breach or default.

The County's and the EMS Agency's exercise of any rights or remedies under the Agreement shall not preclude the County or the EMS Agency from exercising any other right or remedy under the Agreement or provided by law. Such rights and remedies may be exercised by the County and the EMS Agency cumulatively. By way of example, and not as a limitation, the County's and the EMS Agency's imposition of Liquidated Damages under any provision of the Agreement shall not prohibit the County or the EMS Agency from imposing Liquidated Damages under any other provision of the Agreement or from exercising any other right or remedy under the Agreement or provided by law.

If the County or the EMS Agency desires to waive any right or the exercise of any remedy under the Agreement, such waiver shall only be in writing and signed by a duly authorized officer or agent of the County or the EMS Agency, as applicable. If County or the EMS Agency should waive any breach by the Contractor of any provision of the Agreement, the County and the EMS Agency shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of the Agreement.

6. Consideration

In consideration for the Contractor's agreement to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA, pursuant to the terms and conditions of the Agreement, as provided therein, and the Contractor's assumption of obligations thereunder, the Contractor agrees to accept County's and the EMS Agency's authorization to provide such services, and to charge customers for the provision of same, and the compensation provided by County to Contractor under the Agreement, as provided therein, and the County's assumption of obligations under the Agreement (including causing the EMS Agency to carry out its responsibilities), as sufficient, valuable and adequate consideration given in exchange therefore.

In consideration for the County's authorization to allow the Contractor to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA, pursuant to the terms and conditions of the Agreement, and to charge customers for the provision of same, and compensation provided by County to Contractor under the Agreement, as provided therein, and the County's assumption of obligations under the Agreement (including causing the EMS Agency to carry out its responsibilities), the County agrees to accept Contractor's agreement to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA pursuant to the terms and conditions of the Agreement, as provided therein, and the Contractor's assumption of obligations thereunder, as

sufficient, valuable and adequate consideration given in exchange therefore.

7. Governing Law

Venue for any action arising out of or relating to the Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of the Agreement shall be governed in all respects by the laws of the State of California.

8. Cost of Enforcement

If either the County or the Contractor institutes litigation against the other party to secure its rights pursuant to the Agreement, the prevailing party shall be awarded its actual and reasonable attorney's fees and costs of such litigation.

9. Invalidity

If any part of the Agreement is found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the Contractor and the County shall use their best efforts to replace that part of the Agreement with legal, valid and enforceable terms and conditions most readily approximating the original intent of the parties. Furthermore, if any provision of the Agreement or the application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those as to which is found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, shall not be affected thereby, and each remaining provision of the Agreement shall remain in full force and effect and shall be enforceable to the fullest extent permitted by law.

10. Indemnity and Hold Harmless

The Contractor agrees to protect, defend, indemnify and hold harmless the County, its elective and appointive boards, officers, agents and employees, the EMS Agency and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees, for injury to, or death of, any person, and for injury to any property, including consequential

damages of any nature resulting there from, arising out of, or in any way connected with any negligent acts or omissions by, or on behalf of the Contractor, its officers, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any services or functions provided for, or referred to, or in any way connected with any work, services, or functions to be performed by the Contractor, its officers, employees, agents, or contractors both under and outside the Agreement.

The foregoing clause shall in no way obligate the Contractor to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the County, its officers, employees, agents, or contractors.

The County agrees to protect, defend, indemnify and hold harmless the Contractor, its elective and appointive boards, officers, agents and employees from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorneys' fees, for injury to, or death of, any persons, or for injury to any property, including consequential damages of any nature resulting there from, arising out of, or in any way connected with the acts or omissions by, or on behalf of the County, its officers, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any services or functions provided for, or referred to, or in any way connect with any work, services, or functions to be performed by the County, its officers, employees, agents, or contractors under the Agreement.

The foregoing clause shall in no way obligate the County to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the Contractor, its officers, employees, agents, or contractors.

The aforesaid indemnity and hold harmless clauses by the Contractor and County shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including, but not limited to, attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or self-insurance of the indemnifying party shall have been determined to be applicable to any of such damages or claims for damages.

11. Insurance

With respect to performance and work under the Agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain in full force and effect insurance as described below:

- a. Without limiting the County and EMS Agency's right to obtain indemnification from the Contractor or any third parties, subject to the Contractor's right to seek subrogation for indemnification paid to the County and EMS Agency under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its sole expense, shall maintain or cause to be maintained in full force and effect the following insurance policies throughout the term of the Agreement:
 - (1) For the Contractor's local operation in Fresno County - combined public liability, general liability, automobile liability, bodily injury and property damage liability insurance in amount of not less than one million dollars (\$1,000,000) in coverage for each occurrence;
 - (2) For the EMS Communications Center - fire legal liability (including, if required by the leasing company issuing the *three-way* building lease, earthquake and flood insurance), and
 - (3) Rental interruption insurance for the EMS Communications Center; and
 - (4) Medical malpractice liability insurance in an amount of not less than one million dollars (\$1,000,000) in coverage for any injury or death arising out of any one (1) occurrence; and
 - (5) Worker's Compensation Insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the Contractor's personnel who will be assigned to the performance of the Agreement by the Contractor in accordance with the California Labor Code.
- b. Such insurance policies shall name the County, its officers, agents, and employees, and the EMS agency, and EMS Medical Director(s), individually and collectively, as additional insured (except Workers Compensation Insurance), but only in so far as the operations under the Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officer, agents, and employees, the EMS agency, and EMS Medical Director(s), shall be excess only and not contributing with insurance provided under the Contractor's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advanced, written notice given to the County.

Said insurance coverage shall have an annual aggregate limitation of not less than \$3,000,000 and shall provide for full coverage, and if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.

- c. Prior to the commencement of performing its obligations under the Agreement (and annually thereafter from such date), the Contractor shall provide certificates of insurance on the foregoing policies as required herein, to the EMS Agency, stating that such insurance coverage have been obtained and are in full force; that the County, its officer, agents, and employees, and the EMS agency, and EMS Medical Director(s), individually and collectively, are named as additional insured (except Workers Compensation Insurance), but only in so far as the operations under the Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officer, agents, and employees, and the EMS agency, and EMS Medical Director(s), shall be excess only and not contributing with insurance provided under the Contractor's policies herein; that this insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advance, written notice given to the County; and that said insurance coverage shall have an annual aggregate limitation of not less than \$3,000,000 limitation and shall provide for full coverage, and that if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.
- d. Each bidder must submit with its proposal, an affidavit from an insurance company stating that the organization has, or would be able to obtain insurance coverage with minimum limits of liability as required herein. Such insurance company shall be acceptable to the County as established by the prospective bidder receiving prior approval from the County's Risk Management Division.
- e. Air ambulance and air rescue services, if provided by the Contractor shall provide a minimum of Twenty Million Dollars (\$20,000,000) combined single limit liability coverage to include aircraft liability and general liability coverage. Such insurance policies or certificates shall be maintained in full force during the entire term of the Agreement. Said policy shall provide for full coverage, and may include a deductible amount not to exceed Ten Thousand Dollars (\$10,000) per occurrence.
- f. Contractor may self-insure such of those risks as are identified in Section

IV.E.11., above, with self-insurance plans, provided however, that:

- (1) The County, its officers, agents, and employees, the EMS Agency and EMS Medical Director(s), individually and collectively, shall be named as additional insured (except the Workers Compensation Insurance Policy), on Contractor's self-insurance plans, but only insofar as the operations under the Agreement are concerned; and
- (2) Such self-insurance plans shall be satisfactory to County approval of which shall be given prior to the commencement of Contractor's obligations under the Agreement; and
- (3) All those provisions identified in Section IV.E.11., above, concerning the relationship of Contractor's primary and County's excess insurance or self-insurance to each other, the requirement of Contractor delivering a certificate of insurance to County, and the cancellation/change of insurance requirements shall apply to such self-insurance plans as though such self-insurance plans were insurance policies.

- g. The minimum required amounts of the foregoing insurance and self insurance coverage are addressed in the County EMS Ordinance and shall be subject to periodic review and adjustment. If the Board of Supervisors requires a significant adjustment in insurance coverage, the Contractor may request that the County authorize an increase in Contractor's user fees pursuant to Section III.A.3., herein.

12. Entire Agreement

The parties agree that all of the terms and conditions of the Agreement, and all documents and attachments incorporated therein, shall be binding upon them, and their successors-in-interest, assigns and legal representatives, and that together these terms and conditions constitute the entire agreement of the parties with respect to the subject matter hereof. The Agreement shall supersede all previous negotiations, proposals, commitments, writing, understandings and agreements of any nature whatsoever concerning the subject matter hereof unless expressly included in the Agreement. Ambiguities, if any, in the interpretation of the terms or conditions of the Agreement, or the application of such provisions to any person or circumstance, shall not be construed against either party. In the event of any inconsistency among the documents constituting the Agreement, such inconsistency shall be resolved by giving precedence according to the priority established in the Agreement; such priority will be established in the standard

contract document, to be issued to bidders with the RFP Addenda, following the pre-bid conference.

13. No Personal Liability of County or EMS Agency Officers, Agents or Employees or County Contractors

No member of the Board of Supervisors, officer, agent or employee of the County or the EMS Agency, and no officer, agent or employee of the County's contractors shall be personally liable for acting or failing to act under the terms and conditions of the Agreement.

14. No Intended Third Party Beneficiaries to the Agreement

There shall not be any intended third party beneficiaries to the Agreement, provided however, if the EMS Agency is deemed to be or becomes a third party to the Agreement, the EMS Agency shall thereupon be deemed to be an intended third party beneficiary under the Agreement.

15. Survival of Contractor's Obligations Following Termination of the Agreement

Any and all of the Contractor's covenants and obligations contained in the Agreement which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of the Agreement shall survive such expiration or earlier termination.

V. Procurement Process and Bid Submission

A. Rules for Competition and Rating Procedure

The primary competitive bid variable of this procurement process is cost of services. However, consistent with Fresno County Purchasing rules, the award will be made to the vendor offering the overall proposal deemed to be the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidder is not arbitrarily the vendor whose proposal will be selected.

In preparing proposals, all bidder's user fee and compensation assumptions shall be based strictly upon the compensation provisions set forth in Section III.A., herein, thereby assuring a direct comparison of competing bidders. Proposals based upon compensation provisions other than those set forth in Section III.A., herein, may be automatically disqualified by the County and EMS Agency.

Proposals must be submitted based upon a response to the request for services specified herein. Offers submitted based upon methods of operation not allowed under this procurement process (e.g., all BLS ambulance staffing) may be automatically disqualified by the County and EMS Agency.

The pre-qualification of bidders and the identification of bidder finalists prior to the opening of price bids is to provide a safeguard from an unqualified organization submitting an unrealistic price bid as a means of winning the bid. Bidders are cautioned that proposed user fees that appear to the County and EMS Agency to be unrealistically low and which do not appear to fully fund the level of services being proposed by the bidder may be cause for such bidder to be disqualified. Therefore, the County, EMS Agency, and Ambulance Procurement Committee shall evaluate the bidder's budget information submitted by bidder finalists as part of the evaluation process of bidder finalist's ALS Base Rates.

The Procurement Selection Process will occur in three (3) phases:

1. Determination of Bid Responsiveness

Credentials/Proposals, except for the bidder's price sheet and bidder's budget information, will be opened by the Procurement Coordinator and submitted to the EMS Agency and County Purchasing Department staff for review. Sections of the bid proposal, except the bidder's price sheet and the bidder's budget information, will be distributed to applicable County Departments for review (e.g., lease, lock box, and performance bond information to County Counsel, insurance information

to Risk Management). Non-responsive proposals will be rejected in accordance with Section V.F.1., herein.

2. Selection of Bidder Finalists

Responsive credentials/proposals are reviewed by the Ambulance Procurement Committee to identify a group of finalists to the procurement process or reject all bidders. This phase of the procurement process will be to identify the bidders who are best suited to provide the services which are the subject of this procurement process. The Ambulance Procurement Committee's evaluation and recommendation will be in accordance with Sections V.E. and V.F., herein.

3. Determination of Apparent Low Bidder

Bidder's price sheets and bidder's budget information will be opened for only those bidders which have been selected as bidder finalists. The apparent low bidder will be determined through the evaluation of the ALS Base Rates on the price sheets submitted by the bidder finalists. The Ambulance Procurement Committee shall evaluate the ALS Base Rates submitted by bidder finalists. Such evaluation shall take into account the bidder's budget information.

B. Schedule of Events

Unless notified in writing by the Procurement Coordinator of a schedule change, this procurement process will strictly adhere to the following schedule:

- December 18, 2006 (Mon) - *Request For Proposal* Document Released. (This document and its attachments constitute the County's request for credentials and request for proposals).
- January 15, 2007 (Mon) - Interested parties have until 2:00 p.m., local time, to submit written questions, comments, or recommended modifications to the *Request for Proposal*.
- January 8, 2007 (Mon) - Beginning at 9:00 a.m., local time, County's pre-bid conference shall begin. A conference will be held by the County and EMS Agency to answer any questions from bidders regarding the proposed specifications. The pre-bid conference will be held in the County of Fresno Library – Woodward Park, 9600 Perrin Ave, Fresno, California. Attendance at the pre-bid conference is mandatory for any person or organization desiring to submit a proposal for this procurement process (The Procurement Coordinator may grant relief from the mandatory attendance at the pre-bid conference to bidders that demonstrate to the satisfaction of the Procurement

Coordinator that their failure to attend such conference was due to a cause beyond their control). Any changes to the *Request for Proposal* resulting from the pre-bid conference will be made by written addendum and issued to each person or organization to which attended the pre-bid conference and which submits a letter of intent.

Beginning at 2:00 p.m., local time, County's pre-bid EMS Communications Center tour shall begin. This meeting will be held by the County and EMS Agency to answer any questions from bidders regarding the EMS Communications Center, County communications infrastructure, and EMS Computer Assisted Dispatch (CAD) System. This meeting will be held at the EMS Communications Center, at 4555 E. Hamilton Ave., Fresno, California. Following the tour and overview, at 3:30 p.m., County technical staff will be available to meet with technical staff from interested bidders regarding the facility and its equipment. This will be the only site review of the EMS Communications Center authorized during the *Request for Proposal* process.

- January 12, 2007 (Fri) - Interested parties have until 2:00 p.m., local time, to submit a non-binding letter of intent to bid to the Procurement Coordinator. A letter of intent is mandatory for any person or organization desiring to submit a proposal for this procurement process. This documentation will be utilized for the distribution of information during the initial phase (prior to bid submission) of the *Request for Proposal* process.
- January 16, 2007 (Tue) - Addenda to *Request for Proposal* document resulting from suggestions made during the pre-bid conference, if any, released.
- January 29, 2007 (Mon) - 2:00 p.m., local time, deadline for receipt of the bidder's credentials documentation, the bidder's proposal to conduct the services, and the bidder's price sheet, bidder's budget information, and bidder's security, as specified in Sections V.V., herein. All credentials/proposals/price sheet/bidder's budget information/bidder's security must be received at the address specified herein. Credentials/proposals/price sheet/bidder's budget information/bidder's security received after this deadline shall be automatically rejected.
- February 1, 2007 (Thu) - Apparent eligibility of prospective bidders determined by the County and EMS Agency. Rejected bidders are notified in writing by the Procurement Coordinator.
- February 6, 2007 (Tue) - 2:00 p.m., local time, deadline for rejected bidders to appeal decision by submitting a written appeal to the County's Procurement Coordinator.
- February 8, 2007 (Thu) - Determination made by the County and EMS Agency on bid eligibility based upon appeals, if any.

- February 9, 2007 (Fri) - Meeting of the Ambulance Procurement Committee for distribution of responsive bidder's credentials/proposals (without price sheets and bidder's budget information) to the Committee. Additional meetings will be scheduled by the Procurement Coordinator as necessary for the Committee to complete its activities.
- February 20, 2007 (Tue) - Bidder's presentations to the Ambulance Procurement Committee, if requested by the Ambulance Procurement Committee.
- February 22, 2007 (Thu) – Qualified bidders determined by the Ambulance Procurement Committee and a written notification shall be provided to the EMS Agency. Written evaluation of each prospective bidders' proposals is supplied only to EMS Agency at this stage of the bid process.
- February 23, 2007 (Fri) - The Ambulance Procurement Committee will meet to allow the opening of the sealed price sheets and bidder's budget information by the Procurement Coordinator – the identified qualified bidders may be present for the opening of the price sheets and bidder's budget information. Following the announcement of bidder finalists' prices, bidders and members of the public will be excused from the meeting to allow the Committee to deliberate its recommendation.
- February 28, 2007 (Wed) - Designation of apparent low bidder or the rejection of all bids, and, if applicable, direction to County and EMS Agency staff to negotiate Agreement.
- March 5, 2007 (Mon) - Interested parties have until 2:00 p.m., local time, to submit a letter of protest to the Procurement Coordinator regarding the award of the bid.
- April 24, 2007 (Tue) - Board of Supervisor's action to authorize Agreement.
- January 1, 2008 (Tue) - Implement Agreement and services at 12:01 a.m., local time.

C. Ambulance Procurement Committee

This procurement process is being conducted under the supervision of the County and the EMS Agency with the assistance of the Ambulance Procurement Committee (the "Committee"), which shall be utilized to evaluate bidders' credentials, proposals, price sheets, and bidder's budget information. The Ambulance Procurement Committee is an advisory committee to the EMS Agency. Except as noted below, meetings of the Committee shall be closed to the public and to bidders in order to foster robust and candid deliberations and discussions among Committee members concerning the relative strengths

and weaknesses of the bidders, and their submitted credentials, proposals, price sheets, and bidder's budget information. A bidder may attend the Committee's meetings only where the Committee has asked for that bidder's presentations (if any); all other bidders and members of the public will be excluded from such meetings. All bidders and members of the public may attend the opening of bidder price sheets and bidder's budget information. Following the announcement of the qualified bidders prices, bidders and members of the public will be excused from the meeting to allow the Committee to deliberate its recommendation. The Procurement Coordinator, as chairman of the Committee, may open other meetings, or portions of the meetings, to the public as the Committee deems necessary. The EMS Agency and County Purchasing Department shall provide staff to support the Committees' activities. Bidder rating sheets and other materials developed by the Committee shall remain the property of the County. During this procurement process, Committee members shall not disclose to bidders or the public the substance of their individual evaluations of qualified bidders, credentials, proposals, price sheets, or bidder's budget information.

The EMS Agency shall select the members of the Ambulance Procurement Committee. The following persons have been proposed by the EMS Agency to serve on the Ambulance Procurement Committee. The EMS Agency reserves the right to modify the composition of the Ambulance Procurement Committee as necessary.

- The Procurement Coordinator;
- Two (2) representatives of the Emergency Medical Care Committee (EMCC) - nominated by the EMCC;
- One (1) Base Hospital Medical Director - nominated by the Regional Medical Control Committee;
- One (1) local physician who practices within the EOA - nominated by the Fresno-Madera Medical Society;
- One (1) local hospital administrator from a hospital within the EOA - nominated by the Hospital Council of Northern and Central California;
- Two (2) representatives of local managed care programs/integrated delivery systems;
- Four (4) representatives of local cities and fire protection districts;
- One (1) representative of the California Highway Patrol; and
- One (1) Sheriff's Department representative
- One (1) representative from the Fresno Chamber of Commerce

Prospective bidders shall refrain from discussions regarding this procurement process with members of the Ambulance Procurement Committee, except when appearing before the Committee (at the Committee's request) for a bidders' presentation. Any contact regarding this procurement process (either direct or indirect) with Ambulance Procurement Committee members may result in disqualification of a prospective bidder.

D. Regarding Pre-Qualification of Bidder Finalists

This procurement process involves the provision of an emergency service upon which the residents and visitors to the County rely. A number of different organizations may feel that they are capable of providing the services which are the subject of this procurement process. This procurement process has been designed to identify qualified organizations which have significant experience in these services *and* the ability to plan for the significant changes which are anticipated within the local EMS System. Therefore, this procurement process will include a screening process which will narrow the group of bidders to a group of qualified bidders. Bidders are required to submit credentials for review and evaluation through this procurement process that attest to their experience and ability to provide the services described herein. Initial evaluations shall be based upon the assumption that all representations and assurances made are true. This information is subject to investigation, by the County and EMS Agency, including, but not limited to, site visits at any time during the procurement process.

E. Ranking of Credentials, Proposals, and Prices

This procurement process will utilize several bid variables in evaluating the bidder's credentials and proposal to narrow the group of bidders to the selected qualified bidders. Through the evaluation of these variables, the County and EMS Agency propose to identify a group of finalists consisting of qualified organizations offering effective services which meet or exceed the County and EMS Agency's minimum requirements as specified herein, and which have demonstrated the capability to adjust services as is expected in the course of the Agreement. The specific variables to be utilized for the evaluation of bidder's credentials and proposals to select bidder finalists are as follows:

- Bidder's credentials (pass/fail)
- Responsive proposal for services (pass/fail)
- Evaluation of bidder's credentials (200 points maximum)
- Evaluation of bidder's proposal for services, including its personnel plan (300 points maximum)

The Ambulance Procurement Committee will utilize the point system for comparative purposes and to identify non-qualified bidders. The Ambulance Procurement Committee will identify a recommended group of qualified bidders to the procurement process. This phase of the procurement process will be to identify the bidders who are best suited to provide the services which are the subject of this procurement process.

The Ambulance Procurement Committee's recommendation will be developed based upon the Committee's evaluation of the relative quality of the bidder's submitted and responsive credentials/proposals. Each of the bidder's credential/proposals shall be evaluated by the Committee according to criteria described in Sections V.F.2. and V.F.3., herein. A ranking score will be assigned to each of the bidder's credentials/proposals based upon the cumulative scores assigned by each Committee member to that bidder. In addition to the evaluation of these submitted and responsive credentials/proposals, the Ambulance Procurement Committee may take into consideration, as a part of its evaluation and ranking of credentials/proposals, the results of an investigation (if any) by the County and EMS Agency regarding the bidder's credential representations and assurances; bidder's presentations, if requested by the Committee; and reports from any other party which may be requested by the Committee (e.g., an evaluation of the bidders' submitted vehicle maintenance program by the County's Fleet Services Division or the California Highway Patrol, or an evaluation of the bidders' proposed retirement program by County Personnel Division).

Based upon the ranking score for each bidder's credential/proposal, the Ambulance Procurement Committee will evaluate the highest ranked bid to determine, in the Committee's opinion, whether that bidder can reasonably be expected to provide effective services which meet or exceed the County and EMS Agency's minimum requirements as specified herein, and whether the bidder has the ability to adjust services as expected in the course of the Agreement. If the highest ranked bidder does not meet this qualification, the Committee should recommend to the EMS Agency that it reject all bids. If the highest ranked bidder is judged by the Ambulance Procurement Committee to meet such minimum qualifications, the Ambulance Procurement Committee will then evaluate each of the other ranked credential/proposals to determine which other bidders can reasonably be expected to meet such minimum qualifications. Through the evaluation process utilized by the Ambulance Procurement Committee, the Committee shall develop a recommendation to the EMS Agency of (1) qualified bidder(s) or (2) rejection of all bids.

Once the qualified bidders are selected, bidder's price sheets and bidder's budget information will be opened for only those bidders which have been selected as qualified bidders. The Ambulance Procurement Committee shall evaluate the proposed ALS Base Rates and budgets submitted by the qualified bidders and shall recommend a bidder to the EMS Agency or recommend that the EMS Agency reject all bids.

Bidders are cautioned that proposed user fees that appear to the County and EMS Agency to be unrealistically low and which do not appear to fully fund the level of services being proposed by the bidder may be cause for such bidder to be disqualified by the Board of Supervisors. Therefore, the County, EMS Agency, and Ambulance Procurement Committee shall evaluate the bidder's budget information submitted by bidder finalists as part of the

evaluation process of qualified bidders ALS Base Rates. Based upon such evaluation, the Ambulance Procurement Committee and the EMS Agency may recommend that a bidder be disqualified on such grounds and may disqualify such bidder.

Consistent with Fresno County Purchasing rules, the award will be made to the vendor offering the overall proposal deemed to be the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidder is not arbitrarily the vendor whose proposal will be selected.

F. Credential/Proposal Evaluation Process

Evaluation factors will be weighted through the establishment of maximum point values. Maximum point values have been established for each specific credential proposal category which is under review. The bidder's points rating will form the basis of the recommendation of qualified bidders made by the Ambulance Procurement Committee to the EMS Agency.

1. Evaluation of Response to RFP

Credentials/Proposals, except for the bidder's price sheet and bidder's budget information, will be opened by the Procurement Coordinator and submitted to the EMS Agency and County Purchasing Department staff for review. Sections of the bid proposal, except the bidder's price sheet and bidder's budget information, will be distributed to applicable County Departments for review (e.g., lease, lock box, and performance bond information to County Counsel, insurance information to Risk Management).

Credential/proposals will be evaluated on a pass/fail basis (minimum credential or proposal standards) by EMS Agency and County staff for responsiveness to the RFP. Bids judged to be responsive in this preliminary review will be forwarded to the Ambulance Procurement Committee. Bids determined to be non-responsive will be rejected and not submitted to the Ambulance Procurement Committee for review.

Bidders, whose credentials, proposal, price sheet, or bidder's budget information are non-responsive, shall be notified of that finding by fax and by registered mail, with a written explanation of the apparent deficiencies. Bidders notified that their bid is non-responsive may appeal such a ruling to the Procurement Coordinator. Appeals will only be allowed for situations where there has been a possible misinterpretation of the responsiveness of the bidder's credentials/proposal/price sheet/bidder's budget information during the County and EMS Agency's review. Incomplete or non-responsive information submitted in the bidder's credentials/proposal/price sheet/bidder's budget information will not form the basis

of an appeal and the bidder will not be allowed to submit additional information to correct noted deficiencies. However, the County and EMS Agency may waive minor defects in the credential/proposal, price sheet, and/or bidder's budget information.

Such an appeal shall be made in writing to the County Procurement Coordinator by the deadline specified by the Procurement Coordinator. The request for appeal shall include the bidder's specific objection to the bid being classified as non-responsive and the specific Section of the bidder's proposal which includes the required documentation which is at issue. The bidder may not submit additional information which was not included in the bidder's credentials/proposal/price sheet/bidder's budget information .

A ruling will be made by the County and EMS Agency prior to the first scheduled meeting of the Ambulance Procurement Committee to receive bid documents. If such a ruling can not practically be made by the County and EMS Agency prior to such Ambulance Procurement Committee meeting, based upon the complexity of the problem presented, the bidder's credentials/proposals which are the subject of an appeal may be submitted, at the County and EMS Agency's sole option and based upon the problem presented, to the Ambulance Procurement Committee pending a ruling by the County and EMS Agency. Rejection of an appeal by the bidder will result in the Ambulance Procurement Committee discontinuing its review and evaluation of the bidder's credentials/proposal.

2. Credential Review Process

The credential rating method to be employed in this procurement process shall judge and compare each prospective bidder on the various criteria specified in Table V.1., herein. These criteria are more specifically described in Section V.V.2.c., herein. Where credential documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the prospective bidder is deficient. Thus, it is in the prospective bidders' own interest to submit complete and accurate information relative to each of the credential requirements.

Credentials meeting minimum criteria in all areas shall be ranked using the method specified herein. That is, each member of the Ambulance Procurement Committee shall individually determine the best credential submission in each specific category and shall award to that bidder the maximum points shown for that category. Each other bidder's submission in that same category shall then be compared with the highest-rated bidder's credentials and awarded a lesser point total for that category consistent with the reviewer's opinion regarding the relative strengths of the competing submission. If the Committee member concludes that the credential

submission from two or more bidders are of comparable quality, the Committee member may award each of such bidder the same number of points. The sum of each individual reviewer's scores shall determine each bidder's ranking.

Credential Categories and Maximum Point Values	
Prior experience providing primary advanced life support (paramedic) level ambulance services with response time performance standards	60 points maximum
Prior experience providing primary medical dispatch and telephone triage	60 points maximum
Existing quality improvement program	50 points maximum
Existing EMS training and education programs	30 points maximum
Total	200 points maximum

Table V.1

Prospective bidders are advised that the County and EMS Agency reserve the right to continue its investigation of credential claims after contract award and throughout the term of the Agreement, and that the furnishing of false or misleadingly incomplete information during the bid process may constitute a Material Breach of the Agreement by the Contractor even if discovered after award of the Agreement.

3. Proposal Review Process

The proposal review process is designed to evaluate the bidder's compliance with the minimum standards specified herein, and to additionally evaluate the relative merits of each element of any proposal which exceeds the minimum operational requirements.

Proposals meeting minimum criteria in all areas shall be ranked using the method described herein. That is, each member of the Ambulance Procurement Committee shall individually determine the best proposal submission in each specific category specified in Table V.2., herein and shall award to that bidder the maximum points shown for that category. These criteria are more specifically described in Section V.V.2.d., herein. Each other bidders' submission in that same category shall then be compared with the highest-rated bidder's proposal and awarded a lesser point total

for that category consistent with the reviewer's opinion regarding the relative strengths of the competing submission. If the Committee member concludes that the credential submission from two or more bidders are of comparable quality, the Committee member may award each of such bidder the same number of points. The sum of each individual reviewer's scores shall determine each bidder's ranking.

Proposal Categories and Maximum Point Values	
Operational Issues (200 points maximum)	
System status management plan with proposed weekly unit hours, proposed unit hour utilization, post levels for back-up coverage of rural-based units, and type of staffing (single-tier/multi-tier).	40 points maximum
Dispatch staffing plan	20 points maximum
Proposed vehicles and vehicle maintenance program	30 points maximum
Special services: field supervisor, rescue team, disaster vehicle and disaster recall plan.	20 points maximum
Proposed Quality Improvement Plan	10 points maximum
Proposed education and public information programs	10 points maximum
Integration of Services into Local System	10 points maximum
Proposed Safety Plan	10 points maximum
Personnel Issues (100 points maximum)	
Personnel Plan - Salaries, benefits, and retirement program	50 points maximum
Plan for recruitment and hiring of incumbent workers	80 points maximum
Scheduling of personnel	20 points maximum
Total	300 points maximum

Table V.2

G. Price Sheet and Bidder's Budget Evaluation Process

Bidder's price sheets and bidder's budget information shall be separately sealed and submitted to the Procurement Coordinator at the same time as the bidder's

credential/proposal. Bidder's price sheets and bidder's budget information shall remain sealed until the Board of Supervisors takes action to select the bidder finalists, if any, and to grant any applicable Comparison Allowance(s)

Following the identification of qualified bidders, the Procurement Coordinator shall schedule a meeting of the Ambulance Procurement Committee to review and evaluate the bidder's price sheets and bidder's budget information. The Procurement Coordinator shall open the sealed price sheets and bidder's budget information, submitted by qualified bidders, at this meeting. Following the announcement of the qualified bidders ALS Base Rates, bidders and members of the public will be excused from the meeting to allow the Committee to deliberate its recommendation. The Ambulance Procurement Committee shall evaluate the ALS Base Rates submitted by qualified bidders, including the bidders budget information. The Ambulance Procurement Committee shall recommend an apparent low bidder to the EMS Agency or recommend that the EMS Agency reject all bids.

The County and EMS Agency shall either designate a successful bidder for the purposes of entering into negotiations for the Agreement, or reject all bids.

Bidders are advised that the County and EMS Agency's designation of a successful bidder to negotiate the Agreement (or rejection of the apparent low bidder and designation of any other bidder to negotiate the Agreement) shall not be a commitment or agreement by the County or the EMS Agency to award the Agreement to the successful bidder (or any other bidder designated to negotiate the Agreement). The County and EMS Agency reserves the right, at any time, to remove the designation to negotiate the Agreement.

Bidders are cautioned that proposed user fees that appear to the County and EMS Agency to be unrealistically low and which do not appear to fully fund the level of services being proposed by the bidder may be cause for such bidder to be disqualified by the Board of Supervisors. Therefore, the County, EMS Agency, and Ambulance Procurement Committee shall evaluate the bidder's budget information submitted by bidder finalists as part of the evaluation process of bidder finalist's ALS Base Rates. Based upon such evaluation, the Ambulance Procurement Committee and the EMS Agency may recommend to the Board of Supervisors that a bidder be disqualified on such grounds and the Board of Supervisors may disqualify such bidder.

Bidders are additionally cautioned that the submission of a non-responsive bidder's price sheet and/or bidder's budget information may be grounds for the County and EMS Agency to disqualify the bidder, regardless of whether the bidder's credentials/proposal are responsive to this procurement process or such bidder is designated as a bidder finalist. As with the bidder's credentials/proposal, the bidder shall ensure that the bidder's price sheet and bidder's budget information are complete and accurate.

H. Letter of Intent

Bidders must submit a non-binding letter of intent to participate in this procurement process to the Procurement Coordinator by the deadline specified in the Schedule of Events (Section V.B., herein) utilizing the form included in Attachment L, hereof. The letter of intent is mandatory for any bidder desiring to submit a proposal for this procurement process. Such letter of intent will provide information from the bidder regarding the bidder's official contact person and address.

I. Cost of Participation

All costs of participation in this procurement process shall be borne by the prospective bidder.

J. Accuracy of Information Submitted by the Bidder

Each bidder shall represent, promise, covenant and warrant, under penalty of perjury of the law, to the County and the EMS Agency that the bidder's proposal, including, but not limited to any and all of that bidder's credentials/proposals, price sheets and budget information submitted in this procurement process are true and correct in all material respects and that such credentials/proposals, price sheets and budget information do not contain any untrue statement of a material fact or omit to state a material fact necessary to make a statement therein not misleading in the light of the circumstances under which it was made. The foregoing shall be documented by bidders through the submission of the executed and notarized "Certificate of Accuracy of Information Submitted to County and EMS Agency" (Attachment M, hereof) as a part of the bidder's credential/proposal.

Prospective bidders shall submit executed and notarized "Investigative Authorization" forms for the bidder(s) whose credentials are submitted for review, and for owners, officers, and any personnel. However, if the bidder is a publicly held corporation, only the company release form and personnel release forms of managers and key personnel who would be involved in fulfillment of the Agreement or in the preparation of the proposal need be submitted. A blank copy of each required release form, which may be duplicated, is provided herein as Attachments O and P, hereof.

K. Regarding Exceptions

Bidders taking exception to this bid specification may be disqualified by the County and EMS Agency. The purpose of the draft review process and pre-bid conference is to receive suggestions from bidders for altering bid specifications *before* the submission of proposals. If a bidder has suggestions for modifying the County and EMS Agency's bid specifications, the bidder should submit its request in writing at or before the pre-bid conference to obtain a

ruling on the matter before submitting its proposal. The date and time of the pre-bid conference are described in Section V.B., herein.

L. Regarding Insurance and Performance Security Requirements

Proposals must present evidence, to the satisfaction of the County and the EMS Agency, of the ability to fully comply with the insurance, Accounts Receivable Lock Box, leasing programs, and performance security requirements as specified in Section III., herein. Proposals from bidders apparently unable to meet such requirements, in the opinion of the County and EMS Agency, may be rejected without further review.

M. Regarding Oral Presentations

An oral presentation may be requested of the bidders, at the discretion of the Ambulance Procurement Committee, the County, or the EMS Agency.

N. Sealed Credentials, Proposals, Price Sheet, and Bidder's Budget Information

One (1) original and twenty (20) copies of the bidder's credential and bidder's proposal shall be submitted by each bidder. The bidder shall additionally submit one (1) original and one (1) copy of the bidder's price sheet and one (1) original and one (1) copy of the bidder's budget information. Such documentation of pricing information and bidder's budget information shall be separately sealed and identified (Sections V.V.3. and V.V.4., herein). In addition to the aforementioned documents, the bidder shall submit its bidder's security. All such documents will become the sole property of the County of Fresno and will not be returned to bidders. All such documents shall be submitted to the Fresno County Purchasing Office according to the deadlines and terms specified herein.

O. Bidder's Security

Each bidder shall supply a bidder's security in the amount of thirty thousand dollars (\$30,000) with its credentials/proposal. Such bidder's security shall be in the form of cash, cashier's check, a performance bond issued by a bonding company meeting the requirements of Section III.D., herein, and acceptable in form and content to the County and the EMS Agency, or an irrevocable standby letter of credit in the form of Attachment P, herein, issued by a bank or other financial institution acceptable to the County and the EMS Agency and doing business in California, with a branch located in Fresno County. The bidder's security of the apparent low bidder (or such other bidders whom the Board of Supervisors designates to enter into negotiations for the Agreement) shall be retained until the Agreement has been fully executed by the apparent low bidder and the County, including providing the required proof of insurance, and executing the Accounts Receivable

Lock Box, leasing programs, and performance security as required in Section III., herein; or when the County determines that all bids have been rejected. All bidders' securities from bidders other than the apparent low bidder (or such other bidders whom the Board of Supervisors designates to enter into negotiations for the Agreement) through this procurement process will be returned promptly when the Agreement is executed, or when all bids have been rejected.

P. Withdrawal of Proposals

Once submitted, no proposal may be withdrawn for a period of one hundred and eighty (180) calendar days after the deadline for the receipt of proposals.

Q. Right to Reject All Proposals

This procurement process authorizes the Board of Supervisors to reserve the right to reject any and/or all proposals received and not award the Agreement if such action is deemed by the Board of Supervisors to be in the best interest of the County.

R. Protest

All protests must be made in writing, signed by the same individual which signed the bidder's "Affirmation Statement", and addressed to Procurement Coordinator (or such other person designated by the County Purchasing Manager) - Address: 4525 E. Hamilton Avenue, Fresno, CA. 93702 -- Office Telephone: (559) 456-7110 Fax: (559) 456-7831.

Protests shall state the specific reason(s) for protest; citing the law, rule, regulation, or procedures on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a competitor to meet the bid specification/requirements, the protester must provide specific facts and evidences to support the claim. Incomplete or non-responsive information submitted in the protesting bidder's credentials/proposal will not be grounds for consideration of a protest, and the protesting bidder will not be allowed to submit additional information to correct noted deficiencies. Protests shall be submitted by certified or registered United States mail unless delivered in person, in which case the protester should request a receipt acknowledging such delivery.

All protests concerning the evaluation, recommendation, or other aspects of the selection process, must be received by the County as promptly as possible, but not later than 2:00 p.m., local time, July 22, 1996 (Monday) or, if the designation of the apparent low bidder is not completed on July 16, 1996 according to the Schedule of Events (Section V.B., herein), by no later than five (5) County business days following the designation of the apparent low bidder. Letters of protest shall be submitted to the Procurement Coordinator.

As a separate agreement between the County, as the awarding agency, and each of the bidders, which agreement is made up of the offer by each bidder to submit its proposal in consideration of the County's promise to review and consider each such proposal, the bidders agree to bear the County's cost of any protest which that bidder may lodge with the County and the EMS Agency. Any protesting bidder shall be required to post with the County sufficient security to secure the payment of the County's costs before the County will consider any such protest or will embark upon evaluation thereof. The security required to be posted by the protesting bidder shall be a cashier's check approved by the County in the amount of ten thousand dollars (\$10,000). These funds will be used by the County to recover the cost for staff time expended and resources used to review, evaluate and reply to the protest. The County will keep an itemized list of the costs incurred in reviewing, evaluating and responding to the protest and will return the unused portion of the funds to the protesting bidder whether the protest is successful or unsuccessful.

Within a reasonable time following the County's receipt of the protesting bidder's security and the protesting bidder's written protest, the County will provide a written reply to the protesting bidder.

S. Contract Negotiations

Contract negotiations between a bidder designated to enter into negotiations, the County, and the EMS Agency will be based upon the standards of this RFP and the bidder's proposal. It is the County and EMS Agency's intent to utilize a standard Agreement which incorporates the minimum performance and contractual standards noted in the RFP. Additionally, it is the County's intent to incorporate provisions of the RFP and the bidders proposal, by reference, into the Agreement. Bidders are specifically cautioned to only offer those services in its proposal that the bidder specifically proposes to provide through the Agreement. Bidders should not participate in this process under the false assumption that minimum performance standards will be reduced, or contractual terms and conditions will be materially altered during contract negotiations.

Following selection of a bidder for such negotiations and direction to County and EMS Agency staff to enter into negotiations, such bidder shall have thirty (30) calendar days to complete negotiations and execute the Agreement. If such Agreement is not executed by such bidder within such time period, then County and EMS Agency staff will suspend negotiations and begin negotiations with the next ranked bidder. If the County and EMS Agency staff enter into negotiations with the next ranked bidder, then the previously designated bidder shall forfeit the entire bidder's security, and the County shall execute on such bidder's security. By participating in this procurement process, the bidders agree that if the County executes on a forfeited bidder's security, the County is not required to prove actual costs, expenses, damages, or liability to the County due to a bidder's failure to enter

into the Agreement. The provisions of this Section V.S. shall apply to any bidder with whom the County conducts negotiations for the execution of the Agreement.

T. Official Contacts Only

Bidders are advised that all correspondence regarding this procurement process shall be made in writing to the Procurement Coordinator, (or such other person designated by the County Purchasing Manager), at 4525 E. Hamilton Avenue, Fresno, CA. 93702 -- Office Telephone: (559) 456-7110 - Fax: (559) 456-7831. Answers to questions raised by any bidder shall be sent in written form to every bidder. Any notice provided by the Procurement Coordinator to prospective bidders may be made by U.S. mail, overnight courier, or by facsimile transmission.

During this procurement process, bidders shall not contact any member of the Ambulance Procurement Committee, any member of the Board of Supervisors, any Fresno County employee or any employee of the EMS Agency regarding this procurement process, except by way of the official communications channels provided for herein, and any such unauthorized communications may be grounds for disqualifying that bidder from this procurement process. The Procurement Coordinator will notify bidders of the specific time periods during this procurement process when the bidders may have direct contact with members of the Board of Supervisors. Any information obtained by bidders from any source other than written communication from the Procurement Coordinator shall be considered unofficial and may not be relied upon.

U. Public Access to Submitted Materials

In order to preserve the integrity and fairness of this procurement process, the EMS Agency and the County desire that no bidders gain an unfair advantage over other bidders by obtaining access to their competitors' credentials/proposals, price sheets, or budget information submitted in this procurement process (a "Bidder's Records, or collectively the "Bidders' Records") before such records are reviewed and evaluated and made available by the EMS Agency to the Board of Supervisors with the recommendation of the EMS Agency. Therefore, with regard to requests by members of the public, including bidders, for a access to Bidders' Records in the possession of the EMS Agency while the EMS Agency and the Ambulance Procurement Committee are reviewing and evaluating Bidder's Records, the County and the EMS Agency will not allow any member of the public, including bidders, access to Bidders' Records until after those records are either released by the EMS Agency to the Board of Supervisors or made available to all bidders by the EMS Agency (Public Records Act; California Government Code, § 6255).

V. Proposal Format and Description of Contents

To facilitate the work of the Ambulance Procurement Committee and to provide reasonable assurance of fair competition, all proposals shall utilize the following format. Proposals utilizing an unapproved format may be disqualified by the County and EMS Agency. Each proposal shall employ the "Required Table of Contents", and the numbering conventions as specified in the following Section.

All proposals shall be typewritten, using a font of Times Roman, Arial, or Courier - 12 point, or equivalent and shall be either single spaced or one-and-one-half spaced. Proposals shall be on white, or off-white paper. All proposals shall be bound. The use of three ring binders is acceptable.

One (1) original and twenty (20) copies of the bidder's credential documentation and bidder's proposal shall be submitted by each bidder.

1. Required Table of Contents

Each proposal shall be structured to incorporate a table of contents. The table of contents shall outline the proposal content, consistent with the requirements of this Section.

2. Required Content of Credential/Proposal

Required content/information will be provided according to the requirement of this Section. Any information which does not fit logically into one of these labeled Sections shall be appended to the proposal. All proposals shall include page numbers and have major Sections tabbed. Bidders shall limit the length of proposal Sections and subSections to the lengths noted below. Any bid which exceeds the maximum length may be subject to the Procurement Coordinator, or his designee, upon the recommendation of the EMS Agency, removal of the excess page(s) from the credentials/proposal prior to distribution and evaluation.

The required proposal content is as follows:

a. Required Documents

- (1) Proposal Identification Page (refer to Attachment Q, hereof).
- (2) Affirmation of General/Operation Contract Provisions (refer to Attachment R, hereof).

The operational requirements of this procurement process require a commitment from the bidder to comply with such operational requirements. This will be documented in the bidder's proposal

through the inclusion of the “Affirmation of General/Operational Contract Provisions” form for Agreement provisions (Attachment R, hereof).

- (3) Certificate of Accuracy of Statements Made in Bidders’ Credentials/Proposals, Price Sheets, or Budget Information Submitted to County and EMS Agency (refer to Attachment M, hereof).
- (4) Investigative Authorization - Company (refer to Attachment N, hereof).
- (5) Investigative Authorization - Individual (refer to Attachment O, hereof).
 - (a) Owner
 - (b) General Manager (or equivalent)
 - (c) Operations Manager
 - (d) Dispatch Manager
 - (e) Quality Improvement Coordinator

b. Executive Summary

This Section of the proposal should declaratively identify the bidder and provide a summary of the bidder’s capabilities and proposal to provide dispatch and ALS emergency ambulance services. This Section shall not exceed three (3) pages.

c. Credentials, Qualifications, and Prior Experience for Evaluation

The purpose of the credential Section is to provide an opportunity for the bidder to submit information on its organization, management, and operational experience. Prospective bidders shall furnish complete information, with supporting documentation to demonstrate existing capability to furnish service that is substantially similar in quality and quantity to that required under this procurement process. Specifically, credential submissions shall address the prospective bidder’s existing practices and experience relative to each of the aspects of service listed

herein. In addition to bidder's documentation, the bidder may include, for each of the five (5) credential Sections, no more than five (5) testimonial letters of endorsement specifically related to the bidder's performance described in that Section. All such endorsements must:

- Be signed and dated by the author;
- Fully disclose any direct or indirect business or financial relationship between the author and the bidder;
- Describe the extent to which the author is familiar with the bidder and its work; and,
- Include the author's certification that he or she has read the specific Section of bidder's credential submission to which the endorsement is related.

In order to be able to submit a proposal for consideration, the bidder must comply with the requirements outlined below:

- (1) Prior Experience as the Principle Provider of Advanced Life Support (Paramedic) Emergency Ambulance Services
 - (a) Minimum Requirement: The bidder shall describe its history and experience in providing emergency ambulance services under external response performance criteria and in a moderate to large size EMS System.

Specifically, the bidder shall only include experience information for services by the bidder in a system where the bidder's services meet *all* of the following criteria:

- The bidder is the principle provider of emergency ambulance services to emergency calls for assistance, such as from 9-1-1, for a local EMS System with governmental oversight.
- The bidder provides advanced life support (paramedic) services within such system.
- The bidder staffs a minimum of 2,800 unit hours a week for such ALS primary emergency services (on

average over the last two (2) years).

- The bidder is subject to response time standards (fractile 8:00 minute or 10:00 minute standard) established through the applicable local government and which are externally reviewed for compliance.
- The bidder shall have a performed under such system for a minimum of twenty-four (24) consecutive months and can document its response time compliance.

The bidder shall document each *local EMS system* where it is the principle provider of advanced life support (paramedic) emergency ambulance services under such performance parameters. Services provided to a series of small systems (which separately do not meet the aforementioned minimum criteria) in the same area can only be used for such documentation if the performance requirements for all of these areas combined are the same and where the Contractor manages such services as a single operation.

The bidder shall document the following information for each applicable local EMS system:

- i) The location of the local EMS system, population, and the bidder's annual emergency call volume (responses and transports) within that system.
- ii) Documentation of the bidder's status as the principle provider of emergency ambulance services to emergency calls for assistance, such as from 9-1-1.
- iii) Documentation that the bidder provides advanced life support (paramedic) services.
- iv) Documentation of the bidder's average weekly unit hours produced for emergency services within such system over the past two (2) years

(2004 and 2005).

- v) The bidder shall document the specific response time standard (fractile 8 minute or 10 minute standard), the mechanism used for establishing such standard (e.g., local policy manual, ordinance code, contract), the agency of government establishing the standard, and an overview of the procedures for external review for compliance.
 - vi) The bidder shall document its monthly performance under such system for a minimum of twenty-four (24) consecutive months.
 - vii) The bidder shall provide the contact name and telephone number for the organization responsible for external oversight.
 - (b) Documentation of each system is limited to three (3) pages.
- (2) Prior Experience Providing Primary Medical Dispatch and Telephone Triage
- (a) Minimum Requirement: The bidder shall document its experience in the operation of a dispatch/communications facility providing emergency ambulance dispatch and communications services. Such description shall include, as applicable, experience with primary and secondary Public Safety Answering Point (PSAP) operation, computer assisted dispatch (CAD), and coordination with public safety and first responder agencies. The bidder shall only document such experience where the bidder provides primary medical dispatch and telephone triage with medically trained dispatchers. Primary medical dispatch is when the medical dispatcher directly communicates with the caller and categorizes the severity of the caller's problem utilizing call prioritization protocols.

The bidder shall document the following information for

each applicable dispatch center:

- i) The location of the system, population, and the bidder's annual emergency call volume (emergency dispatches) by the dispatch center.
 - ii) Documentation of the bidder's provision of primary medical dispatch services. The bidder shall document the provision of call prioritization and telephone medical pre-arrival instructions.
 - iii) Documentation of the level of training of the bidder's dispatch personnel.
 - iv) Documentation of the bidder's average daily hours of medical dispatcher staffing.
 - v) An overview of the procedures for the quality review dispatch performance.
 - vi) Description of the dispatch center's linkage with first responder dispatch centers.
 - vii) The bidder shall provide the contact name and telephone number for the organization responsible for EMS System oversight in the area that such dispatch center is located.
- (b) Documentation of each site where the bidder provides primary medical dispatch is limited to three (3) pages.
- (3) Existing Quality Improvement Program
- (a) Minimum Requirement: The bidder must describe, in detail, its current in-house quality improvement (QI) program for emergency medical services operations. Current internal and external quality assurance monitoring and quality improvement procedures should be described, with linkages between the evaluation process and the in-service training program defined. The bidder is encouraged, without breaching confidentiality, to provide general examples of problems found and corrected. That

is, such description shall describe and document the process whereby clinical problems are identified and routinely corrected. Such description shall additionally provide information regarding bidder's management of patient's rights, QI in-service training program, review of incident reports, interaction with government and EMS Agency officials, QI committee, observation and evaluation of personnel.

The bidder shall document the following information for its in-house quality improvement program:

- i) The bidder shall describe current internal and external quality assurance monitoring and quality improvement procedures, including linkages with the local system medical director, if applicable.
- ii) The bidder shall define linkages between the evaluation process and the in-service training program. The bidder is encouraged, without breaching confidentiality, to provide general examples of problems found and corrected.
- iii) The bidder shall briefly summarize the process whereby clinical, dispatch, and operational problems are identified and routinely corrected.
- iv) The bidder shall summarize mechanisms for guarding patient's rights and confidentiality of medical records.
- v) The bidder shall describe any applicable QI committees.
- vi) The bidder shall describe mechanisms for the evaluation of personnel's performance.
- vii) The bidder shall provide the contact name and telephone number for the organization responsible for EMS System oversight in the area that the bidder has implemented such quality improvement program.

- (b) Documentation of the quality improvement program is limited to six (6) pages.
- (5) Existing EMS Training and Education Programs
 - (a) **Minimum Requirement:** Provide a description of the bidder's current in-house or subcontracted in-service training and education programs. Under this procurement process, the County and EMS Agency will rely upon the Contractor for on-going clinical leadership and participation in the EMS system's integrated in-service program. The bidder may only document those in-service training programs furnished by the bidder, or furnished by another organization which is the bidder's sub-contractor and over whose program the bidder exercises significant control.

The bidder shall document the following information for its EMS training and education program:

- i) An overview of the bidder's internal training and education program for in-service and remedial education of its personnel, including training on local system standards and procedures.
- ii) An overview of the bidder's training and education program or assistance with other programs for the primary training of EMS personnel, including, but not limited to, first responders, EMT-I, paramedics, Mobile Intensive Care Nurses (MICNs), and dispatchers.
- iii) An overview of the bidder's training and education program or assistance with other programs for the continuing education for EMS personnel, including, but not limited to, first responders, EMT-I, paramedics, Mobile Intensive Care Nurses (MICNs), and dispatchers.
- iv) An overview of the bidder's training and education program where such programs are

integrated with first responder agencies.

- v) An overview of the bidder's community training and education program for public CPR and first-aid training.
- vi) The bidder shall provide the contact name and telephone number for the organization responsible for EMS System oversight in the area that the bidder has implemented such training and education programs.

- (b) Documentation of existing training and education programs is limited to five (5) pages.

d. Proposal Provisions for Evaluation

(1) Operational Issues:

(a) System Status Management Plan

The bidder shall provide its system status management plan for its first three (3) months of operation under the Agreement. This initial system status management plan shall specify the following information:

- i) The bidder shall describe its staffing types (all ALS units or mixed ALS and BLS units) under its initial system status management plan.
- ii) The bidder shall provide a map with the general location of ambulance posts under the bidder's system status management plan, including the required rural-based units. Documentation of post locations shall describe if the proposed post location will be an indoor or outdoor post (e.g., a building vs. a street corner). It is recognized that such locations will be general in nature, until the contract award so that the successful bidder may negotiate lease arrangements for such posts.
- iii) The bidder shall provide the post priorities (the

priority of moving units to cover a particular post or station - for example, if only one ambulance is available in the EOA, specify where it would be located) for its metro-area system status management plan.

- iv) The bidder shall provide a weekly system status management plan which specifies the number of ALS unit deployed during each hour of the day for each day of the week.
- v) The bidder shall provide its estimated demand and unit hour utilization for both requests and transports.
- vi) If the bidder proposes to utilize BLS units for scheduled transports, such units will be separately identified in the bidder's system status management plan.
- vii) The bidder shall identify the priorities under its system staffing management plan for providing back-up coverage of the rural-based units specified by this procurement process. Specifically, the bidder shall identify the level at which such rural-based units will receive back-up coverage and the priority of such back-up (e.g., if all rural-based units lack coverage, which units would be provided coverage initially).

Documentation of the bidder's system status management plan will be limited to not more than ten (10) pages.

(b) **Dispatch Staffing Plan**

The bidder shall provide a plan for staffing the EMS Communications Center including the number of dispatchers and dispatch supervisors on duty for each hour of the day. If the bidder proposes to vary staffing by day-of-the week, the bidder shall provide a schedule for each day of the week.

Documentation of such staffing information is limited to two (2) pages.

(c) **Proposed Vehicles and Vehicle Maintenance Program**

The bidder shall describe its proposed fleet size of vehicles and its fleet management procedures related to replacement of vehicles. The bidder shall additionally document its proposed vehicle maintenance program which is designed and conducted to achieve the high standards of reliability. Specifically, the bidder shall provide:

i) **Proposed Vehicles, Fleet Management, and Replacement Schedule**

The bidder shall identify the type of vehicles proposed for utilization, including specifications developed specifically to improve reliability, and any fleet-wide modifications to be made to new vehicles prior to placing them in service. The bidder may include, as an attachment to the proposal, information on the specific vehicle type, manufacturer, and vehicle floor plan.

The bidder shall identify the number of vehicles proposed for operations under the Agreement. If the bidder proposes to utilize a mix of ALS and BLS units and a separate vehicle fleet, this information will be clearly identified in this Section.

The bidder shall document its standards for vehicle replacement.

Documentation of the bidders' proposed vehicles, fleet management, and vehicle replacement standards shall be limited to not more than two (2) pages.

ii) **Maintenance Personnel Qualifications**

The bidder shall submit the qualifications of

maintenance personnel to be utilized, including maintenance program managers. Documentation of such qualifications shall be limited to not more than three (3) pages.

iii) Proposed Maintenance Practices

The bidder shall describe its proposed maintenance practices, including schedules for preventative maintenance, evaluation of equipment, and standards for the replacement of major systems, such as engines, transmissions, and the like. Documentation of such practices shall be limited to not more than five (5) pages.

iv) Proposed Maintenance Record Keeping

The bidder shall describe its proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses. Documentation of such record keeping system shall be limited to not more than five (5) pages.

v) Historical Performance

The bidder shall document if it is currently utilizing such a proposed vehicle maintenance program. If it is not, the bidder shall explain its reasons for proposing such a new program. In addition, bidders shall document current rates of vehicle failure enroute, at scene, or with patient on board (e.g., frequency of such failures per 100 emergency runs). Documentation of such historical performance is limited to not more than two (2) pages.

(d) Special Services

The bidder shall document its proposed operations of the

following special services required under the Agreement.

i) Field Supervisor

The bidder shall document its plan for providing the required field supervisor. This shall include scheduling, proposed role and responsibility, and vehicle/equipment. Documentation of such plan is limited to a maximum of two (2) pages.

ii) Advanced Life Support (Paramedic) Technical Rescue Team

The bidder shall document its plan for its proposed advanced life support (paramedic) technical rescue team. This plan shall include the following:

- a) The bidder shall describe its rescue team staffing plan, including the number of personnel on-duty (including any daily or hourly variances in minimum staffing), the method of staffing (e.g., specialized unit, specialized ambulance, standard ambulance with a separate rescue vehicle), and the level of medical training of team members (e.g., all paramedic or a mix of paramedics and EMT-Is). If the plan will utilize an on-call system for the recall of additional rescue personnel, such mechanism shall be described. *Note: The use of EMT-I team members should allow for the use of the paramedic in the rescue for patient care, and not limit the role of the paramedic to supervision of rescue operations with the EMT-I performing the rescue operation.*
- b) The bidder shall have established agility standards for team selection and continued membership.

- c) The bidder shall document its mechanism for training of personnel to minimum levels and minimum standards for on-going training.
- d) The bidder shall provide a summary of its equipment and vehicle standards for the rescue team. A detailed equipment list shall be included as an attachment to the proposal.

Documentation of such rescue team plan is limited to a maximum of three (3) pages.

iii) Proposed Disaster Vehicle

The bidder shall document its plan for providing the required disaster vehicle. This shall include the type of vehicle proposed and the bidder's mechanism for providing an individual to drive such vehicle. Documentation of such plan is limited to not more than two (2) pages.

iv) Proposed Internal Disaster Recall Procedures

The bidder shall document its proposed mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or a locally declared disaster situations. This plan shall include the ability of the bidder to page and alert off-duty personnel. Documentation of such procedures is limited to not more than three (3) pages.

(e) Proposed Quality Improvement Program

The bidder shall describe, in detail, its proposed in-house quality improvement program. Such documentation shall, at a minimum, describe the elements set forth below:

- i) A summary of the bidder's procedures to guard patient's rights and confidentiality of medical

records.

- ii) A description of the bidder's proposed internal Quality Improvement program. This program shall include, at a minimum, procedures to address the following elements:
 - a) Review of all incident reports and cooperation with government and EMS Agency officials to generate data on system performance;
 - b) A Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel with the goal being identification and resolution of EMS system and intra-agency issues;
 - c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency's EMS Coordinator for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;
 - d) Observation and evaluation of EMT's and paramedics in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency. Such evaluations must be consistent with EMS Agency Policies and Procedures; and
 - e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply

with EMS Agency Policies and Procedures, and EMS Agency memorandum.

- iii) A description of the bidder's proposed internal Quality Improvement program for its dispatch operations, which shall, at a minimum, include procedures to address the following elements:
 - a) A mechanism for the identification and resolution of problems or potential problems related to dispatch and communications;
 - b) A dispatch QI committee that meets regularly to consider the following issues: receipt of call; compliance with prescribed call triage protocols; the effectiveness of dispatch procedures; unit coverage and unit utilization; system status management plan including posting locations; and field/dispatch rapport.
 - c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency's EMS Communication Supervisor and EMS Coordinator for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;
 - d) Observation and evaluation of dispatchers, including compliance with prescribed call triage protocols, the effectiveness of dispatch procedures, unit coverage and unit utilization, system status management plan including posting locations. Such evaluations must be consistent with EMS Agency Policies and Procedures; and

- e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.
- iv) A description of the Contractor's proposed internal Quality Improvement (QI) program for its overall business operations, which shall, at a minimum, include the following elements:
 - a) Formation and maintenance of employee-based quality oversight team(s) whose function is to provide input to the Contractor on aspects of the Contractor's local operations;
 - b) Encourage all personnel to participate in the Quality Improvement (QI) program; and
 - c) The Contractor may have separate issue-specific QI committees, or if appropriate, a single committee with company-wide representation.
- v) A description of the bidder's proposed procedures to provide prompt response and follow-up to inquiries and complaints.

Documentation of such procedures is limited to not more than twelve (12) pages.
- (f) Proposed Education and Public Information Programs

The bidder shall describe, in detail, its proposed in-house

education and public information program. The bidder shall document its program in each of the following areas:

- i) In-House Education Programs
 - a) Driver Training (include the bidder's course outline as an attachment to the proposal)
 - b) Extrication Training
 - c) Rescue Orientation
 - d) ICS/SEMS/NIMS Training
- ii) System education
 - a) ACLS Course
 - b) EMS Continuing Education
 - c) EMT-I Training
 - d) Paramedic Assist Training
 - e) Assisting Local EMS Primary Training Programs
- iii) Community education
 - a) CPR Training
 - b) Public Information

Documentation of such education and public information program is limited to not more than six (6) pages.

- (g) Integration of Services into Local System

The bidder shall describe its proposal for integration of its services with the services of other EMS System participants (including first responder agencies, law

enforcement agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies). Where such integration will include the bidder sub-contracting services, the bidder shall include specific information on sub-contracted services and, as an attachment to the proposal, credential information of the sub-contractor and the proposed sub-contract.

The bidder's proposal shall take the form of one of the following forms of integration:

- i) The bidder shall describe its integration of the bidder's services with other organizations for the provision of services which are the specific subject of this procurement process, including sub-contracted services. Such proposal may not propose alternate services to those which are minimum requirements of this procurement process.
- ii) The bidder shall describe its integration of the bidder's services with other organizations for the provision of services which are outside the scope of this procurement process, including integrated services with rural-based ambulance provider agencies, first responder agencies, hospitals, and health systems.

Documentation of the bidder's proposals for integrated services shall be limited to not more than three (3) pages. In addition, all proposals for integration shall be supported by letters of endorsement from the other party(ies) who are proposed to be involved in such integrated services. All such endorsements must:

- a) Be signed and dated by the author;
- b) Fully disclose any direct or indirect business or financial relationship between the author and the bidder;

- c) Describe the extent to which the author is familiar with the bidder and its work; and,
- d) Include the author's certification that he or she has read the specific Section of bidder's credential submission to which the endorsement is related.

(h) Proposed Safety Program

The bidder shall describe, in detail, its proposed safety program. Documentation of such procedures is limited to not more than two (2) pages.

(2) Personnel Issues:

(a) Personnel Plan

The bidder shall document its proposed personnel plan with regard to compensation and benefits and proposed retirement program.

i) Proposed Compensation and Fringe Benefits

The bidder shall document the following for its dispatchers, field personnel, and any other locally assigned personnel:

- a) specific proposed wage or salary package;
- b) step increases and the criteria for such increases; and
- c) benefits, including medical coverage, vacation and sick leave, uniform issuance/allowance, and educational benefits. Such information shall document any requirements for personnel to contribute toward benefits for

personnel and/or dependents.

ii) Retirement Program

The bidder shall document its proposed retirement program for the bidder's dispatchers, field personnel, and any other locally assigned personnel. The bidder shall describe the form of the retirement program (e.g., "401K" and the like) and the basis for employee and Contractor contributions. This program shall be designed and structured such that, should the County terminate the Agreement, or replace the Contractor in the future, each employees' accrued benefits, vested or not, will remain transferable with the employee (i.e., portable with that employee) regardless of whether that employee remains in the retirement program established by the Contractor or transfers to another of the outgoing Contractor's operations outside the County.

iii) New Employee Recruitment, Screening, and Orientation Program

The bidder shall describe its comprehensive program of initial and ongoing personnel recruitment, screening, and orientation. Such documentation shall be the basis for the hiring of personnel for this local operation if the bidder is selected as the successful.

Documentation of such personnel plan is limited to a maximum of five (5) pages.

(i) Plan for Recruitment and Hiring of Incumbent Workers

i) Treatment of Incumbent Workers

The bidder shall provide a description of its plan for employment opportunities for the incumbent work force. Such plan shall specify the bidders' criteria, if any, for recognizing the length of

service of incumbent workers hired for field and dispatch services under the Agreement which will be utilized by the bidders to establish the starting compensation level and seniority level for such workers.

ii) Retirement Program for Incumbent Workers

The bidder shall document its plan, to the extent allowed by law and regulations, to implement methods which allow the transferal of the accrued benefits of the incumbent work force who may become employed with the bidder for use in the Fresno County system as a result of this procurement process.

Documentation of such plan is limited to not more than three (3) pages.

(j) Scheduling of Personnel

The bidder shall describe its proposed plan for scheduling for field and dispatch personnel including shift types and staffing levels. Specifically, the bidder shall include the following information:

- i) The bidder shall describe the shift lengths (log-on to log-off) which the bidder will utilize under its initial system status management plan for metro-based units, and rural-based units. If the bidder proposes to utilize BLS units staffed for non-emergency medical transportation, the bidder shall describe shift lengths for these units.
- ii) Bidder shall describe the number of working hours per week that full time field personnel are expected to work.
- iii) If the bidder proposes to limit shift lengths for metro-based units to twelve (12) hours or less, the bidder shall describe its internal procedures which will limit the ability of the bidder's personnel to

work “back-to-back” shifts.

- iv) The bidder shall describe the shift lengths (log-on to log-off) which the bidder will utilize to staff the EMS Communications Center.
- v) Bidder shall describe the number of working hours per week that full time dispatch personnel are expected to work.

Documentation of such personnel scheduling is limited to three (3) pages.

e. Required Documentation

In addition to the credential and proposal information utilized by the Ambulance Procurement Committee for bidder evaluation, the bidder shall submit the following required information:

(1) Key Management Personnel

The bidder shall furnish credentials, including work histories with the bidder, of managers and key personnel who would oversee start-up and initial on-site operations, should the bidder be awarded the Agreement. *Do not* include credentials of persons not already on your payroll. Documentation of the qualifications of such personnel shall be limited to not more than three (3) pages.

(2) Accounts Receivable Lock Box Account Proposal

The bidder shall include its proposal for the establishment of an Accounts Receivable Lock Box Account, in accordance with Section III.B., herein. The bidder’s proposal for such account shall be limited to not more than three (3) pages. The bidder’s proposed Accounts Receivable Lock Box Account agreement shall be included as an attachment to the proposal. The bidder shall include a letter of support for the bidder’s proposal from the applicable financial institution.

(3) Equipment Procurement and Replacement Program

The bidder shall submit a proposed equipment procurement plan

which addresses the initial procurement of vehicles and durable medical and communications equipment (items which qualify for equipment leasing programs). This shall include the bidder's start-up schedule for vehicle and equipment procurement for the initiation of the Agreement.

The bidder shall additionally submit an equipment replacement program for such equipment (excluding vehicles) required to be under leasing programs (excluding the EMS Communications Center building and the EMS Computer Assisted Dispatch System) regarding the anticipated safe useful life of such items, by category or type.

There is no limitation on the length of the bidder's submitted equipment procurement and replacement plan. However, if such documentation is lengthy, the bidder should include a summary, with an attached detailed report.

(4) Proposed Leasing Program(s)

The bidder shall provide its proposal for financing equipment for the initiation of the Agreement. Such proposal shall minimally address the following:

- (a) The bidder's qualification to assume the obligations as the sublessee under the current *three-way* building lease program (master real property lease, and sublease and cost reimbursement agreement), which shall be supported in writing by the lessor of the *three-way* building lease; or the bidder shall submit its proposal for replacement financing. If the bidder elects to provide replacement financing, such financing shall be for a term which does not exceed the current lease term and shall not include balloon payments.
- (b) The bidder shall submit its proposal for equipment (including vehicles) leasing. The bidder shall, subject to the requirements of Section III.C., herein, define its plan for three-way and/or direct leasing of equipment. In the case of three-way leases, such lease shall not exceed the term of the Agreement (five (5) years) and shall not include balloon payments.

Three-way lease proposals shall include written support for the bidder's leasing proposal from the proposed leasing entity. Proposals for direct leasing shall provide evidence that such equipment will be acquired without financing, or is purchased through a loan which is not secured by such equipment. In either such case, acquired equipment must be free from any and all liens, encumbrances, and security interests.

(5) Performance Security Documentation

The bidder shall provide documentation, from the bank or bonding company, where applicable, of the bidder's ability to provide the required performance security as specified in Section III.D., herein.

(6) Insurance Documentation

The bidder shall provide documentation, from an applicable insurance company, of the bidder's ability to provide all required insurance coverage.

(7) Defined Legal Entity

The bidder must be a single legal entity. The bidder shall provide appropriate documentation, in a form acceptable to the County, of its legal status.

Note: The bidder's organization may be formed as a partnership of other legal entities, or as a corporation in which other legal entities are shareholders. If bidder relies on the prior experience or unit hour production of a partner or shareholder for the purpose of meeting any requirement of this procurement process, then each partner or shareholder must individually guarantee that all of the Agreement requirements will be met and be jointly and severally liable for any breach of contract, tort or violation of any federal, state, or local law or regulation thereunder; and shall submit written documentation that describes the precise nature of the legal relationship of the partners or shareholders, including an opinion letter from legal counsel, admitted to the California State Bar, confirming the legal validity and enforceability of the

agreement; and all partners or shareholders owning twenty-five percent (25%) or more of the bidder's organization must individually meet the experience and unit hour production standards of this Section.

3. Bidder's Price Sheet

The bidder's price sheet (original and one (1) copy) shall be submitted in a sealed, 8 ½ inch by 11 inch Manilla envelope separate from all other documents submitted by the bidder. The bidder shall mark the outside of the envelope with "Bidder's Price Sheet - Request for Proposal #_____" and the name of the bidder. The bidder's proposed ALS Base Rate shall be submitted utilizing the Price Sheet in Attachment S, hereof .

4. Bidder's Budget Information

The bidder's budget information (original and one (1) copy) shall be submitted in a sealed, 8 ½ inch by 11 inch Manilla envelope separate from all other documents submitted by the bidder. The bidder shall mark the outside of the envelope with "Bidder's Budget Information -Request for Proposal #_____" and the name of the bidder. The bidder's budget information shall include all of the following:

a. Projected Charges for Services

The bidder shall document its projected ratio of charges for each type of charge. Specifically, the bidder shall describe its projected number of charges (units, not dollars) for each type of fee-for-service charge authorized under Section III.A.1., herein. The bidder shall additionally document the projected ratio of such charges by payor category. Such information shall be submitted on the form in Attachment T, hereof.

b. Projected Collection Rates

The bidder shall document its ratio of projected charges for ambulance services to projected collections (annual charges (\$) vs. annual collections (\$)). The bidder shall include any projected revenue for services within the EOA from capitated contracts. Bidder shall document its projected ratio of revenue by payor category. Such information shall be submitted on the form in Attachment U, hereof.

c. Projected Budget

The bidder shall provide complete information on costs of its proposed service. The bidder shall document its proposed budget on the form in Attachment V, hereof. Such information shall include the bidder's ambulance system operational budgets for the first five (5) years of operation. If projected revenue, as described in Section V.V.4.b., herein, from ambulance services does not cover the cost of operations, the bidder shall document its projected source of revenue to offset such loss and shall detail the bidder's projected time frame to recoup losses.

(1) Complete Information on Costs of the Bidder's Proposed Services

"Complete Identification of Costs" shall mean all costs attributable to the provision of service which includes, but is not limited to the following:

- (a) Costs for all equipment, supplies, and other capital expenditures necessary to provide the service during the term of the contract, including cost of financing (for public entities this may include costs of levy or bond elections, bond counsel, underwriter's discount, and the like).
- (b) Costs for implementing any new systems necessary to provide service, including new computer software and training, billing systems and costs, and the like.
- (c) Maintenance costs for posts/stations, vehicles, equipment, including janitorial and other costs.
- (d) All insurance costs, including liability and workers' compensation.
- (e) All personnel costs, including wages, fringe benefits, taxes, training, overtime, and the like.
- (f) All costs of operation, including water, sewer, garbage, electricity, gasoline, consumable supplies.
- (g) All indirect costs including services provided by other departments (if public body) or entities such as costs for accounting, computer processing time, purchasing, human resources, and other administrative and overhead

expenses.

(2) Accounting for Multi-Use Personnel and Equipment

Indirect overhead and administrative costs shall be determined by allocating to the bidder a percentage of the overhead charge. For example, if a corporation uses its finance or accounting services to serve multiple franchises or operations, a portion of that service might be allocated to the Agreement based upon the invoices for the Agreement compared to the total invoices for the corporation. Similarly, if a fire department uses a local government's finance or accounting services, a portion of that service might be allocated to the fire department based on the dollars spent by the fire department compared to the total dollars spent by the local government. There might be several reasonable reasons for the allocation of costs, but all shared costs must be allocated on a reasonable basis, and the basis must be identified.

Costs of multi-use equipment allocable to ambulance services in the EOA shall be based on the number of EMS uses in the EOA compared to total uses.

Costs of multi-use personnel allocable to ambulance service in the EOA shall be based on the number of EMS responses in the EOA compared to total number of responses by the bidder for which the personnel are responsible. Cost for such personnel shall be included based upon the percentage of medical responses relative to overall responses. For example, if medical responses account for seventy-five percent (75%) of the total responses for multi-use personnel assigned to the ambulance, seventy-five percent (75%) of their salary and benefits shall be assigned to the ambulance budget.

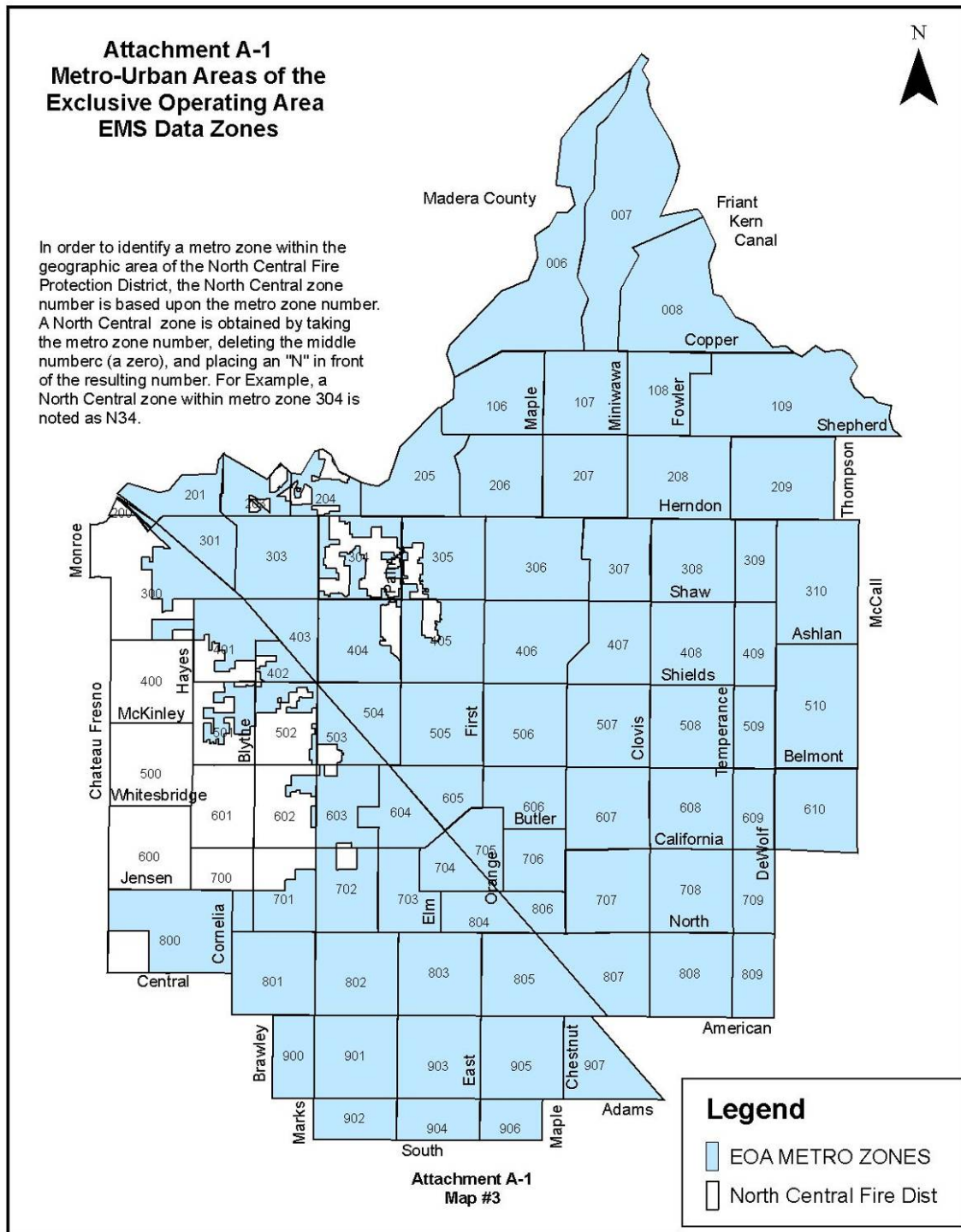
5. Bidder's Security Documentation

The bidder's security shall be submitted in a sealed, 8 1/2 inch by 11 inch Manilla envelope separate from all other documents submitted by the bidder. The bidder shall mark the outside of the envelope with "Bidder's Security -Request for Proposal #_____ " and the name of the bidder. Such bidder's security shall be in a form and content as required in Section V.O., herein.

[End of RFP - Please refer to Attachments]

Attachment A-1

Exclusive Operating Area - Map



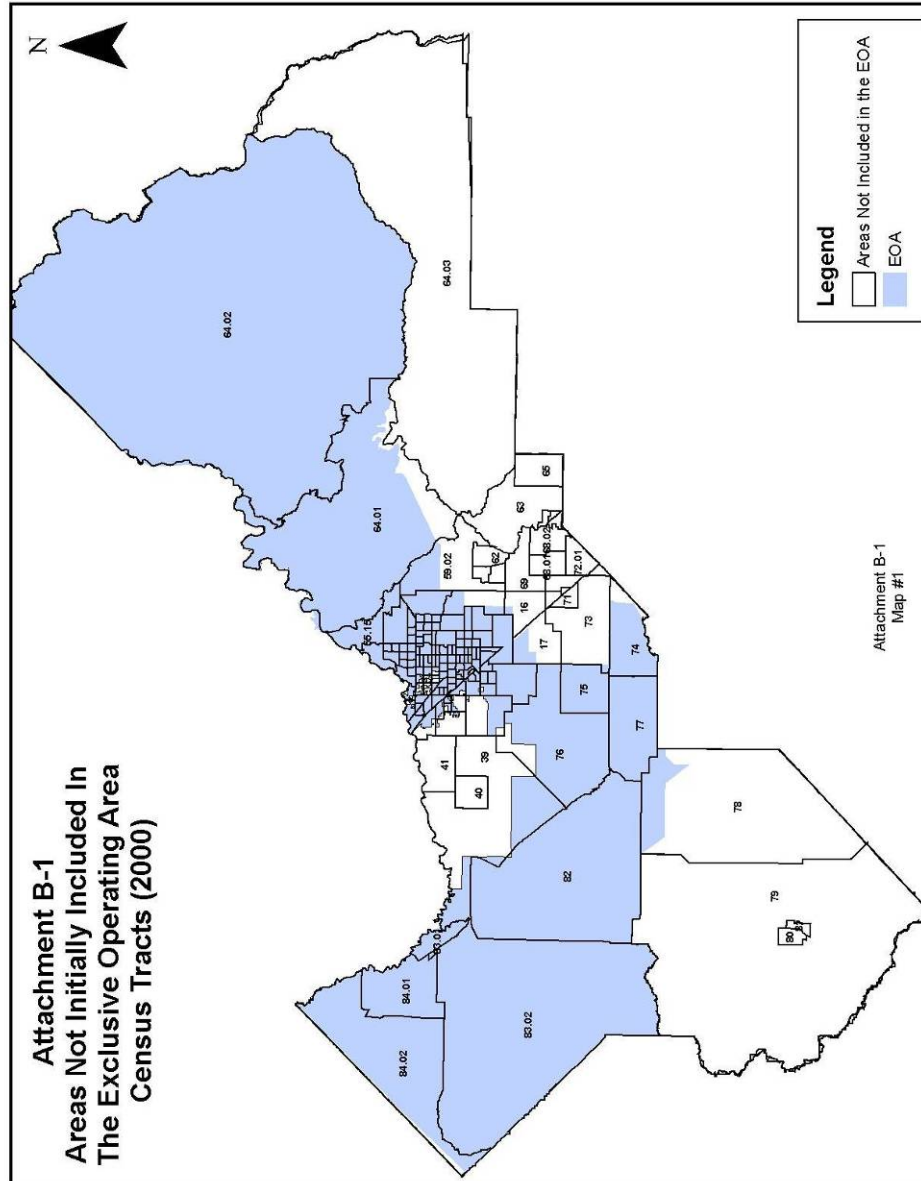
Attachment A-2

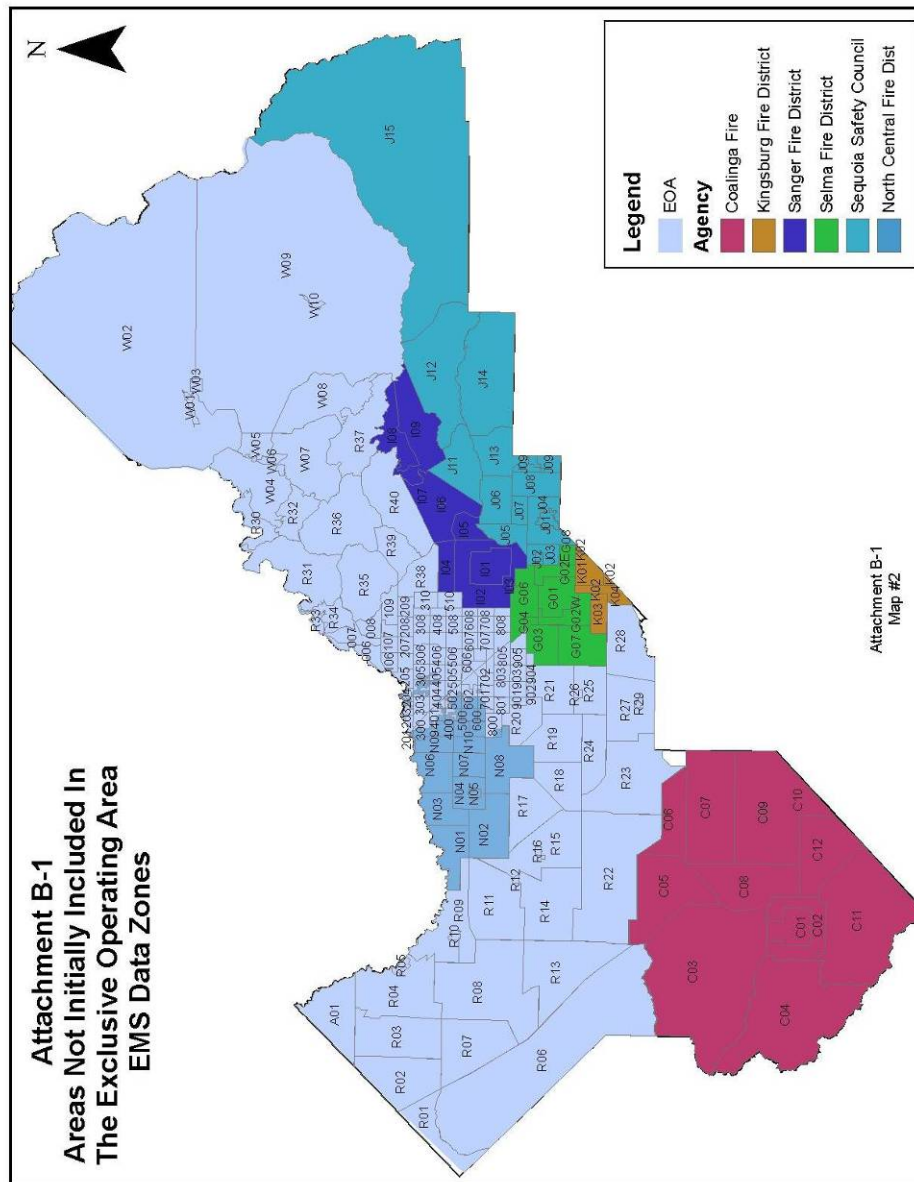
Exclusive Operating Area - Description

([Click here](#) to access attachment.)

Attachment B-1

Areas of Fresno County not initially included in the Exclusive Operating Area - Map





Attachment B-2

Areas of Fresno County not initially included in
the Exclusive Operating Area - Description

([Click here](#) to access attachment.)

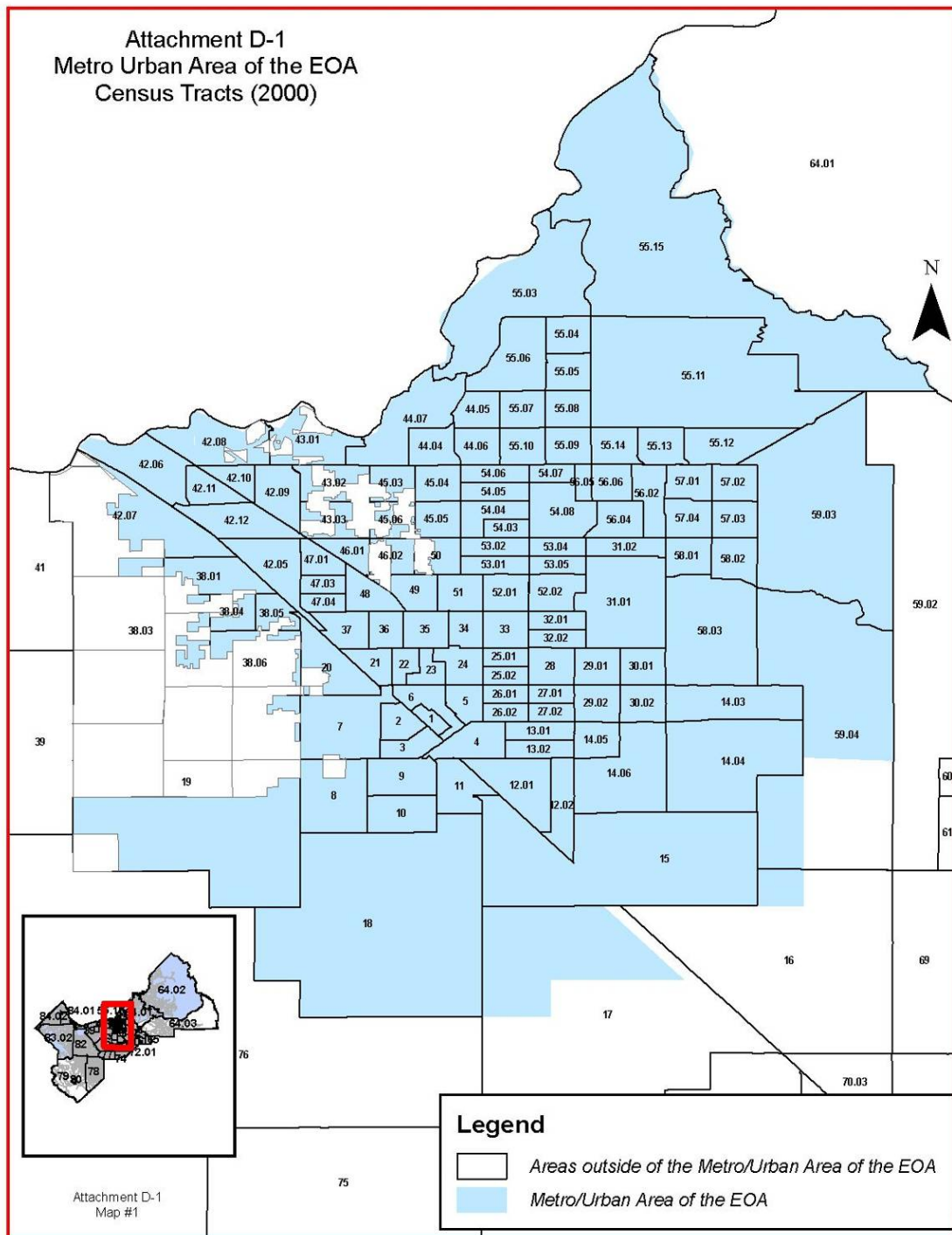
Attachment C

Fresno County EMS Request/Transport Volume Data

([Click here](#) to access attachment.)

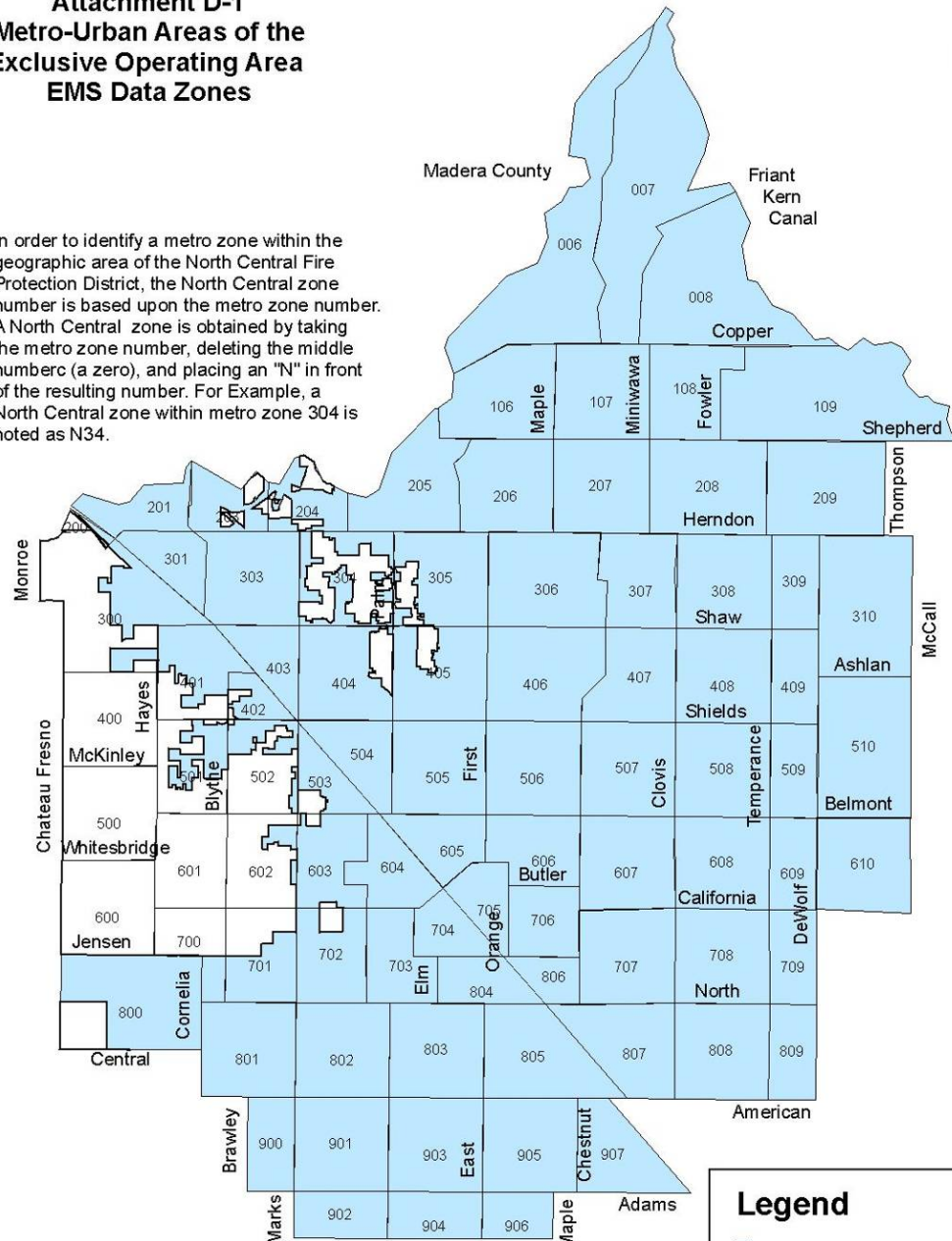
Attachment D-1

Metro-Urban Response Area of the Exclusive Operating Area - Map



**Attachment D-1
Metro-Urban Areas of the
Exclusive Operating Area
EMS Data Zones**

In order to identify a metro zone within the geographic area of the North Central Fire Protection District, the North Central zone number is based upon the metro zone number. A North Central zone is obtained by taking the metro zone number, deleting the middle number (a zero), and placing an "N" in front of the resulting number. For Example, a North Central zone within metro zone 304 is noted as N34.



**Attachment D-1
Map #2**

Legend

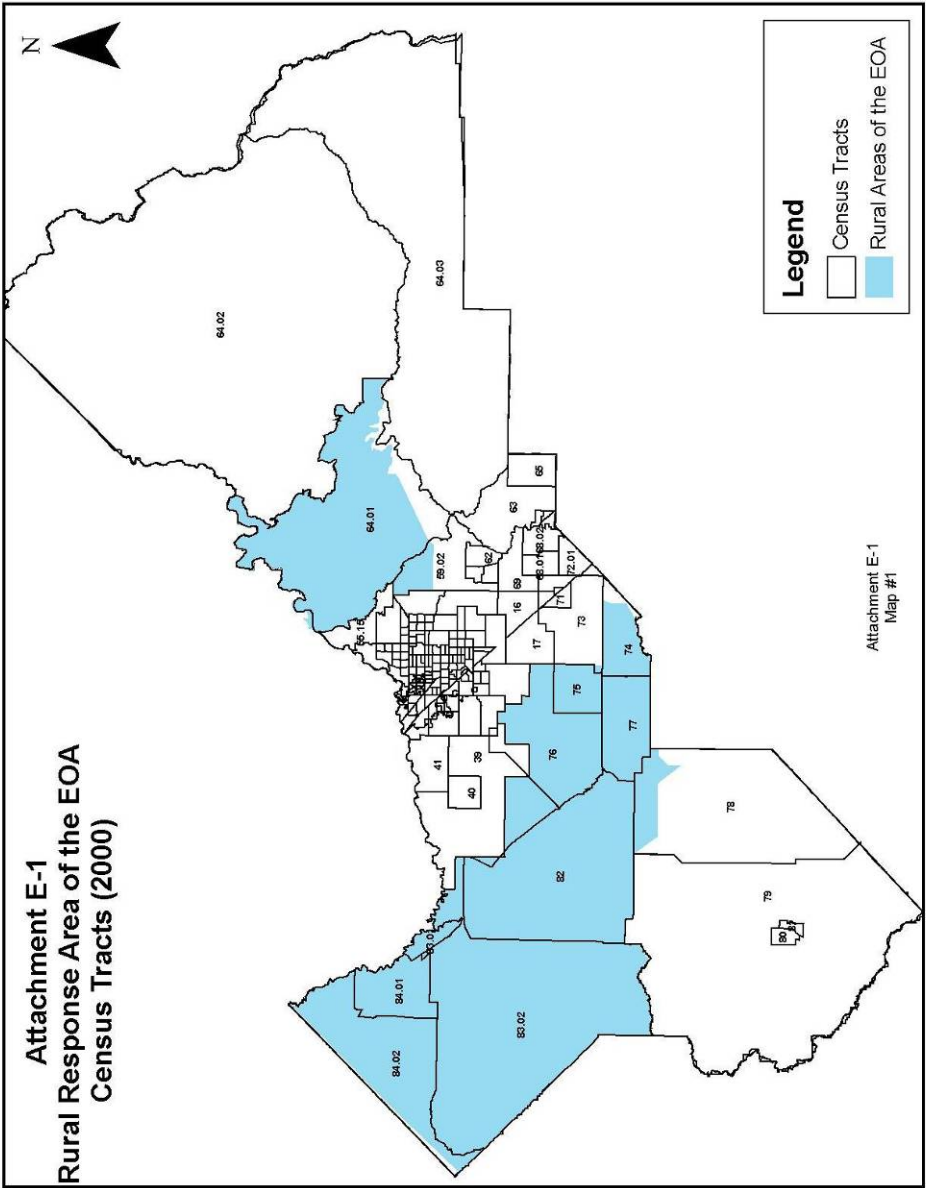
- EOA METRO ZONES
- North Central Fire Dist

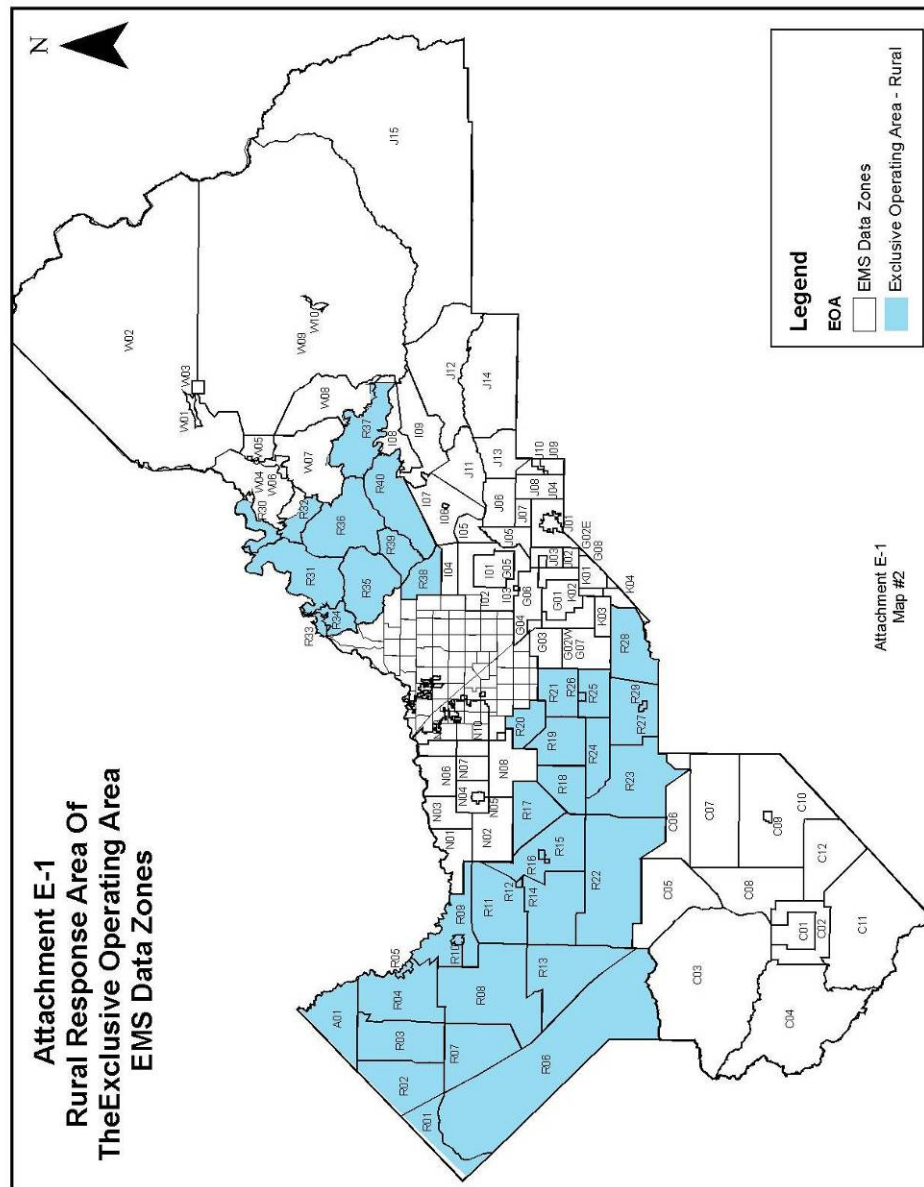
Attachment D-2

Metro-Urban Response Area of the Exclusive Operating Area - Description

([Click here](#) to access attachment.)

Attachment E-1
Rural Response Area of the Exclusive
Operating Area - Map





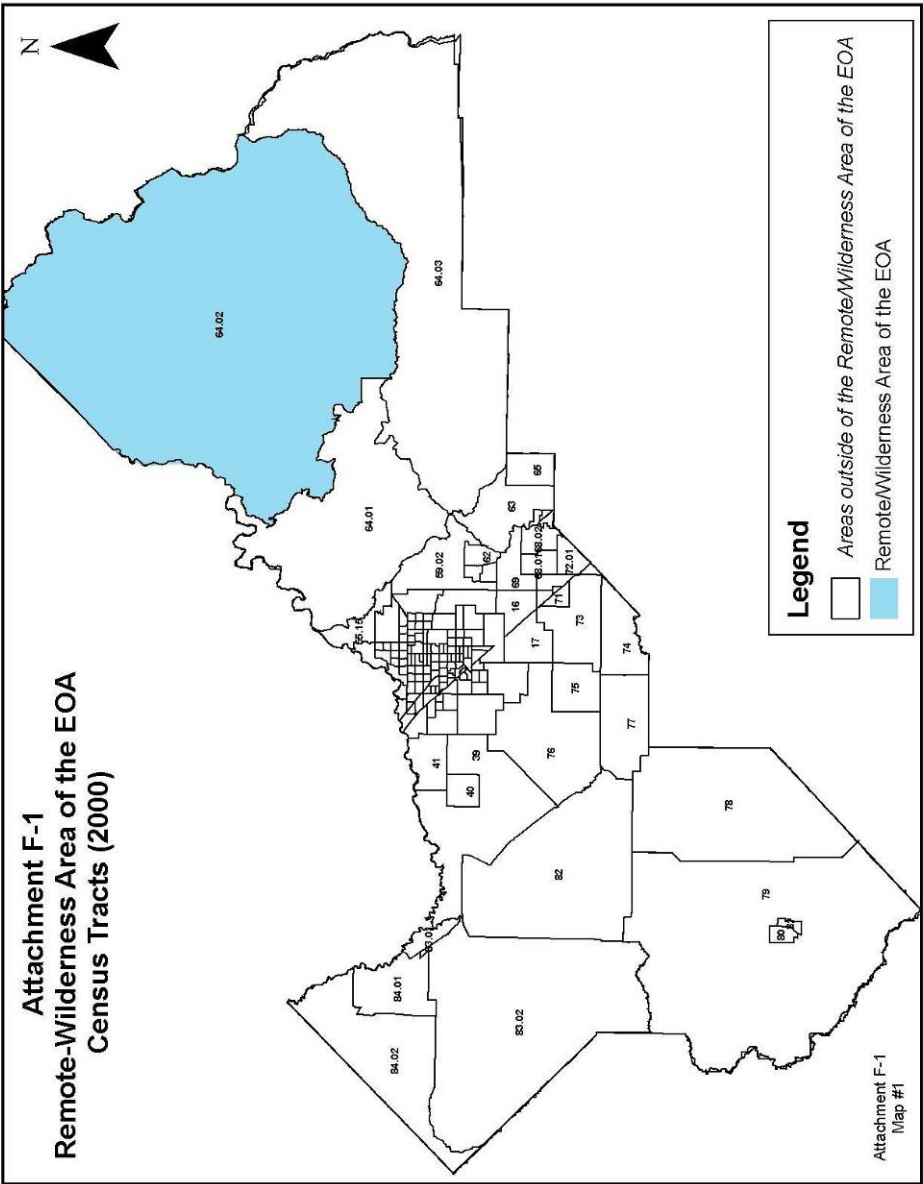
Attachment E-2

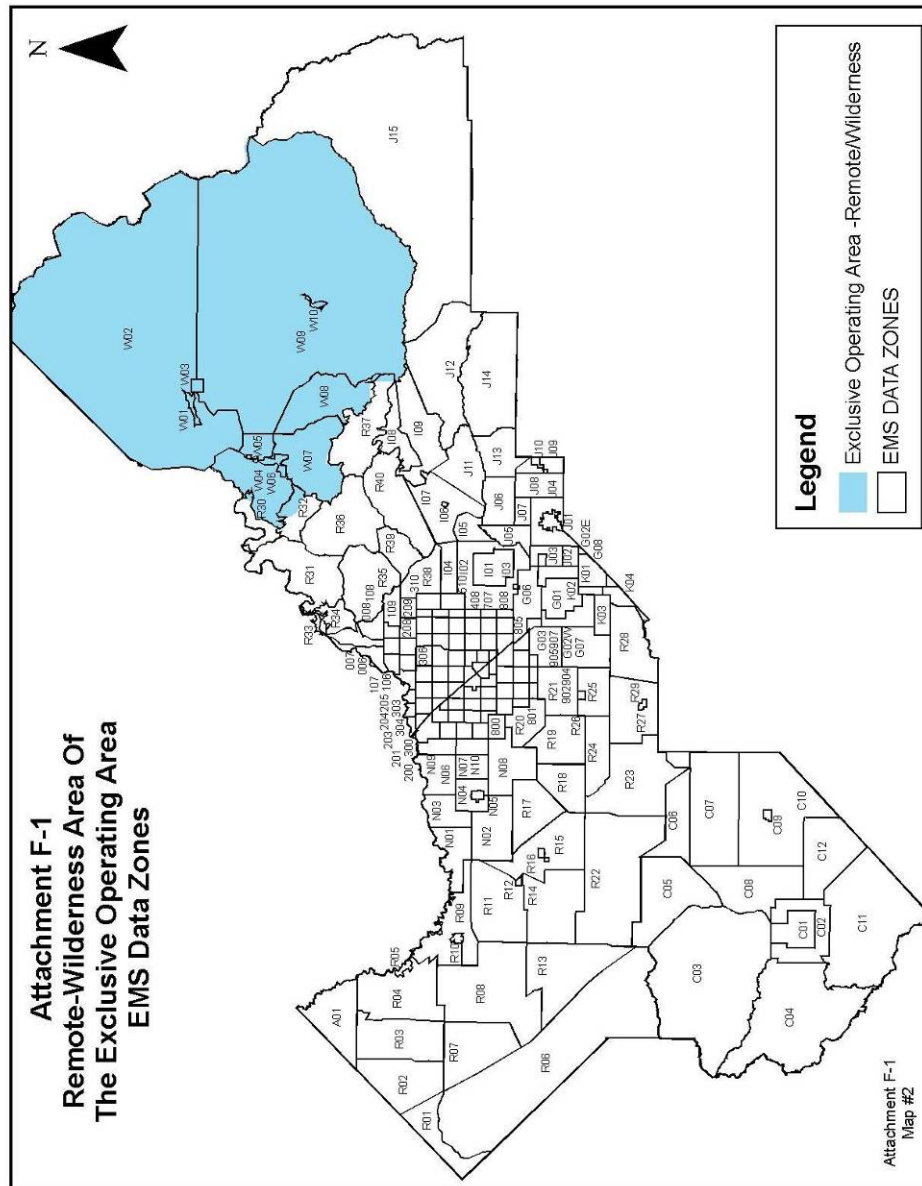
Rural Response Area of the Exclusive Operating Area - Description

([Click here](#) to access attachment.)

Attachment F-1

Remote-Wilderness Area of the Exclusive Operating Area - Map





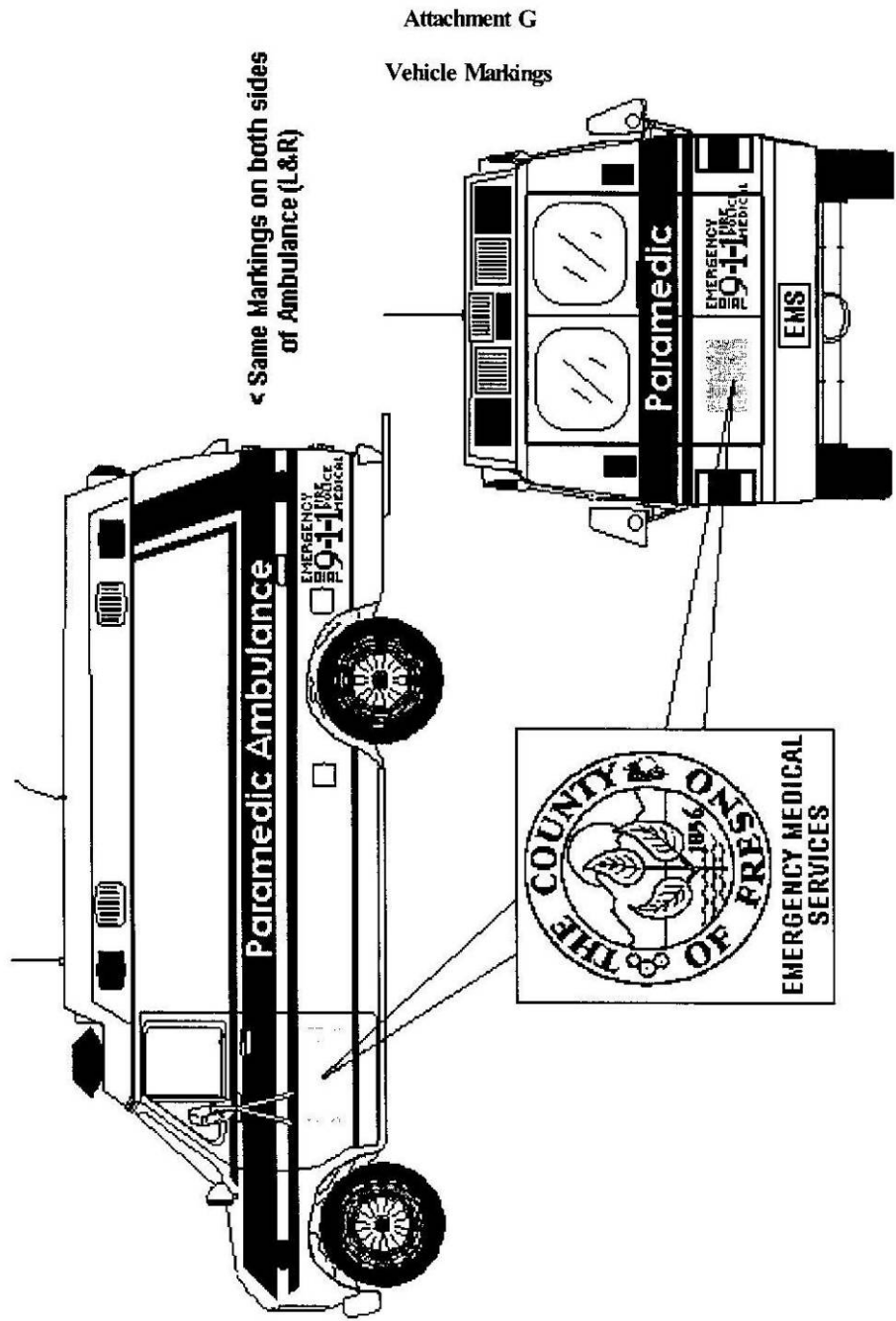
Attachment F-2

Remote-Wilderness Area of the Exclusive Operating Area - Description

([Click here](#) to access attachment.)

Attachment G

Vehicle Markings



Note: Type II Ambulance used as an example; Color scheme, stripes, and other markings may be determined by Contractor

Attachment G

Attachment H

Three-Way Building Lease: Master Real
Property Lease, and Sublease and Cost-
Reimbursement Agreement
([Click here](#) to access attachment.)

Attachment I

Standard *Direct* Lease Agreement

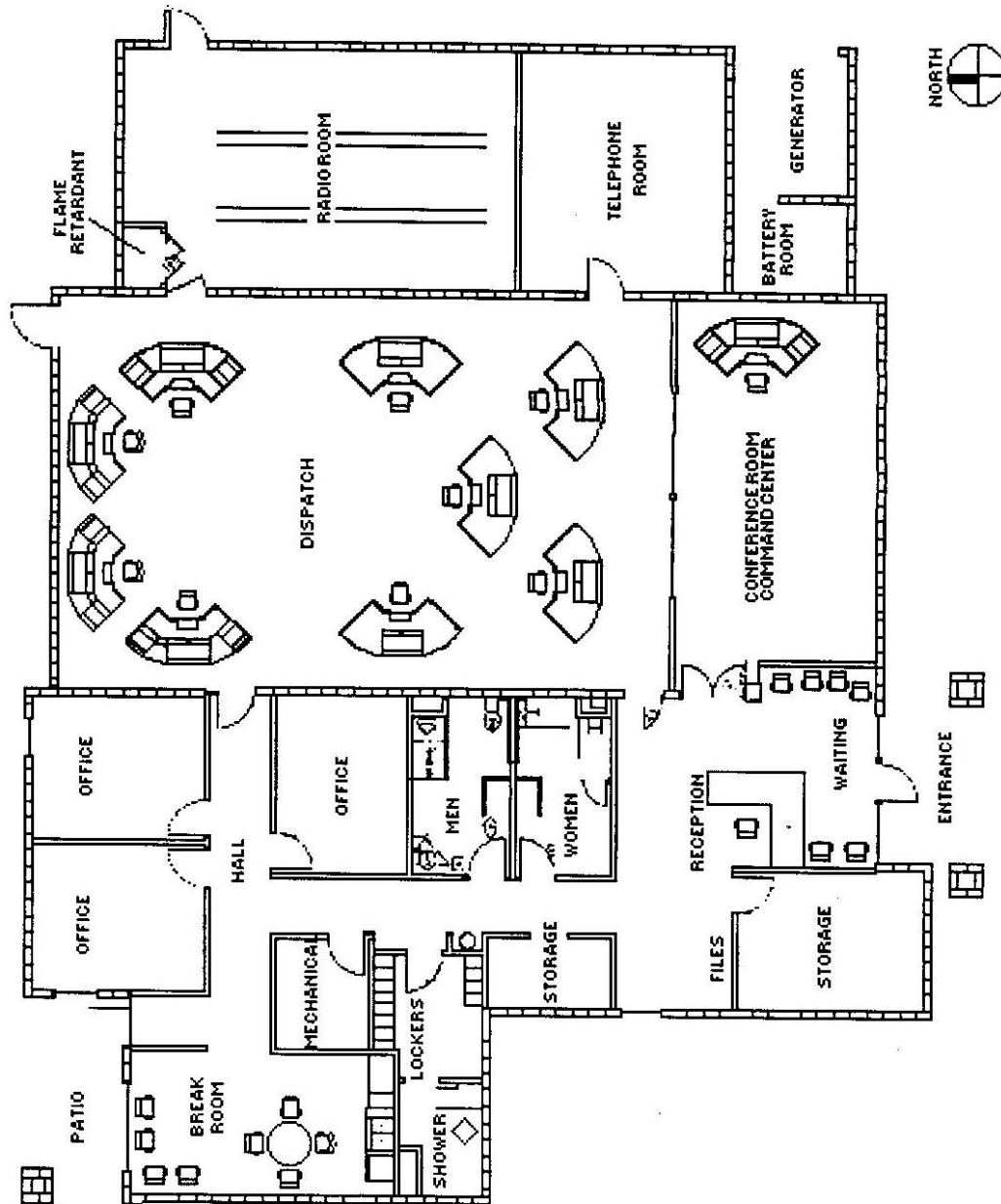
([Click here](#) to access attachment.)

Attachment J

EMS Communications Center Floor Plan

Attachment J

EMS Communications Center Floor Plan



Attachment K

Standards for Building Maintenance of the EMS Communications Center

([Click here](#) to access attachment.)

Attachment L

Letter of Intent

([Click here](#) to access attachment.)

Attachment M

Certificate of Accuracy of Information Submitted to County and EMS Agency

([Click here](#) to access attachment.)

Attachment N

Investigative Authorization – Company

([Click here](#) to access attachment.)

Attachment O

Investigative Authorization – Individual

([Click here](#) to access attachment.)

Attachment P

Bidder's Security

([Click here](#) to access attachment.)

Attachment Q

Proposal Identification

([Click here](#) to access attachment.)

Attachment R

Affirmation of General/Operation Contract
Provisions

([Click here](#) to access attachment.)

Attachment S

Bidder's Price Sheet

([Click here](#) to access attachment.)

Attachment T

Projected Charges for Services

([Click here](#) to access attachment.)

Attachment U

Projected Collection Rates

([Click here](#) to access attachment.)

Attachment V

Projected Budget

([Click here](#) to access attachment.)