



**Emergency Ambulance Services,  
Advanced Life Support Transport and  
EMS System Performance Specifications for  
Butte County, California**

**Request for Proposal #2011-001**

**Procurement conducted by:  
Sierra-Sacramento Valley EMS Agency  
Rocklin, CA  
Release Date: April 13, 2012**

**Proposal Due Date: July 18, 2012  
Time: 4:00 PM PDT**

**Submit to:**  
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## SECTION I. EMS SYSTEM SUMMARY

### A. Overview

**Request for Proposals:** The County of Butte (County) is a political subdivision of the State of California. State law confers on the County's Local Emergency Medical Services Agency (LEMSA) the authority to designate exclusive operating areas (EOA) and to select its emergency ambulance service providers through a competitive process. Butte County has designated Sierra-Sacramento Valley EMS Agency (SSVEMSA) as its LEMSA. SSVEMSA is conducting this procurement on behalf of the County and is seeking a qualified ambulance service provider to deliver these and certain related services in accordance with the expectations set forth in this Request for Proposals (RFP).

Each entity responding to this RFP (Proposer) shall submit a written response (Proposal) setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP. *Proposals must be organized to address each of the items and in the exact order shown in the "Mandatory Table of Contents for Proposals" in Appendix 1.*

The outcome of this RFP will be the selection of a Proposer (Contractor) with whom the SSVEMSA will negotiate an exclusive, performance-based agreement (Agreement) for the provision of 1) an emergency medical ground transportation system at a "paramedic Advanced Life Support" (ALS) level of service; and 2) non-emergency ALS transports originating in Butte County. This includes the exclusive right and obligation to (i) respond to 911 calls and other emergency or urgent medical call requests made through the County Public Safety Access Points (PSAP), public safety agencies, and other sources, (ii) transport patients within the emergency medical services (EMS) system, and (iii) transport other patients requiring ALS service, when the transport originates in the County.

The performance expectations set forth in this RFP and the performance commitments set forth in the selected Proposal will be incorporated in the Agreement as mandatory performance standards.

The initial term of the Agreement will be for the five (5) year period beginning on May 1, 2013 and continuing through April 30, 2018. There will be an option for the extension of the Agreement by the mutual agreement of the SSVEMSA and the Contractor for one additional period of up to five (5) years.

**Policy Goals of the Procurement:** SSVEMSA's overarching goals in the conduct of this procurement process are to (1) promote public health and safety by preventing the loss of life, (2) minimize the physical pain of patients, (3) reduce the costs associated with catastrophic injury or illness and (4) ensure good value in return for the investments of the customer and the community.

To achieve these overarching goals, SSVEMSA is working to promote a quality EMS system that includes the following essential elements:

- Prevention and early recognition
- Bystander action/system access

- Medical Dispatch
- Telephone protocols and pre-arrival instructions
- First responder and ambulance dispatch
- First responder services ALS and Basic Life Support (BLS)
- Transport ambulance services
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

Response time is an important performance measure of a high quality EMS service that is of particular interest to the public. SSVEMSA is taking a comprehensive systems approach to the overall EMS system of which ambulance services are one important part. The RFP accordingly identifies geographic and density-based response time zones and calls for the Contractor to meet specified response times for life-threatening emergencies within defined timeframes in each of these zones.

This approach also calls for SSVEMSA to maintain EMS coordination, oversight, and accountability; while allowing the Contractor the flexibility to use its expertise and entrepreneurial talent to manage its day-to-day operations. This model is intended to promote high-quality clinical care, efficiency, economy, reliability, and operational and financial stability.

## B. Exclusive Operating Areas (EOAs)

Proposers shall submit a single Proposal for the Exclusive Operating Areas (EOAs) that include the entire County of Butte. There are two designated Exclusive Operating Areas (EOA) for the provision of emergency medical services.<sup>1</sup> Appendix 2 includes a map of the the two EOA as described below.

- County Service Area (CSA) 37 EOA (Biggs-Gridley) as depicted in Appendix 2.
- EOA 1 is inclusive of the remainder of the County.

Through submission of its EMS plan and conduction of this competitive process, SSVESMA is establishing a new EOA, which encompasses the entire County of Butte except for CSA 37, which remains a separate EOA. The Biggs-Gridley exclusive operating area was established in 1969 as County Service Area No. 37 by Butte County Ordinance No. 69-155 (see Appendix 3).

Proposers must agree to provide the services referred to above for the entire County without any qualification or variation other than as expressly set forth in this RFP.

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<sup>1</sup> Exclusive operating areas are defined in Division 2.5, 1797.85 of the Health and Safety Code and are established for the provision of emergency ambulance services.

## C. Background

The County has historically designated five emergency ambulance response zones including CSA 37/Biggs-Gridley exclusive operating area. Advanced life support (paramedic) ambulance services have responded to medical emergencies since the 1980s. Currently, two ambulance services provide emergency service and operate under the provisions of the Butte County Emergency Medical Response Ordinance (EMRO) that establishes broad standards for the operations, equipment, and personnel of pre-hospital emergency care services (Chapter 45 of the Butte County Code). A copy of the ordinance as it may be amended is reflected substantially in the form attached hereto in Appendix 5.

Additionally, requirements that are more specific can be found in SSVEMSA policies, which are incorporated into the provider agreements. Any successful proposer will be required to have a provider agreement administered by Sierra-Sacramento Valley EMS Agency. The SVEMSA Policies and Procedures can be downloaded at [ ].

Fire Departments in Butte County provide emergency medical first response services at the first response and basic life support (BLS) level.

The County has a total area of approximately 1,639 square miles and has an estimated population of 221,388 people. The City of Chico is the largest population center with approximately 86,900 residents. Population in the County grew approximately 8.3% percent between 2000 and 2010. Table 1 (below) lists the cities, towns, communities, and remaining unincorporated area.

Table 1. Butte County Population Centers<sup>2</sup>

Cities/Communities	Population
Chico	86,900
Oroville	15,609
Paradise	26,316
Biggs	1,714
Gridley	6,609
Unincorporated	84,240
<b>Total</b>	<b>221,388</b>

In conducting a competitive process for the provision of emergency ambulance services, Butte County is meeting the mandates of California EMS Act and the Health and Safety Code, Division 2.5, available at [www.emsa.ca.gov](http://www.emsa.ca.gov).

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<sup>2</sup> California Department of Finance Population Figures for 2011



## D. Overview of EMS System

Requests for assistance to medical emergencies typically originate through the 9-1-1 phone system. The calls are answered at the Public Safety Access Points (PSAPs) in the City of Chico, the Town of Paradise, and by Butte County Fire on behalf of the remaining areas of the County.

Calls are passed by different methods to the ambulance providers. Call prioritization by level of acuity and emergency medical pre-arrival instructions are not consistently provided according to medical protocols.

The current emergency ambulance providers are licensed by Butte County and operate under a provider agreement with the designated SSVEMSA. Currently the sole designated exclusive operating area is County Service Area 37/Biggs-Gridley where Enloe Medical Center operates an ALS ambulance as a result of a competitive process. The providers operate within a specific territory based on historical service areas and in the City of Chico, calls are rotated between the two providers on an every other day basis.

The response to a potentially life threatening incident is a first response or BLS unit from the area fire departments and a paramedic-staffed ambulance from one of the two current providers, First Responder Emergency Medical Services, Inc. and Enloe Hospital EMS. The County's Emergency Medical Response Ordinance sets out the requirements for emergency ambulance providers. Incidents dispatched through the 9-1-1 system are to receive a lights and sirens response and the EMRO requires that calls for emergency ambulance receive an "eight (8) minutes response time or less ninety (90) percent of the time for emergency 911 calls, within the urban areas of the county..." (EMRO Section 45-10 (i) Response time criteria).

EMRO regulations require that ambulances be staffed with at least one paramedic and equipped with advanced life support equipment. Paramedics work under the direction of base hospital medical personnel and are able to administer advanced treatment modalities.

Patient treatment and transport are carried out under State laws and regulations, as well as LEMSA policies and procedures.

These Local EMS Agency policies include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and LEMSA protocols. Critical patients are normally transported to a nearby emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive and patient meets helicopter transport criteria.

## E. Local EMS Agency Responsibilities

It is SSVEMSA's responsibility to:

- Select and enter into an Agreement with the Contractor;
- Provide contract administration and management services for the Agreement;
- Monitor the EMS system's performance and compliance with the performance based specifications applicable to the Contractor;
- Commit to the continued collaboration to provide high quality first response service on life-threatening incidents;
- Provide medical direction for the system;
- Develop and modify EMS system protocols and procedures;
- Contract with base hospitals to provide on-line medical control; and
- Secure or provide, in the event of Contractor's default, an alternative EMS delivery system.

## F. Butte EMS System Improvements

The Butte County emergency ambulance services are operating under a system that has evolved over decades. Changes and improvements have occurred during this period, but the opportunities did not exist to fully update the EMS system to current community standards of care. During the last 10 years, healthcare has changed considerably as has EMS. Numerous studies have been undertaken to ascertain which practices will produce the best patient outcomes and what actions will have minimal positive impacts. Technology has allowed EMS to improve response times and productivity and to provide data for identifying practices that will deliver positive results for the patients and the system.

In preparation for this RFP, the County conducted an EMS system review and assessment, in collaboration with system stakeholders. The process identified improvement opportunities in the Butte EMS System. Although it is not the SSVEMSA's intent or desire to create the most expensive, high-performance EMS system in the country, SSVEMSA is committed to ensuring that EMS services are delivered at the comparable level of quality and performance enjoyed by users in other good quality and reliably performing EMS systems.

SSVEMSA is pursuing its overall goal to update the local EMS system through incorporating system improvements in this RFP and its resulting Agreement.

Changes to the Butte County EMS system are designed to improve care to patients and can be achieved without undue financial or operational hardship on Contractor(s).

### **1. Call Transfer and Dispatch**

With the new contract for ambulance services, all 9-1-1 calls will be transferred from the PSAPs within 30 seconds of call receipt to the Contractor. The Contractor will be responsible to prioritize calls as to acuity level according to protocols approved by SSVEMSA. In addition, when appropriate, all callers will receive emergency medical pre-arrival instructions according to protocols approved by the SSVEMSA. All of the provider's dispatch staff members are to be Emergency Medical Dispatch certified at the initiation of the contract period. Within one year of the contract initiation, Contractor is to achieve Center of Excellence or comparable certification.

### **2. New Exclusive Operating Area (EOA) Established**

SSVEMSA hereby establishes one new Exclusive Operating Area for emergency ambulance services as defined in Division 2.5, 1797.85 of the Health and Safety Code. The newly established exclusive operating area is designated as EOA 1 and includes the entire County of Butte excluding CSA 37.

The existing EOA is designated as CSA 37 EOA (Biggs-Gridley) and corresponds to County Service Area 37 located in the Biggs-Gridley area that was established in 1969 by Butte County Ordinance No. 69-155 (see Appendix 3).

Proposers must submit a Proposal for the provision of emergency ambulance services for the entire County incorporating the two EOA.

### **3. Call Density Response Zones, Response Time Requirements and Non-performance Penalties Established**

Call Density Response Zones are defined within the County. The requirements are based on an analysis of the historical volume and density of calls. Performance requirements are based on call location and call acuity (Priority 1, 2 or 3) as determined through emergency medical dispatch protocols. The details of the response time requirements are provided in detail in Section IV.C.3.

The Contractor's response time clock begins when the call is time stamped as passed from the PSAP and received by the Contractor's dispatch center.

Response time compliance is to be maintained on 90% of all calls. Failure to perform will result in financial penalties and may cause the replacement of the Contractor as described in Section IV.C.7.

Appendix 5 includes maps indicating the Call Density Response Zones within the County.

#### 4. Penalty Provisions

This is a performance contract and as such, the contract includes monetary penalties described in Section IV.C.7 in the event the Contractor fails to provide data to determine compliance and/or fail to comply with response time requirements. There is a phase-in provision for monetary penalties.

#### 5. Surplus or Reserve Fleet Requirements

Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent 150% of the peak staffing level. For example, if the Contractor's peak number of ambulances is six, then, the Contractor is to maintain a fleet of at least nine ambulances ( $6 \times 150\% = 9$ ). This represents a change from the current requirement to maintain a one to one ratio of operating to reserve ambulances. If 150% of peak demand equals a fraction, the fleet requirement should be rounded up to the next whole ambulance.

#### 6. Provider Fatigue

Provider fatigue and the impairment associated with the fatigue pose a significant safety risk for patients, partners, and others in the community. Crewmembers working on ambulances in Butte County shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a County declared disaster.

#### 7. No Subsidy System

The Butte County EMS system operated for decades without subsidy to ambulance providers. With the award of the Biggs-Gridley EOA, a subsidy of \$60,000 annually is provided. With the exception of this Biggs-Gridley subsidy, it is SSVEMSA's intention that Butte County emergency ambulance providers will continue to operate within the system without additional subsidy. EMRO requirements and RFP specifications are designed to provide increased accountability without undue operational or financial burden for providers.

With the changes implemented in the EMS system design, it is anticipated that the emergency ambulance service Contractor will be able to provide the required services without an additional subsidy from the County.

## 8. Comprehensive RFP

This RFP process is intended to promote the modernization and improvement of the local EMS system. Currently, Butte County does not have state-approved EOA in the County with the exception of CSA 37. This RFP will establish two EOA to cover the entire County. Numerous other system improvements are incorporated in this RFP and are designed to increase service quality and reliability, accountability, equitability and the general public health, safety and welfare. The RFP strives to achieve these ends while also controlling costs to the public being served; all without placing undue financial hardship or unreasonable operational constraints on the Contractor.

## G. Relevant Information Regarding Service Areas

SSVEMSA makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, number of patients or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models and operational plans and proposals.

### 1. Historical Service Volume

Call volume in Butte County is not routinely reported in a manner that allows for analysis. However, it appears that there were approximately 28,680 patient transports across Butte County in calendar year 2010. See Table 2. There has been no independent validation of this data and Proposers are encouraged to use their own means to analyze the service to determine response and transport volumes. SSVEMSA does not guarantee any number of emergency responses or transports.

Call data was collected for the first eight months of the year 2011. January to August 2011 call information is available at SSVEMSA's website at **Error! Hyperlink reference not valid.** This call data includes the date, time, and location of calls. Other details such as priority or disposition are unavailable.

### 2. Current Ambulance Service Rates

Current providers are required to notify the County of established transport rates. The current emergency ambulance service rates are included in Appendix 6.

### 3. ALS Transports Not Originating from 9-1-1

ALS transports originating within Butte County that are not routed through the 911 system have been included in the EOA scope of services. The Agreement will include such transports, granting the Contractor the exclusive right to provide this service.

The actual volume of ALS interfacility transports is unknown. Proposers will need to develop their own estimates of the volume and revenue attributable to ALS interfacility transports.

### 4. Payer Mix

The current providers report the following transport volume and payer mix information in Table 2.

Table 2. Estimated Payer Mix

Payer	Number of Transports	Percent of Transports
Medicare	15,243	53.1%
MediCal	7,654	26.7%
Insurance	3,255	11.3%
Private Pay	2,536	8.8%
<b>Total</b>	<b>28,688</b>	<b>100%</b>

Since the payer mix determines potential revenue recovery and anticipated healthcare changes may have a significant impact on the payers, the Agreement will provide that should the Contractor demonstrate to SSVEMSA's satisfaction that the insured category is at least three (3) percent lower than listed or that the self pay category is at least three (3) percent higher than identified, the variation will be grounds for a rate adjustment as provided in Section IV.G.3.b.

## SECTION II. PROCUREMENT INFORMATION

### A. Performance-based Contract

The result of this procurement will be the award of a performance-based contract. The Agreement will require the Contractor to achieve and maintain high levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not suffice to meet the requirements of the Agreement with respect to prescribed performance requirements. Failure to meet specified service standards will result in financial penalties and may lead to termination of the Agreement.

The essential areas where performance must be achieved include:

- Ambulance response times;
- Ambulance equipment and supply requirements;
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure;
- Clinical performance consistent with approved medical standards and protocols;
- Comprehensive quality improvement and compliance activities and results;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

Again, the Agreement is not a level-of-effort contract. In submitting its Proposal, the Proposer is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required by the EMS System Specifications.

### B. Notice to Proposers

The issuance of this RFP does not commit SSVEMSA to accept proposals, complete the selection process, award a contract, or pay any costs incurred in the preparation of a Proposal responding to this RFP. SSVEMSA reserves the right to accept or reject any or all Proposals received as a result of this RFP at any point in the procurement process, to negotiate with qualified Proposers regarding any term of this RFP or the Agreement, to restructure any system design element or to cancel the RFP in whole or part if SSVEMSA, in its sole discretion, so determines.

The California Public Records Act ("CPRA"), Government Code Sections 6250, et. seq., presumes that all records held by government are accessible to the public unless expressly made exempt from disclosure. The CPRA defines public records as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The CPRA also provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

SSVEMSA cannot guarantee that any information submitted in response to the RFP will be confidential. If SSVEMSA receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the Proposal. If a Proposer believes that a portion of its Proposal is confidential and notifies SSVEMSA of such in writing, SSVEMSA may, as a courtesy, attempt to notify the Proposer of any request for the Proposal. However, it would be the sole responsibility of that Proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure. The Proposer understands that SSVEMSA is not responsible under any circumstances for any damage caused by disclosure of any Proposal information.

Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against SSVEMSA that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be inspected.

### C. Use of Own Expertise and Judgment

Each Proposer must use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Agreement. As used here, "methods" includes, without limitation, compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organizations strategies and activities.

### D. Procurement Time Line

The Procurement Time Line is included in Appendix 7 (the Procurement Time Line). Any changes to the Procurement Time Line will be published on the SSVEMSA website and organizations requesting the RFP will be notified by SSVEMSA.

### E. Procurement Process

#### 1. Pre-proposal Process

Questions regarding this RFP should be submitted in writing to:

Vickie Pinette  
Sierra Sacramento Valley EMS Agency  
5995 Pacific Street  
Rocklin, CA 95677  
(916) 625-1717  
[Vickie.Pinette@ssevms.com](mailto:Vickie.Pinette@ssevms.com)



Questions or requests for clarification regarding the RFP will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. on the date specified in the Procurement Time Line (Appendix 7).

## 2. Proposers' Conference

A Proposers' Conference (the Proposer's Conference) will be held at the time in the Procurement Time Line to answer questions regarding the RFP specifications and process. The location for the Proposer's Conference will be determined at a later date and SSVEMSA will post the location on its website ([www.ssvems.com](http://www.ssvems.com)). All written questions received from potential Proposers, along with SSVEMSA responses, will be distributed to all attendees of the Proposers' Conference. Any changes or clarifications to the Request for Proposal made following the Proposers Conference will be distributed to all potential Proposers who attend the Proposers' conference, or who have indicated in writing their intent to submit a Proposal. The Proposers' conference is not mandatory; however, due to the complexity of this project, attendance by prospective Proposers' is highly encouraged.

## 3. Proposal Submission

Each Proposer must submit one (1) original and ten (10) copies of its Proposal by 4:00 p.m., Pacific Time on the date specified in the Procurement Time Line (the Deadline). A CD-ROM of the Proposal and attachments in Microsoft Word or PDF format shall accompany each Proposal. Any Proposals received after the deadline will not be considered. No Proposal may be withdrawn for a period of ninety (90) days after the Deadline.

Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled Butte County Emergency Ambulance Procurement and the Proposer's name. One (1) original and ten (10) copies of the required financial documents and Price Sheets shall be included in the sealed container but placed in a separate, sealed envelope marked with the Proposer's name and labeled "Financial and Pricing Submissions."

Proposals shall be delivered to:

Vickie Pinette  
Sierra Sacramento Valley EMS Agency  
5995 Pacific Street  
Rocklin, CA 95677

#### 4. Public Proposal Opening

All proposals received prior to the Deadline shall be kept unopened and secured in a locked area. Such Proposals shall be publicly opened at 5995 Pacific Street, Rocklin, CA 95677 at the time and date specified in the Procurement Time Line. The name of each Proposer will be recorded and read aloud to the persons present. The contents of the Proposals shall not be reviewed or disclosed at the public opening.

#### 5. Additional Proposer Responsibilities

At any time following the opening of Proposals, SSVEMSA may request a Proposer to provide additional information or documentation regarding its Proposal. Proposers will also be requested to make a formal oral presentation to the proposal review panel (the Review Panel) or to respond in person to questions from the panel. Such requests must be fulfilled by the Proposer or its Proposal may be rejected.

#### 6. Confidentiality of Proposals

The content of Proposals shall not be released until the Director's notice of Intent to Recommend. At that time, SSVEMSA may release the content of the Proposals for public review.

### F. Proposal Instructions

#### 1. Proposal Format

Proposals should be concise and directly respond to the required information in this RFP. To facilitate the evaluation process, Proposals shall be limited in size.

The entire Proposal and exhibits shall be contained within two (2) 2-inch, three-ring binders. One binder shall contain the narrative (Proposal Narrative) and the second the exhibits (Proposal Exhibits). Excepted from these restrictions are any information submitted in response to Sections III (A) 4 and 5, below.

The Proposal Narrative shall adhere to the following specifications:

- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than 1 ½ lines;
- Single sided page printing;
- Standard 8 ½" by 11" paper;
- Pages must be numbered sequentially; and
- Pages are limited to 250 pages per binder excluding title page, table of contents, and dividers

All attachments and exhibits shall be inserted in the second binder. Each exhibit and attachment shall be labeled and referenced in the narrative.

## 2. Required Proposal Format

### a) Mandatory Table of Contents

The Proposal Narrative shall respond to each topic listed in the Mandatory Table of Contents in the exact sequence that the topics appear in the Mandatory Table of Contents. The Proposal must utilize the stipulated section and heading titles and numbering set forth in the Mandatory Table of Contents. The response to each item must contain all of the information that the Proposer is providing with respect to that topic. The response may incorporate by reference information contained in the Proposal Exhibits, but may not incorporate by reference any information contained in other portions of the Proposal Narrative. With the exception of information appearing in a Proposal Exhibit that is expressly referenced in a response, information not set forth in the portion of the Proposal Narrative clearly identified as responding to a specific topic on the Mandatory Table of Contents may be disregarded in the rating of the Proposal. Reviewers may disregard information submitted in the Proposal if it is not included in the mandated location defined by the Mandatory Table of Contents.

### b) Required Proposal Sections

The Proposal Narrative shall be divided into the following five sections.

- Section I Executive Summary
- Section II Required Forms as specified in Appendix 8 of this RFP.
- Section III Proposer's demonstration of the appropriate credentials and ability to meet the minimum qualifications set forth in Section III of this RFP
- Section IV Proposer's response to the basic performance and operational requirements set forth in Section IV of this RFP (the Core Requirements). Failure to commit to each of the Core Requirements may result in the Proposal being disqualified and deemed unresponsive.
- Section V Proposer's response to the competitive criteria set forth in Section V of this RFP (the Competitive Criteria). The Competitive Criteria will be reviewed, evaluated, and scored in the Proposal review process.

Proposals shall provide all information requested in this RFP in the order that it is requested. Performance standards for emergency ambulance service are identified in multiple sections of this RFP and shall be addressed in the manner stipulated for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal Narratives to provide additional detail.

## G. Proposal Evaluation Process

### 1. Proposal Review Panel

The Proposal review process shall be managed by SSVEMSA. A multi-disciplinary panel of five (5) disinterested EMS professionals shall be selected by SSVEMSA to evaluate and rank Proposals. Meetings of the Review Panel will be closed to the public. The outcome of the deliberations of the Review Panel shall be submitted to the Regional Executive Director. (Director). The Director shall review the submission and may consider any and all other pertinent information.

To assure a fair process, members of the Review Panel will be instructed to avoid discussing any Proposal or the RFP process with any Proposer or other individual not present during the evaluation prior to the public announcement of the outcome of the deliberation. Until the outcome of the deliberations of the Review Panel has been submitted to the Director, Proposers shall avoid any communications regarding Proposals or the RFP process with any member of the Review Panel outside of the formal procurement process during the period commencing at the time the identity of the members of the Review Panel is announced until the outcome of the Review Panel's deliberations has been submitted to the Director. The names of the Review Panel members will not be disclosed prior to the RFP submission deadline. If it is determined that a Proposer attempted or had such precluded communications, Proposer's Proposal may be disqualified.

### 2. Proposal Review Process

The proposal evaluation process will encompass three stages.

- a) The Review Panel will review the documentation provided in each Proposal to determine if the Proposer meets the Minimum Qualifications. Each criterion will be scored on a pass/fail basis. If the Reviewers identify a Proposal that does not meet Minimum Qualifications, the Proposal or Proposals not meeting all Minimum Qualifications will be referred to the Director for final determination. Proposals that, in the judgment of the Director, do not meet the minimum requirements for experience, qualifications, and financial capabilities will be considered unresponsive and disqualified.
- b) The Review Panel will then review the documentation in the Proposals related to the Core Requirements. The Proposals must include an affirmative statement agreeing to each Core Requirement without qualification. If any Proposer fails to include affirmative agreement to the Core Requirements or with the minimum requirements listed in Section V (the Minimum Requirements), the Review Panel will refer the nonconforming Proposal or Proposals to the Director for final determination. If the exceptions to the Core Requirements and Minimum Requirements in the Proposal(s) are deemed material in the sole

opinion of the Director, the Proposal will be considered unresponsive and disqualified.

- c) The Review Panel will then evaluate, compare, and score the Competitive Criteria.
- d) After completion of the Review Panel's review and scoring of the Proposals, SSVEMSA staff and its consultants will calculate the points to be awarded for pricing based on the methodology described in Section II.G.3.

The responses to the Competitive Criteria set forth in the Proposals shall be reviewed and rated as follows:

- Each member of the Review Panel shall read each Proposal prior to the convening of the panel.
- The Review Panel will convene and be provided with an overview of the review and rating process.
- The information provided to document the Minimum Qualifications will be reviewed and scored as either pass or fail.
- The responses to the Core Requirements and Minimum Requirements will be reviewed to confirm an affirmative and unqualified acceptance of the provisions.
- Each criterion of the Competitive Criteria will be evaluated separately (e.g. Clinical Offerings, Operational Proposals, etc.). After a full discussion is completed for a specific Competitive Criterion, each Review Panel member will complete the individual ranking sheet for that Competitive Criterion using the scoring guidelines set forth below.
- The ranking sheet completed by each reviewer will be collected by an SSVEMSA staff member, who will enter the ratings into the master score sheet that will be used to calculate the total points awarded to each Proposal.
- After the Review Panel has completed the review of the all Proposals, the scores of the reviewers will be averaged to determine the total points awarded to each Proposal for the Competitive Criteria.
- The scores applicable to pricing will be calculated by SSVEMSA staff and combined with the scores resulting from the panel's review.
- The results of the Review Panel and the rankings of the Proposals will be forwarded to the Director.
- The Director will make a recommendation to the SSVEMSA Board of Directors (Board). The Director shall recommend the Proposal receiving the highest score from the Review Panel unless the Director: (i) identifies a material procedural error in the procurement process; (ii) determines that the procurement process has failed to achieve SSVEMSA's goals as set forth in this RFP; or (iii) for any other reason concludes that the best interests of Butte County and SSVEMSA would not be served by the recommendation of the Proposal receiving the highest score. In the event of any such exception, the Director shall set forth in writing the basis for his or her decision when forwarding the recommendation to the Board.

Staff of SSVEMSA's EMS consulting firm shall observe and serve as staff to the Review Panel.

### 3. Method for Competitive Scoring of Price Proposals

The comparison of prices proposed for the ambulance transports is accomplished using the following calculation.

Bundled Base Charge	\$ <u>  X  </u>
Mileage Charge: multiply the proposed per-mile charge times the estimated number of 8 miles per average call	\$ <u>  Y  </u>
Oxygen Charge: multiply the proposed oxygen charge times the estimated 60 percent of calls on which oxygen is used	\$ <u>  Z  </u>
Weighted Charge	\$ <u>  X+Y+Z  </u>

The proposal with the lowest weighted charge will receive the maximum available score assigned to pricing under the RFP. Other proposals will be scored by multiplying the percentage by which their weighted charge exceeds the lowest proposed weighted charge and subtracting that amount from the maximum available score.

For example, the RFP is structured to allow 450 points for price. If the Weighted Charge for Proposal #1 is \$1,000, for Proposal #2 is \$1,100, and for Proposal #3 is \$1,500. Proposal #1 has the lowest charges, so it receives 450 points for pricing. Proposal #2 exceeds Proposal #1 by 10%, so it receives 405 points for pricing. Proposal #3 exceeds Proposal #1 by 50%, so it receives 225 points for pricing.

### 4. Post-submission Presentation

Proposers will be asked to meet with the Review Panel to present a brief overview of their Proposals and answer questions. The date of the Proposers' presentations is included in the Procurement Timeline.

### 5. Investigation

Upon completion of Review Panel evaluations, SSVEMSA staff may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may include, without limitation, site visits, reference checks, financial inquiry, or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

SSVEMSA reserves the right to continue its investigation of representations made by a Proposer after contract award and throughout the term of the Agreement. The furnishing of false or

misleading information during the procurement process may constitute a major breach of the Agreement even if discovered after contract award.

## 6. Notification

Proposers will be notified of the status of their Proposal (recommended for selection, not recommended for selection, or disqualified) following completion of the proposal review process. Notification will be by facsimile transmission to the number given in the Proposal for receipt of facsimiles.

If a Proposal is disqualified, the Proposer will be notified, in writing, of the specific reason that caused the disqualification.

At the completion of the Review Panel's evaluation process and the Director's receipt and consideration of the panel's deliberations, SSVEMSA will post on its website ([www.ssvems.com](http://www.ssvems.com)) and e-mail and mail to all Proposers notice of the Director's intended recommendation to the Board (the Intent to Recommend).

## 7. Protest

For fourteen (14) calendar days following issuance of the notice of the Director's Intent to Recommend, non-successful Proposers shall have the right to file a protest (the Protest). A Proposer filing a Protest (Protester) must follow the procedures set forth herein. Protests that do not follow these procedures shall not be considered. Notwithstanding any other protest or appeal procedures, the protest procedures herein constitute the sole administrative remedy available to the Protesters under this RFP. Only entities, which were non-successful Proposers, shall have standing to file Protests. Any Protest not filed and received by the Director within the fourteen (14) day period shall be conclusively deemed waived.

### a) Filing a Protest

The Protest of the Intent to Recommend must be in writing. The written Protest must be hand delivered, electronically transmitted, or mailed to:

Vickie Pinette  
Sierra Sacramento Valley EMS Agency  
5995 Pacific Street  
Rocklin, CA 95677  
[vickie.pinette@ssvems.com](mailto:vickie.pinette@ssvems.com)  
Facsimile: (916) 625-1730

**b) Contents of Protest**

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

**c) Grounds for Protest**

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

1. The Protester believes SSVEMSA failed to follow the procedures and adhere to requirements set forth in the RFP.
2. The Protester believes there was misconduct or impropriety by SSVEMSA officials or Review Panel members.
3. The Protester believes there was abuse of process or abuse of discretion by SSVEMSA officials or Review Panel members.

**d) Protest Resolution Process****(1) Informal Meeting with Director**

Upon receipt of the Protest, the Director will convene, at the earliest possible convenience, meeting(s) between the Protester and appropriate SSVEMSA staff to seek informal resolution and/or clarify the issues.

**(2) Formal Review by Independent Hearing Officer**

If informal resolution is not achieved, the Director shall forward the Protest to the hearing officer designated by the Board for the hearing of any Protests filed in connections with this RFP (the Hearing Officer) within three (3) business days of not being able to resolve the matter. The Director may also forward additional documents or other information to the Hearing Officer.

The Hearing Officer shall conduct an independent review of the Protest to determine whether the grounds for the Protest have merit. Only the information contained in a timely Protest shall be considered by the Hearing Officer, who has the authority to request additional information from the Protester or Director to clarify or confirm information submitted in a timely submitted Protest to assist with his/her review of the Protest. The Hearing Officer will issue a written decision on a timely submitted Protest within 15 calendar days of its receipt; however, the time for decision may be extended by the Hearing Officer with advance written notice to the Protester and the Director. The decision of the Hearing Officer shall be final.



**e) Remedies**

If the Hearing Officer sustains a Protest in whole or in part, the Hearing Officer shall have the sole discretion to determine an appropriate remedy in accordance with applicable laws. In determining the appropriate remedies, the Hearing Officer may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to SSVEMSA, the urgency of the procurement, and the impact of the recommendation(s) on the public's health and safety.

**f) Stay of Procurement Action during a Protest**

The recommendation of the Director shall not be forwarded to the Board for action, nor shall SSVEMSA otherwise proceed with negotiations or awarding the contract provided for in this RFP while a Protest is pending. However, once the Hearing Officer has issued his/her decision on the Protest, the procurement process may proceed as though no Protest was filed. In addition, in the event that a Protest substantially delays this procurement process, SSVEMSA may, in its discretion engage in contracting activities for interim ambulance service until the procurement process can move forward and the Agreement become effective.

**8. Withdrawal of Proposals**

Once submitted, Proposals may be withdrawn by the Proposer at any time prior to the Deadline by written notice to HHSA. No Proposals shall be allowed to be withdrawn for a period of ninety (90) days after this date.

**9. Canceling the Procurement Process after Opening**

SSVEMSA may, in its discretion, cancel this procurement process at any time up to the formal approval and execution of the Agreement. In the event SSVEMSA cancels the procurement, it shall set forth the reasons why the public interest is best promoted by such cancellation.

**10. Award**

The decision on contract award will be made by the Board following the recommendation from the Director. If for any reason the selected Proposer is unable to enter into the Agreement in a timely manner in accordance with the time interval identified in the Procurement Time Line for contract negotiation, the Director may recommend selection of an alternate Proposal to the Board.

## 11. Scoring Criteria

The goal of this procurement is to select the Contractor based on clinical and operational quality of service, while also containing service costs to the public. To achieve this end, the Proposals will be scored on two categories; first, Competitive Criteria, which are designed to objectively identify Proposals that will provide for higher, service quality and cost effectiveness; and, second, Proposals will be scored based on the service charges to be imposed by the Proposer.

As noted above, the Review Panel will evaluate and score each item within the Competitive Criteria set forth in Section V separately and in the order criteria appear in the Mandatory Table of Contents. The Review Panel will thus discuss the Performance Requirements for a given item and rate the Proposers' Responses for that item prior to moving to consider the next item.

Since this process is focused on a comparison of the Proposers' responses to the Competitive Criteria, the review and scoring of the proposals will be based on comparing responses of Proposers to each of the criteria. Each criterion will be allocated a specific number of maximum available points.

The points awarded for the criterion will be based on the reviewer's opinion of each proposal's commitment to the relevant item being reviewed. Five potential ratings will be available for the reviewer. They are:

<b>Rating</b>	<b>Poor</b>	<b>Adequate</b>	<b>Good</b>	<b>Very Good</b>	<b>Excellent</b>
Percentage of total points for criterion	0%	25%	50%	75%	100%

Each of the Competitive Criteria stipulates minimum requirements that must be addressed and accepted by the Proposers. Failure to address and commit to the minimum requirements may result in the disqualification of the Proposal as being unresponsive.

During the deliberations of the Review Panel, minimum requirements will be described to the reviewers and the reviewers will then discuss the item and any components that have been presented to exceed minimum requirements. Once the discussion is completed, each Reviewer will independently evaluate the criterion and mark the rating sheet in the applicable category described above.

## 12. RFP Governed by Its Terms

This RFP shall be conducted in accordance with the terms set forth within it. It shall not be subject to the Butte County Purchasing Manual or other County policies and procedures covering procurement processes.

## H. Scoring Matrix

The Competitive Criteria are organized in Section V into categories. The maximum points available for each category of Competitive Criteria are set forth below.

Table 3. Proposal Review Scoring Allocations

	Category Title	Total Points
1	Credentials and Qualifications	Pass/Fail
2	Core Requirements	Agree/Exception
3	Competitive Criteria-Minimum Requirements	Agree/Exception
4	Competitive Criteria-Commitment to Clinical Quality	250
5	Competitive Criteria-Operations Management	200
6	Competitive Criteria-Commitment to Employees	250
7	Competitive Criteria-Management and Administration	150
8	Competitive Criteria-Commitment to EMS System and Community	200
9	Proposed Pricing	450
	<b>TOTAL POSSIBLE POINTS</b>	<b>1,500</b>

## SECTION III. MINIMUM QUALIFICATIONS

### A. Organizational Disclosures

The Proposer must be a single legally established entity, but there are no preclusions of multiple organizations forming an entity to respond to this RFP. If such a “joint venture” is proposing on this RFP questions regarding experience, organizational structure, financial strength, and other items in this RFP must be answered for each member of the “joint venture.” The Proposer must provide the following information about its organization, experience, litigation, licenses, investigations, and other items:

#### 1. Organizational ownership and legal structure

The Proposer shall describe its legal structure including type of organization, its date, and state of formation.

#### 2. Continuity of business

The Proposer shall provide the organization’s background and number of years under present business name, as well as prior business names.

#### 3. Licenses and permits

The Proposer shall provide copies of business or professional licenses, permits or certificates required by the nature of the contract work to be performed. If Proposer does not have a local operation, examples of state licenses, and local permits for other operational locations may be submitted to fulfill this requirement.

#### 4. Government investigations

The Proposer shall provide a listing of all federal, state, or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer’s organization and any parent or affiliated organization within the last three (3) years. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from government investigations including any continued obligations of the Proposer or describe status and expected outcome of open investigations.

## 5. Litigation

The Proposer shall provide a listing of all resolved or ongoing litigation involving the Proposer's organization including resolution or status for the last five (5) years. This listing shall include litigation brought against the Proposer's organization or affiliated organization and any litigation initiated by the Proposer's organization or affiliated organization against any governmental entity or competing ambulance service. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from litigation or describe status of open litigation.

## B. Experience as Sole Provider

The Proposer must demonstrate its experience as a sole provider of paramedic ALS emergency ambulance services for a specified area comparable in size and population to the Exclusive Operating Area defined in this RFP. A population greater than 75,000 in a service area is acceptable as a comparable service area. Documentation shall include:

### 1. Comparable experience

The Proposer must document the areas in which it has provided comparable services (as described above) in the past five (5) years, the locations of these services, population, description of services and a jurisdictional contact. This documentation shall include a letter from a government official confirming the provision of exclusive emergency paramedic ALS ambulance service and the length of time such services have been provided. Proposer shall document that it currently provides comparable services for a minimum of three (3) consecutive years.

### 2. Government contracts

The Proposer shall provide a list of exclusive service area emergency ambulance service contracts completed or ongoing during the last five (5) years including the term or date of termination of the agreement, the services provided, the dollar amount of the agreement and the contracting entity.

### 3. Contract Compliance

The Proposer shall detail any occurrence of its failure or refusal to complete a contract with a governmental entity for which the Proposer was providing emergency ambulance services. This shall specifically state whether the Proposer or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated. If the Proposer has been found in material breach of a governmental contract or if the Proposer “walked away” from its obligations under a governmental contract within the last five (5) years, the Proposal may be rejected as not complying with Minimum Qualifications.

### C. Demonstrated Response Time Performance

The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP.

Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted.

If the Proposing organization does not have mandated response times in its exclusive emergency ambulance service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.

### D. Demonstrated High Level Clinical Care

The Proposer must provide documentation of its demonstrated ability to provide high-level clinical care.

Documentation may include descriptions of clinical sophistication and high levels of performance in systems in which it operates. The organization should describe how it ensures consistent, high-quality clinical care and how it is able to verify and document its clinical performance.

### E. Financial Strength and Stability

The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy SSVEMSA that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. Documentation shall include:

**1. Financial Statements**

Provide year-end financial statements for the last three years that support the organization's financial ability to perform the services included in this RFP and the Proposal.

**2. Audited Statements**

Provide independently audited financial statements for the most recent fiscal year.

**3. Financial Commitments**

Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters or otherwise affect the responder's ability to perform the Contract.

**4. Working Capital**

The Proposer shall describe its working capital sources and quantify the amount it expects to need for startup and improvements to the Butte County EMS system. The information shall include the estimated amount of start-up capital required to finance administration and ambulance operations for the first six (6) months of the Agreement. Include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that your organization is approved or pre-qualified to borrow sufficient funds.

**5. Performance Security**

The Proposer shall document its method and ability to provide the required performance security.

**6. Financial Interests**

The Proposer shall disclose and describe any financial interests in related businesses.

## SECTION IV. CORE REQUIREMENTS

### A. Contractor's Functional Responsibilities

Contractor shall provide emergency ambulance services, as requested by the County's designated public safety dispatch centers, in the County. Such services shall be provided in accordance with the requirements of State Health and Safety Code Sections 1797 et seq., Division 48 and of the Butte County Code Chapter 45, and all regulations promulgated there under including any amendments or revisions thereof. In performing services under the Agreement, Contractor shall work cooperatively with SSVEMSA through the SSVEMSA staff member designated from time-to-time by the Director as the contract administrator (Contract Administrator).

#### 1. Basic Services

In consideration of SSVEMSA's referral to Contractor of Emergency Ambulance Service requests originating in the County, Contractor shall perform the following services to the complete satisfaction of SSVEMSA:

- a) Contractor shall provide continuous, around-the-clock, emergency ambulance services, without interruption throughout the term of the Agreement.
- b) Contractor shall provide emergency ambulance services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
- c) The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.
- d) Contractor shall participate in pilot or research programs that the EMS Medical Director (defined below) and Contract Administrator may authorize from time to time. The Contract Administrator may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the EMS Medical Director. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to County or SSVEMSA. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in the Agreement.

#### 2. Services Description

Contractor shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in the County. Such emergency ambulance services shall be provided at the EMT-Paramedic level.



Contractor shall be the sole ALS ambulance organization authorized by SSVEMSA in the awarded service area covered under this RFP to provide emergency ambulance services and ALS non-emergency ambulance services. All requests for EMS originating in the County processed through the 911 facilities will be referred to Contractor. Contractor may subcontract ALS non-emergency ambulance services as specified in Section IV.F.5.

## B. Clinical

### 1. Clinical Overview

SSVEMSA's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in the National Highway Traffic Safety document, *The EMS Agenda for the Future*, and the core recommendations of the more recent *Institute for Medicine report on EMS: Emergency Medical Services: At the Crossroads*.<sup>3</sup>

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.<sup>4</sup>

The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data is frequently difficult. For these reasons, EMS systems typically use process measures and process improvement to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

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<sup>3</sup> National Highway Traffic Safety Administration. (1996). *Emergency Medical Services Agenda for the Future*. Washington, DC: United States Department of Transportation.

Institute of Medicine. (2006). *Emergency medical services: At the crossroads*. Washington, DC: National Academies of Science.

<sup>4</sup> Institute of Medicine. (2001). *Crossing the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

## 2. Medical Oversight

SSVEMSA shall furnish medical control services, including the services of a system EMS Medical Director (EMS Medical Director) for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians). SSVEMSA shall appoint a Medical Advisory Committee to advise the EMS Medical Director and perform other duties outlined herein or as otherwise assigned by SSVEMSA. SSVEMSA's EMS Medical Director does not relieve the Contractor from employing its own medical director as mandated by state and SSVEMSA requirements.

### a) Medical Protocols

Contractor shall comply with medical protocols and administrative policies established by SSVEMSA, as well as other requirements and standards established by the EMS Medical Director.

Contractor shall document compliance with system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications, first responders and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the EMS Medical Director on a periodic basis with input from system participants. The review process is defined in writing by the EMS Medical Director and at a minimum shall address the effectiveness of the protocol and document the system's compliance to the protocol.

Current Medical Protocols are available at the SSVEMSA website.

### b) Direct Interaction with Medical Control

Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and SSVEMSA clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

c) **Medical Review/Audits**

The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a random sampling of patient contacts provides a measure of the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. It is Contractor's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

The EMS Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

### 3. Minimum Clinical Levels and Staffing Requirements

a) **Ambulance Staffing Requirements**

All Ambulances rendering Emergency Ambulance Services under the Agreement staffed and equipped to render paramedic level care and transport with a minimum of one (1) EMT-Paramedic and one (1) EMT-Basic (EMT) to respond to requests from the County designated public safety answering points (PSAP). The paramedic shall be the ultimate responsible caregiver for all patients, but is only required to accompany patients in the back of the Ambulance during patient transports where ALS-level monitoring or care is recommended or required by protocol.

An "emergency ambulance" is defined as transport ambulance responding to requests for emergency medical services staffed with at least one paramedic and one EMT.

At Contractor's sole election and expense, EMT staffing levels on any or all units may be enhanced to higher levels of training.

b) **Personnel Licensure and Certification and Training Requirements**

All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed, as appropriate, to practice in Butte County. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. SSVEMSA certification/licensure requirements may be downloaded from SSVEMSA website. At a minimum, the Contractor shall ensure that ambulance personnel

receive in addition to the required training defined in State and SSVEMSA policies the following training and/or certifications.

**(1) Required Trauma Training**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in PreHospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire or execution of the Agreement.

**(2) Company and EMS System Orientation and On-Going Preparedness**

Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and County communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

**(3) Preparation for Multi-casualty Incident**

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under SSVEMSA Multi-casualty Incident Plan (MCIP), which is on file at SSVEMSA, and prepare them to function in the medical portion of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

**(4) Assaultive Behavior Management Training**

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.

**(5) Driver Training**

Contractor shall maintain an on-going driver-training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by SSVEMSA initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

**(6) Infection Control**

Contractor shall create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc). The Contractor shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.

**(7) Critical Incident Stress Management**

Contractor shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors. Plans for these programs shall be submitted to the Contract Administrator for approval.

**(8) Homeland Security**

Contractor and Contractor's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.

**(9) HIPAA Compliance**

Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services.

**(10) Compliance**

Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers.<sup>5</sup> This training is one component of the required Compliance Plan required of the Contractor.

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<sup>5</sup> Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

Proposer shall describe how it intends to comply with the above training and certification requirements. The Proposer will delineate how these programs will be provided, by whom, and where and other information to help SSVEMSA understand the Proposer's commitment to meet these Core Requirements.

## C. Operations

### 1. Operations Overview

The performance specifications set forth in this RFP require or encourage improvements in the level of service currently being provided in Butte County. Additionally, the RFP provides clarification of expectations and accountability. The following provisions define these expectations, core requirements, and activities required of the Contractor.

#### a) Emergency Response Zones Reconfigured

Current zones have been eliminated and the Emergency Response Zones (ERZ) are defined by ambulance call density. The two zones are distinguished by response times and each zone is applied to multiple areas of the County, which may not be contiguous. The new zones are designated as high call density (A) and low call density (B). These are described on the maps set forth in Appendix 5.

#### b) All 911 and ALS Interfacility Calls

The RFP is an exclusive franchise for all emergency medical calls to include calls received through the 911 system as well as those emergency calls received through means other than 911. The RFP also includes ALS interfacility transports originating in Butte County. The services included in this RFP do not include Critical Care Transports (CCT).

#### c) Primary Response to Isolated Peripheral Areas of the County

While the Contractor has the exclusive right to all 911 calls originating in the County, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, SSVEMSA will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction.

#### d) Substantial Penalty Provisions for Failure to Respond

The Contractor is to deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches. In the event the Contractor does not respond with an ambulance to an emergency medical call, the penalty assessed is substantial, beginning at \$10,000 per incident. A failure to respond shall be defined as Contractor not having an Emergency Ambulance assigned and en route to an emergency request within 60 minutes of call being transferred from a County designated PSAP.

## 2. Transport Requirement and Limitations

As outlined in greater detail in other sections, Contractor has an obligation to respond to all emergency medical requests in the County and provide ambulance transport. However, there are limitations and flexibilities as described herein.

### a) Destinations

Contractor shall be required to transport patients from all areas of the County, in accordance with the SSVEMSA Medical Control Destination Protocols included in SSVEMSA's policies manual.

### b) Prohibition against Influencing Destination Decisions

Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

## 3. Response Time Performance Requirements

"Response times," as defined in subsection 5 below (Response Times), are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, SSVEMSA will not limit Contractor's flexibility in the methods of providing ambulance service. This is based upon Contractor's commitment to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractor's part in one phase of its operation (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the PSAP as to call transfer time in combination with the time stamping of the Contractor's computer aided dispatch system. The County and SSVEMSA will work with the Contractor to assure that the Contractor's dispatch clocks can be synchronized to the area PSAPs.

### a) Description of Call Classification

These Specifications outline four (4) priorities with which Contractor must comply by meeting specified Response Times. The call classification as Emergency or Non-Emergency assignment and as Priority 1 through 3 is accomplished by presumptive prioritization in accordance with the then current Emergency Medical Dispatching protocols as approved by the EMS Medical Director. The fourth priority includes ALS non-emergency interfacility transfers originating at a medical facility within the County.

**b) Response Time Performance Requirements**

The two ERZ -- designated as high call density (A) and low call density (B) -- will be used for Response Time monitoring, reporting, and compliance purposes. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

**(1) Potentially Life Threatening Emergency Response (Priority 1—MPDS<sup>6</sup> categories D, and E)**

Priority 1 responses are defined based on the Medical Priority Dispatch System (MPDS) or protocols approved by SSVEMSA. The Priority 1 responses correspond to the MPDS categories of D (Delta) and E (Echo).

Contractor shall place an emergency Ambulance on the scene of each life-threatening emergency assignment as presumptively designated by the Contractor's dispatch center as Priority 1 and originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 1 response requests as measured within any consecutive 30-day period.

The applicable Response Time performance requirements for the ERZ are specified in Table 4.

For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

**(2) Non-Life Threatening Emergency Response (Priority 2—MPDS categories B and C)**

Priority 2 responses are defined based on the Medical Priority Dispatch System (MPDS) and protocols approved by SSVEMSA. The Priority 2 responses correspond to the MPDS categories of B (Bravo) and C (Charlie).

Contractor shall place an emergency ALS Ambulance on the scene of each non-life threatening emergency assignment as presumptively designated by Contractor's dispatch as Priority 2 and originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 2 response requests as measured within any consecutive 30-day period.

**(3) Non Emergency Response (Priority 3—MPDS category A)**

Priority 3 responses are defined based on the Medical Priority Dispatch System (MPDS) and protocols approved by SSVEMSA. The Priority 3 responses correspond to the MPDS category of A (Alpha).

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<sup>6</sup> MPDS is representative of an emergency medical dispatch system that allows for categorization of calls and the provision of prearrival instructions. Medical Priority Dispatch System is not the only system but is used in this RFP for reference and clarification of the intent.



Contractor shall place an Emergency Ambulance on the scene of at least 90 percent of all Priority 3 non-emergency ambulance requests received from the County PSAPs originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 3 response requests as measured within any consecutive 30-day period.

**(4) Interfacility ALS Transports (Priority 4)**

Priority 4 requests for ambulance service are defined as non-emergency interfacility transports requiring advanced life support monitoring or treatment.

Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 ambulance requests received within fifteen minutes zero seconds (15:00) of the scheduled time. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than two hours from the time the call is received in the Contractor's Dispatch Center. If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level requests.

**c) Summary of Response Time Requirements**

Table 4 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

**Table 4. Response Time Compliance Requirements – All Butte County Emergency Response Zones**

Priority Level	Compliance	High Call Density (A)	Low Call Density (B)
Priority 1	90%	10:00	30:00
Priority 2	90%	15:00	45:00
Priority 3	90%	30:00	60:00
Priority 4	90%	+/- 15 minutes	

**4. Notification of Delays for Non-emergency Responses**

Whenever Emergency Ambulance response volume necessitates temporary delays in non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall furnish a realistic estimate of when service will be available. Notification of the individual or organization does not reduce or eliminate penalties for such delays. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing non-emergency services.

## 5. Response Time Measurement Methodology

Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 4 above.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

### a) Call Receipt

The Contractors' Response Time clock begins at "Call Receipt" which is defined as when the Contractor's dispatch center receives adequate information to identify the location of the call and the priority level, or 60 seconds after the call is answered, whichever is less.

### b) At Scene

"At Scene" time means the moment the first Emergency Ambulance arrives and stops at the location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Dispatch that it is fully stopped. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

### c) Time Intervals

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or is cancelled by a public safety agency.

### d) Failure to Report at Scene Time

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, Contractor may be able to document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

### e) Calculating Upgrades, Downgrades, Turn-around and Canceled Responses

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

#### (1) Upgrades

If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 1 or MPDS Charlie to Delta category), Contractor's compliance and penalties will be calculated based on the shorter of:

- a) Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or
- b) The lower priority Response Time Standard

**(2) Downgrades**

If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 1 to Priority 2), Contractor's compliance and penalties will be determined by:

- a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
- b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of SSVEMSA, the longer standard will apply.

**(3) Reassignment en route**

If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted.

**(4) Canceled Calls**

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.

**f) Response Times outside Primary Service Area are excluded**

Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the County. Responses to requests for service outside the County will not be counted in the total number of calls used to determine compliance.

**g) Each Incident a Separate Response**

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

**h) Response Time Compliance for Individual Emergency Response Zones**

Response time requirements for the two Emergency Response Zones (A and B) shall be reported separately but combined countywide for compliance purposes. Specifically, all responses in the County are included in calculation of noncompliance penalties.

**i) Equity in Response Times throughout the County**

SSVEMSA recognizes that equity in Response Times is largely based upon call and population densities within the service area. In developing Response Time Standards, SSVEMSA has established two (2) call density zones, low and high density for Response Time compliance measurement.

SSVEMSA may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the low call density zones become equal to or greater than the call density to the adjacent high call density zone, then that area will be considered for reclassification for Response Time compliance upon the next anniversary date of the Agreement. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the ERZs.

SSVEMSA reserves the right to look at any area of the County to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation.

**6. Response Time Exceptions and Exception Requests**

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request from county designated PSAPs originating from within County shall be included except as follows:

**a) Multi-casualty Disaster**

The Response Time requirements shall be suspended during a declared multi-casualty incident, medical advisory or disaster in Butte County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided by as requested by Butte County.

**b) Good Cause**

The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s).

Good cause for an exception may include, but is not limited to, unusual system overload, incorrect or inaccurate dispatch information received from the PSAP, disrupted voice or data radio transmission (not due to Contractor equipment/infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather, e.g., fog; when units are providing County authorized mutual aid; and off-road locations.

Unusual system overload is defined as 200 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

**c) Exception Request Procedure**

It is the Contractor's responsibility to apply to SSVEMSA for an exception to a required Response Time.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to SSVEMSA and request that SSVEMSA exclude these runs from calculations and late penalties. Any such request must be in writing and received by the Contract Compliance Manager within 20 business days of the end of the month of occurrence together with that month's performance reports. A request for an exception received after the 20 days will not be considered. The Contract Compliance Manager will review each exception request and make a decision for approval or denial.

Should the Contractor desire to appeal the Contract Compliance Manager's decision, a written request must be submitted to the Director within 10 days after the decision by the Contract Compliance Manager. All decisions by the Director shall be considered final.

## 7. Response-time Performance Reporting Procedures and Penalty Provisions

### a) Response Time Performance Reporting Requirements

#### (1) **Documentation of Incident Time Intervals**

The Contractor shall document all times necessary to determine total ambulance Response Time, including but not limited to time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time . Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and in Contractor's computer aided dispatch system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database for SSVEMSA to extract and corroborate Response Time performance.

#### (2) **Response Time Performance Report**

Within 20 business days following the end of each month, the Contractor's dispatch center shall document and report to SSVEMSA and the County, in a manner required by SSVEMSA, information as specified in Section IV.E.

- a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
- b) Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
- c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

### b) Penalty Provisions

Isolated instances of individual deviations of Response Times shall be treated as instances of minor, non-compliance under the Agreement. However, severe or chronic deviations of Response Time compliance may constitute a default of the Agreement as defined below.

#### (1) **Penalty for Failure to Provide Data to Determine Compliance**

Contractor shall pay County a \$250 penalty each time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

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

**(2) Penalty for Failure to Comply with Response Time Requirements**

Contractor shall pay County a penalty each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for all responses. The responses for the ERZ and priority levels will be accumulated into one performance measure.

Table 5. County Response Time Penalties

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

**(3) Repetitive Non-Compliance**

While the penalties will be based on measurement of response time performance for all responses within the County, the Contractor is required to report performance for each priority level in each ERZ. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances on non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to SSVEMSA within 30 days of being notified of repetitive non-compliance by SSVEMSA. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

**(4) Penalties for Outlier Responses**

An "Outlier" Response Time is defined as a Response Time that is excessive for the category, such that it represents a potential threat to health and safety (Outlier). A penalty shall be imposed for any call for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" set forth in Table 5. Penalties shall be based on ERZ and the Priority level assigned to the call.

The outlier penalty may be in addition to a penalty assessed for failure to meet the Response Time compliance requirements.

Table 6. Outlier Response Time Penalties

Priority Level	Outlier Response Times		Penalty per Outlier
	High Call Density	Low Call Density	
Priority 1	>17:30	>45:00	\$1,500
Priority 2	>26:15	>60:00	\$1,000
Priority 3	>52:30	>90:00	\$750
Priority 4	>25:00		\$750

**(5) Additional Penalty Provisions**

SSVEMSA may impose financial penalties for minor or major breaches of the Agreement. For example, the Agreement will include penalties relating to the failure to provide reports and information to SSVEMSA by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. SSVEMSA may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in the following Table 6. The following specific penalties shall be included in the Agreement:



Table 7. Breach Events and Penalties

<b>Breach Event</b>	<b>Criteria</b>	<b>Penalty</b>
Failure to provide timely operational reports	Operational and Response Time reports are due on specific date after close of month	\$50 per report per day received after specified due date
Failure to leave completed PCR at receiving facility	100 percent of SSVEMSA approved Interim Patient Care Report (an abbreviated patient care report) will be left at the receiving facility prior to departure of the ambulance crew. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours	\$50 for every instance when the Interim Patient Care Report at a minimum, is not left at the receiving facility prior to crew departure. A penalty of \$100 for every completed PCR not provided to the facility within 24 hours of patient delivery.
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit	All calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit	\$1,000 for every incident in which a BLS ambulance responds and transports a patient.
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific date after close of month	\$50 per report or data submission per day received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports are due within a specific time from date of the occurrence as defined in SSVEMSA policies and procedures	\$100 per report per day received after the specified time frame from the date of the occurrence
Failure to respond to an emergency request for a response from a County PSAP	The contractor shall respond to all official requests for a response from the county PSAP. Failure to respond is defined by the Contractor not sending an ambulance en route to an emergency request within 60 minutes of notification from County PSAP	SSVEMSA shall impose a minimum fine of \$10,000 for each failure to respond to an official call by the Contractor. Failure to respond will be defined as any call originating from County PSAP for which the Contractor fails to dispatch and no ambulance responds within one (1) hour of call receipt. Prior to imposition of this penalty, SSVEMSA will conduct an investigation of the incident

**(6) Penalty Disputes**

Contractor may appeal to the SSVEMSA in writing within 20 business days of receipt of notification of the imposition of any penalty or regarding SSVEMSA's penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. Should the Contractor desire to appeal the Contract Administrator's decision, a written request must be submitted to the Director within 10 days. All decisions by the Director shall be considered final.

**8. Fleet Requirement**

The Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent at least 150% of the peak staffing level. For example, if the Contractor's peak number of ambulances is five (5), then the Contractor is to maintain a fleet of at least eight ambulances ( $5 \times 150\% = 7.5$  rounded to 8). If a fraction is derived when multiplying the peak number of units by 150%, the number will be rounded up to the next whole integer. (i.e. 7.5 would be rounded to 8).

**9. Coverage and Dedicated Ambulances, Use of Stations/Posts**

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. SSVEMSA neither accepts nor rejects Proposer's level of effort estimates; rather SSVEMSA accepts the Proposer's commitment to employ whatever level of effort is necessary to achieve the Clinical Response Time and other performance results required by the terms of the Agreement as outlined in these specifications.

Contractor shall deploy ambulance resources in a manner consistent with this goal.

**D. Personnel****1. Treatment of Incumbent Work Force**

A number of dedicated highly trained personnel are currently working in the Butte County EMS system. In the event the Contractor turns out to be other than the incumbent providers, every effort must be made to ensure a smooth transition and to encourage current EMS personnel to remain with the system. To that end, in the event of a change in providers, all current qualified ambulance employees working within Butte County (other than owners and executive management) are to be considered for preferential hiring by any new Contractor. A new Contractor is expected to offer non-supervisory field employees (EMTs and paramedics) employment in substantially similar positions. A new Contractor will consider current employee scheduling and make reasonable efforts to transition its new employees to its organization as smoothly as possible.

Employment stability within the EMS system is an important concern of incumbent employees. Incumbent personnel hired will retain "seniority status" earned while working full-time in the Butte County EMS system.

Contractor will provide full time employees with a wage and benefit program comparable to the employees' current program. If an incumbent provider is successful, it agrees to maintain, at a minimum, current salary and benefit levels for personnel.

SSVEMSA expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation scheduling methods. Contractor's economic efficiencies are not to be derived from the use of sub-standard compensation. The system in no way intends to restrict the ingenuity of Contractor and its employees from working out new and creative compensation (salary and benefits) programs. The system's goal is simply to ensure that Contractor initially and throughout the term of the Agreement provides a financial benefit to encourage employee retention and recruitment for the system.

Proposer shall describe how it intends to maintain continuity of service in the system by employing current personnel and efforts to retain personnel through the term of the Agreement. If the Proposer is the current provider, it shall describe how it intends to retain personnel through the term of the new Agreement.

## **2. Character, Competence and Professionalism of Personnel**

The parties understand that Ambulance services are often rendered in the context of stressful situations. SSVEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the State of California requirements. It is SSVEMSA's intent in requiring a criminal record check that Contractor is made aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. These should include, at a minimum, exclusion from the federal Medicare or Medicaid programs, felony or misdemeanor convictions related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse and spousal abuse. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses.

### 3. Internal Health and Safety Programs

The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training.

The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall comply with EMSA #216 and shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

### 4. Evolving OSHA & Other Regulatory Requirements

It is anticipated, during the term of the Agreement that certain regulatory requirements, for occupational safety and health, including but not limited to infection control, blood-borne pathogens and TB, may be increased. It is SSVEMSA's expectation that Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters.

Contractor shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

### 5. Discrimination Not Allowed

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

## E. Management

### 1. Data and Reporting Requirements

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, SSVEMSA will require Contractor to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis.

**a) Dispatch Computer**

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. SSVEMSA will be provided access to all data maintained by the Computer Aided Dispatch (CAD) system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow SSVEMSA, at Contractor's expense, to install an interface with the CAD to collect and monitor computer-aided dispatch information.

**b) Essential Patient Care Record and Assignment Data**

Contractor shall utilize an electronic patient care record system (PCR) that is NEMSIS and CEMSIS compliant and approved by the SSVEMSA for patient documentation on all EMS system responses including patient contacts, canceled calls, and non-transports. The PCR shall be accurately completed to include all information required by and established in Title 22, Division 9, Chapter 4, Article 8, Section 100700 and information shall be distributed according to established County EMS Policies and Procedures. The Contractor shall leave a copy of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with SSVEMSA policy.

Within 24 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all Priority 1, 2, 3 and 4 ambulance responses. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

Contractor shall identify files or PCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS system data collection.

**c) Records**

Contractor shall complete, maintain, and provide to the SSVEMSA, if requested, adequate records and documentation to demonstrate its performance compliance and aid SSVEMSA in improving, modifying, and monitoring the EMS system.

**d) Monthly Reports Required**

Contractor shall provide, within 20 business days after the first of each calendar month, reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. Response time compliance and customer complaints/resolutions shall be reported monthly. Reports other than Response Time compliance and customer complaints/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than

November 30 of the proceeding year, SSVEMSA shall provide a list of required reports and their frequency and due dates to the Contractor.

Reports shall include, at a minimum:

**(1) Clinical**

- Continuing education compliance reports;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures; and
- A list of trauma transports, by city and by hospital, including all times necessary to calculate each Response Time, on-scene time, and transport to hospital time

**(2) Operational**

- Calls and transports, by priority for each Emergency Response Zone;
- A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time;
- Documentation of all patients meeting trauma criteria including on-scene time and transport to hospital time;
- A list of mutual aid responses to and from system; and
- EMS transports to and from medical aircraft

**(3) Response Time Compliance**

- A list of each emergency call dispatched for which Contractor did not meet the Response Time standard for each Emergency Response Zone and an explanation of why the response was late;
- Canceled transports;
- Exception reports and resolution; and
- Penalties and exemptions

**(4) Response Time Statistical Data**

Within 20 business days following the last day of each month, Contractor shall ensure that ambulance Response Time records are available to SSVEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests within the County. The records shall include the following data elements:

- unit identifier
- location of call – street address
- location of call – city, town or unincorporated County
- location of call - longitude and latitude
- location of call – Emergency Response Zone
- nature of call (EMD Code)

- code to scene
- time call received
- time call dispatched
- time unit en route
- time unit on-scene
- time unit en route to hospital
- time unit at hospital
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- code to hospital
- major trauma
- number of patients transported

**(5) Personnel Reports**

Contractor shall provide SSVEMSA annually with a list of paramedics and EMTs currently employed by Contractor and shall update that list whenever there is a change.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date and California Driver's License number of each person on the list.

**(6) Community/Governmental Affairs Report**

- Number of conducted community education events,
- Public Relations (PR) activities, first responder recognition,
- Government relations contact report.

**(7) Electronic Access to Report**

Contractor shall provide access capability to SSVEMSA, at the Contractor's expense, to provide SSVEMSA access to all PCRs and provide a mechanism to create customized reports for SSVEMSA monitoring and review.

**(8) Other Reports**

Contractor shall provide SSVEMSA with such other reports and records as may be reasonably required by the Contract Administrator.

## F. EMS System and Community

### 1. Participation in EMS System Development

SSVEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. SSVEMSA requires that its Contractor actively participate in EMS activities, committee meetings, and work groups. Contractor agrees to participate and assist in the development of system changes.

### 2. Accreditation

Within 24 months following commencement of the term of the Agreement, the Contractor will attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. The Contractor shall maintain its accreditation throughout the term of the Agreement.

### 3. Multi-casualty/Disaster Response

Contractor shall cooperate with SSVEMSA in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the SSVEMSA plans.

In the event the County declares a disaster within the County, the Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison.

In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to maintain primary Emergency services and may suspend non-emergency services as required.

At a multi-victim scene, Contractor's personnel shall perform in accordance with appropriate SSVEMSA multi-victim response plan and within Incident Command System (ICS).

During a disaster declared by the County, SSVEMSA will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from response-time criteria. When Contractor is notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area of responsibility and shall resume all operations as required under the Agreement.



a) **Internal Disaster Response Notification**

Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

b) **Incident Notification**

Contractor shall have a mechanism in place to communicate current field information to appropriate SSVEMSA or County staff during multi-casualties, disaster response, hazardous materials incidents, and other unusual occurrences.

c) **Ambulance Strike Team**

Contractor shall assist SSVEMSA in providing personnel, vehicles, equipment, and supplies in response to a disaster mutual aid request for deployment of an Ambulance Strike Team. The Contractor units will join with units from other areas and be formed into Ambulance Strike Teams as identified by the EMSA Ambulance Strike Team Guidelines.

Contractor is encouraged to have staff members trained and certified as Ambulance Strike Team Leaders.

d) **Interagency Training for Exercises/Drills**

Contractor shall participate in SSVEMSA sanctioned exercises and disaster drills and other interagency training.

**4. Mutual-aid and Stand-by Services**

a) **Mutual Aid Requirements**

Contractor shall respond in a mutual aid capacity to other service areas outside of the County if so directed by Contract Administrator or in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the County.

If the Contractor utilizes mutual aid support from a specific agency more than 200 percent of the mutual aid support that it provides the specific agency, the Contractor will pay to SSVEMSA \$250 per response over the 200 percent threshold.

The mutual aid responses will be monitored and counted on a quarterly basis and any Contractor payments due will be invoiced by SSVEMSA and paid within 30 days of the invoice.

If there is an existing formal agreement in place to address those areas of the County that may be more quickly reached from services outside of the County, the provider will document those requests separately of the other mutual aid requests and these requests will not be included when calculating the percentage of Contractor requested mutual aid.

**b) Stand-by Service**

Contractor shall provide, at no charge to SSVEMSA or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a County designated public safety dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by Contract Administrator.

**5. Permitted Subcontracting**

The Contractor may contract with an ALS provider for ALS interfacility transports/transfers. Such agreement must be approved by SSVEMSA. The sub-contracting entity must meet the SSVEMSA's minimum requirements for an ALS paramedic service. The Contractor remains responsible and accountable to meet Response Time and reporting requirements and the Contractor is liable to pay any penalties for non-performance by the subcontractor.

Contractor may subcontract medical dispatch center services to another agency within or outside of the County. Regardless, the Contractor will retain accountability and responsibility for the performance of the Dispatch Center. Such agreement must be approved by SSVEMSA.

**6. Communities May Contract Directly for Level of Effort**

This RFP and the Agreement are focused on Contractor performance. There are no provisions for a level of effort or requiring ambulances to be placed in specific areas of Butte County.

The Contractor may contract directly with cities and communities to have an ambulance located within their community. Such arrangements are subject to the approval of SSVEMSA and shall not be at SSVEMSA's expense.

**7. Supply Exchange and Restock**

The Contractor will restock basic life support supplies on a one-for-one basis based on utilization on calls by first response agencies.

## 8. Handling Service Inquiries and Complaints

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

Contractor shall submit to SSVEMSA each month a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the EMS Medical Director within twenty-four (24) hours.

## G. Administrative Provisions

### 1. Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities

The Contractor will reimburse SSVEMSA for a portion of its expenses related to conducting this procurement, monitoring and managing the Agreement, provision of medical direction and conducting periodic procurements. The Contractor shall pay to SSVEMSA a one-time payment of fifty thousand dollars (\$50,000) due upon execution of the Agreement and twenty thousand dollars (\$20,000.00) per year which is to be paid quarterly (\$5,000) in arrears with the first payment due three months after the commencement of the Agreement.

### 2. No System Subsidy

The Contractor will operate the EMS system without any subsidy from SSVEMSA or the County except for the subsidy provided for CSA 37. RFP specifications are designed to provide increased accountability without undue operational or financial burden for providers.

### 3. Contractor Revenue Recovery

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

#### a) Patient Charges

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates proposed in response to this RFP and as subsequently approved by the SSVEMSA. The current rates are included in Appendix 6.

#### b) Fee Adjustments

The Contract Administrator will approve annual increases to patient charges based on changes in the Consumer Price Index for All Urban Consumers. The annual rate increases will be the greater of three (3) percent or the increase of the CPI for any given year. All changes in the transport fees must be approved by SSVEMSA.

In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months of the commencement of the Agreement. If Contractor believes an adjustment is warranted, the Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the first anniversary of the Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. The Contract Administrator shall review the application and forward his or her recommendation to the Director, who shall have the authority to approve or disapprove the request. Approval of rate changes is required before they can become effective.

#### **4. Federal Healthcare Program Compliance Provisions**

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

##### **a) Medicare and Medicaid Compliance Program Requirements**

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

Contractor will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. The Contractor will submit the report to SSVEMSA within 120 days of the end of each contract year.

##### **b) HIPAA Compliance Program Requirements**

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

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

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

#### **5. State Compliance Provisions**

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with county and SSVEMSA policies, procedures, and protocols.

#### **6. Billing/Collection Services**

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

1. electronically generate and submit Medicare and MediCal claims;
2. itemize all procedures and supplies employed on patient bills; and
3. be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries

Contractor shall not attempt to collect its fees at the time of service.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

#### **7. Contractor Compensation from County**

It is the County, SSVEMSA and Contractor's shared goal to perform the EMS services outlined herein while requiring no subsidy other than the subsidy provided for County Service Area 37/Biggs-Gridley per Ordinance No.69-155 (see Appendix 3 ) during the term of the Agreement.

a) **Market Rights**

SSVEMSA shall not enter into agreements with any other provider for ground response to emergency requests for ambulance service within County during the term of this Agreement. Furthermore, SSVEMSA will make reasonable efforts to ensure the Contractor's exclusivity of ALS interfacility transports originating within the EOA.

SSVEMSA reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this Contract, SSVEMSA may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most appropriate emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same as or less than the estimated air transport time.

**8. Accounting Procedures**

a) **Invoicing and Payment for Services**

SSVEMSA shall render its invoice for any fines or penalties to the Contractor within 30 business days of the SSVEMSA's receipt of the Contractor's monthly performance reports. The Contractor shall pay SSVEMSA on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to SSVEMSA or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

b) **Audits and Inspections**

Contractor shall maintain separate financial records for services provided pursuant to the Agreement in accordance with generally accepted accounting principles.

With reasonable notification and during normal business hours, SSVEMSA shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to SSVEMSA at the Contractor's Butte County office or other mutually agreeable location. SSVEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment agreements.

On an annual basis, the Contractor shall provide SSVEMSA with audited financial statements by certified public accountants for Contractor's ambulance operations in Butte County and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation.

Contractor may be required by SSVEMSA to provide SSVEMSA with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

## 9. County Permit

SSVEMSA oversees ambulance services and CCT services within the County. Pursuant to SSVEMSA policies, an ambulance company must obtain the appropriate ambulance service permits.

The application information is available at the SSVEMSA website of [www.ssvems.com](http://www.ssvems.com) and a copy of the current county ordinance can be found in Appendix 4.

## 10. Insurance Provisions

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage is listed in Appendix 9.

## 11. Hold Harmless / Defense / Indemnification / Taxes / Contributions

- a) In General. To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, SSVEMSA and the officers, agents, employees and volunteers of County and SSVEMSA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of County or SSVEMSA or their officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege attorney-client privilege, or attorney work product privilege.

- b) Employee Character and Fitness. Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold County, SSVEMSA and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

## 12. Performance Security Bond

Contractor shall furnish performance security in the amount of one million dollars (\$1,000,000) in one of the following forms:

- a) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to SSVEMSA; or
- b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to SSVEMSA and from a bank or other financial institution acceptable to SSVEMSA.

## 13. Term of Agreement

The initial term of the Agreement ultimately executed by Contractor shall be for a period of five (5) years commencing at 12:01 a.m. on May 1, 2013 and terminating at midnight, April 30, 2018.

## 14. Earned Extension to Agreement

If, at the sole judgment and discretion of SSVEMSA, the Contractor is deemed to be substantially in compliance with the specifications defined in this RFP and the resulting Agreement, SSVEMSA will grant an extension of the Agreement for up to five (5) additional years. SSVEMSA shall make the offer of extension by formal written notice to the Contractor at least eighteen (18) months prior to the scheduled end of the term of the Agreement.

If the Contractor does not want to continue providing services to SSVEMSA as stipulated in the Agreement after the end of the Term, the Contractor must give notice of its intent not to extend the Agreement at least seventeen (17) months prior to the scheduled end of the term of the Agreement.



## 15. Continuous Service Delivery

Contractor expressly agrees that, in the event of a default by Contractor under the Agreement, Contractor will work with SSVEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist SSVEMSA to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

## 16. Annual Performance Evaluation

SSVEMSA may evaluate the performance of the ambulance Contractor on an annual basis. An evaluation report will be provided to the SSVEMSA Board and Butte County Board of Supervisors.

The following information will normally be included in the performance evaluation:

- a) Response Time performance standards assessed with reference to the minimum requirements in the Contract;
- b) Clinical performance standards assessed with reference to the minimum requirements in the Contract;
- c) Initiation of innovative programs to improve system performance;
- d) Workforce stability, including documented efforts to minimize employee turnover;
- e) Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement; and
- f) Compliance with information reporting requirements

## 17. Default and Provisions for Termination of the Agreement

SSVEMSA shall have the right to terminate or cancel the Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches the Agreement and fails to correct such default within seven (7) days following the service on it of a written notice by SSVEMSA specifying the default or defaults complained of and the date of intended termination of rights absent cure.

### a) Definitions of Breach

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

1. Failure of Contractor to operate the ambulance service system in a manner which enables SSVEMSA or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and county laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated infractions shall constitute a material breach;

2. Willful falsification of data supplied to SSVEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under the Agreement;
3. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in Section G.23;
5. Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;
6. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
7. Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
8. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
9. Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
10. Failure of Contractor to meet Response Time requirements for three consecutive measurement periods in a single category and after receiving notice of non-compliance from Contract Administrator;
11. Failure of Contractor to comply with the vehicle lease provisions;
12. Failure of Contractor to cooperate and assist County in the investigation or correction of any "Minor Breach" conditions;
13. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
14. Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
15. Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
16. Failure to timely prepare and submit the required annual audit; and
17. Any other willful acts or omissions of Contractor that endanger the public health and safety.

## 18. Termination

### a) Written Notice

The Agreement may be canceled immediately by written mutual consent.

**b) Failure to Perform**

SSVEMSA, upon written notice to Contractor, may immediately terminate the Agreement should Contractor fail to perform properly any of its obligations. In the event of such termination, SSVEMSA may proceed with the work in any reasonable manner it chooses. The cost to SSVEMSA of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to SSVEMSA's rights otherwise to recover its damages.

**19. Emergency Takeover**

In the event SSVEMSA determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Board.

If the Board concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the SSVEMSA to affect an immediate takeover by the SSVEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 72 hours after Board decision to execute the emergency takeover.

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

Contractor shall deliver ambulances, dispatch and communications system, facilities and crew stations to the SSVEMSA in mitigation of any damages to SSVEMSA resulting from the Contractor's breach. However, during the SSVEMSA's takeover of the ambulances and equipment, SSVEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, SSVEMSA shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude SSVEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Board's findings or the nature and amount of the SSVEMSA's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with SSVEMSA to effect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Board was made in error.

SSVEMSA shall have the right to authorize the use of vehicles and equipment by another company. Should SSVEMSA require a substitute contractor to obtain insurance on equipment, or should SSVEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

SSVEMSA agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, SSVEMSA shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

SSVEMSA may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer, than SSVEMSA judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means SSVEMSA chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to SSVEMSA during an emergency takeover period. Contractor shall maintain and provide to SSVEMSA a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to SSVEMSA within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

## 20. Transition Planning

### a) Competitive Bid Required

Contractor acknowledges that SSVEMSA intends to conduct a competitive procurement process for the provision of emergency ambulance service within SSVEMSA's Exclusive Operating Areas prior to the termination of this Contract. Contractor acknowledges and agrees that SSVEMSA may select a different ambulance service provider to provide exclusive emergency ambulance services following said competitive procurement process.

**b) Future Bid Cycles**

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

**21. SSVEMSA's Remedies**

If conditions or circumstances constituting a Default as set forth in Section IV.G.17 exist, SSVEMSA shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement and/or the right to pursue Contractor for damages and the right of emergency take-over as set forth in Sections IV.G.19. All SSVEMSA's remedies shall be non-cumulative and shall be in addition to any other remedy available to SSVEMSA.

**22. Provisions for Curing Material Breach and Emergency Take Over**

In the event the Board determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of the Agreement. In the event of a material breach, SSVEMSA shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice and which notice should include the reason why such material breach endangers the public's health and safety. Within 24 hours of receipt of such notice, Contractor shall deliver to SSVEMSA, in writing, a plan of action to cure such material breach. If Contractor fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of SSVEMSA) or Contractor fails to timely deliver the cure plan to SSVEMSA, SSVEMSA may request the Board to execute an emergency take-over of Contractor's operations. Contractor shall cooperate completely and immediately with SSVEMSA to affect a prompt and orderly transfer of all responsibilities to SSVEMSA.

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 takeover of operations by SSVEMSA. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred, shall be initiated, and shall take place only after the emergency take-over has been completed.

Contractor's cooperation with and full support of such emergency take-over shall not be construed as acceptance by Contractor of the findings and default, and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of Default was made in error. However, failure on the part of Contractor to cooperate fully with SSVEMSA to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by SSVEMSA was made in error.

For any default by Contractor which does not endanger public health and safety, or for any default by SSVEMSA, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.

### 23. "Lame-duck" Provisions

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

- a) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
- b) Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement or placing an undue burden on the subsequent Contractor;
- c) SSVEMSA recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. SSVEMSA shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as

long as such transition activity does not impair Contractor's performance during this period; and

- d) Should SSVEMSA select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence

## 24. General Provisions

### a) Assignment

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

### b) Permits and Licenses

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

### c) Compliance with Laws and Regulations

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

### d) Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of Agreement.

### e) Retention of Records

Contractor shall retain all documents pertaining to Agreement for seven (7) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this

Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of SSVEMSA, the County, the State of California, and the United States Government.

**f) Product Endorsement/Advertising**

Contractor shall not use the name of Butte County for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

**g) Observation and Inspections**

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

At any time during normal business hours and as often as may be reasonably deemed necessary by SSVEMSA, SSVEMSA representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, and patient records pertaining to the Agreement. SSVEMSA may audit, copy, make transcripts, or otherwise reproduce such records for SSVEMSA to fulfill its oversight role.

**h) Omnibus Provision**

Contractor understands and agrees that for seven years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents and records that are necessary to certify the nature and extent of the reasonable costs of services.

**i) Relationship of the Parties**

Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Contractor is an independent contractor and is not an employee of County or SSVEMSA. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related tax. Nothing in the Agreement shall create any right or remedies in any third party. The Agreement is entered solely for the benefit of the County, SSVEMSA, and Contractor.



**j) Rights and Remedies Not Waived**

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without compensation from SSVEMSA or County except as expressly defined for CSA 37. The acceptance of work under the Agreement shall not be held to prevent SSVEMSA's maintenance of an action for failure to perform work in accordance with the Agreement.

**k) Consent to Jurisdiction**

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Butte County, California.

**l) End-term Provisions**

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

**m) Notice of Litigation**

Contractor shall agree to notify SSVEMSA within 24 hours of any litigation or significant potential for litigation of which Contractor is aware.

**n) Cost of Enforcement**

If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

**o) General Contract Provisions**

In addition to the specific contract provisions listed this document; the written Agreement will include general conditions required by SSVEMSA in contracts such as those listed herein.

## SECTION V. COMPETITIVE CRITERIA

This section sets forth the competitive performance criteria to be competitively assessed and scored by the Review Panel (the Competitive Criteria).

For each Competitive Criterion, the narrative below defines a base level of performance to which every Proposer must agree (the Minimum Requirements). This agreement must be unqualified and expressly stated in the Proposal. If a Proposer fails to agree to any Minimum Requirement related to any Competitive Criterion, SSVEMSA may, in its discretion, declare the Proposal unresponsive and disqualified. The Proposer must agree to the Minimum Requirements regardless of whether the Proposer goes on to propose levels of performance that are higher than contained in the Minimum Requirements for a given Competitive Criterion. For Proposers offering to meet but not exceed the Minimum Requirements for a given Competitive Criterion, the Proposal must set forth the information requested below regarding the manner in which the Proposer will meet the performance level specified in the Minimum Requirements.

For each Competitive Criterion, Proposers are encouraged to propose levels of performance higher than the Minimum Requirements. The narrative describes the policy and operational goals for each Competitive Criterion, which SSVEMSA is seeking to maximize through competition. It also provides guidelines and examples to illustrate how the policy and operational goals might be promoted. However, the specific concepts and activities comprising these examples are neither specifically required nor exclusive. The Competitive Criteria provide an opportunity for a Proposer to differentiate its proposed service from that of other Proposers and to demonstrate the organizational capabilities and experience which it would bring to bear if it becomes the Contractor.

Because every Proposer is required to commit to the Minimum Requirements, no points shall be awarded in connection with a Competitive Criterion unless a higher level of performance is proposed. Points available for each Competitive Criterion for which a higher level of performance is proposed shall be scored as set forth in Section II.G.

A goal of this RFP is to increase the levels of communication, cooperation, collaboration, and in some cases functional integration among the different entities comprising the EMS system. This goal is furthered by various provisions in the Core Requirements and in the Minimum Requirements. In addition, certain of the Competitive Criteria invite Proposers to propose higher levels of collaboration.

## A. Clinical

### 1. Competitive Criterion: Quality Improvement

#### a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement

SSVEMSA requires that the Contractor develop and implement a comprehensive quality management program that incorporates assuring compliance with the Agreement, minimum performance standards, and rules and regulations. The program shall also include process measurement and process improvement that is integrated with the EMS system's quality management program. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and SSVEMSA and based on current EMS research and call demand. SSVEMSA ultimately will approve and implement the quality monitoring and improvement plan to be used in the County by all EMS system participants. Proposers should review SSVEMSA's quality management program requirements at its website.

SSVEMSA is not seeking overly complex systems or processes that focus on stipulated categories of patients, EMS calls, or providers. Proposers must commit to a clear, concise, and implementable set of processes and practices designed to produce tangible improvements for the patients and other customers served by the EMS system, the Proposer's employees who serve Butte County, and the other agencies involved in the Butte County EMS system.

In addition to generally committing to these Minimum Requirements, Proposers shall illustrate their ability to achieve them by describing their overall approach to comprehensive quality management.

#### b) Higher Levels of Commitment—Quality Management

In the majority of American EMS systems, "quality management" is limited to a retrospective evaluation of patient care reports. A growing number of EMS systems, however, are expanding the scope of their quality management efforts to include clinical performance indicators paired with an education system designed to effect clinical improvements. SSVEMSA is committed to such a comprehensive model of quality management that, while patient centered, encompasses all vital functions within the system. This Competitive Criterion encourages Proposers to join in this commitment.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

A Proposal might incorporate the 2011-2012 Baldrige National Quality Program: Health Care Criteria for Performance Excellence. A copy of this program can be downloaded at [www.quality.nist.gov](http://www.quality.nist.gov) . The core areas addressed by this process provide a solid framework for a comprehensive and progressive quality management program. These areas include:

- Leadership;
- Strategic Planning;
- Focus on Patients, Other Customers and Markets;
- Measurement, Analysis, and Knowledge Management;
- Workforce Engagement;
- Process Management; and
- Results.

The Proposer's quality management capability could be supported by providing a list of Key Performance Indicators (KPI) for each of the key result areas utilized in Proposer's operations and proposed for Butte County. Include a specific data definition and data source for each KPI.

## 2. Competitive Criterion: Clinical and Operational Benchmarking

It is important for an organization to monitor and measure performance in all aspects of its operations. The definition of what activities are to be measured and monitored is an essential component.

### a) Minimum Requirements— Clinical and Operational Benchmarking

Benchmarking of Key Performance Indicators (KPIs) including KPIs focused on clinical care is required. Some of the measurements may be process oriented in lieu of outcome measurements. It is anticipated that the KPI will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director and SSVEMSA. The Contractor shall provide, on a monthly basis, information necessary to benchmark KPIs. KPIs focusing on clinical activities to be measured will include, at a minimum:

1. Response time performance by zone, priority, and County-wide;
2. Presumptive impressions at dispatch compared to field intervention;
3. Scene time and total pre-hospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma;
4. Cardiac arrest survival in accordance with Utstein protocols;
5. Fractal measurement of time to first defibrillation;
6. Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients;

7. Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure;
8. Compliance with protocols, procedures, and timelines for patients with asthma or seizures;
9. Compliance with protocols, procedures, and timelines for patients with cardiac arrest;
10. Compliance with protocols, procedures, timelines, and destinations for trauma patients;
11. Compliance with protocols, procedures, and timelines for patients with presumed stroke symptoms;
12. Compliance with protocols, procedures, and timelines for assessment of pain relief;
13. Successful airway management rate by entire system, provider type and individual, including EtCO2 detection;
14. Successful IV application rate by entire system, provider type and individual;
15. Complaint management;
16. Paramedic skill retention;
17. Use of mutual aid; and
18. Safety.

Contractor will be required to produce a periodic report that describes overall compliance with protocols and provides an analysis of which protocols have the most compliance challenges.

Proposers should describe their current and proposed benchmarking, KPI monitoring, and its method for regularly assessing compliance with EMS Medical Protocols.

**b) Higher Levels of Commitment—Clinical and Operational Benchmarking**

Measuring and monitoring KPIs on a regular and consistent basis promotes an organization's improvement and development. EMS organizations that are committed to improvement not only measure and monitor, but use the results to effect change. Proposers can demonstrate a higher level of commitment to measurement, monitoring, benchmarking, and improvement by documenting performance indicators that they measure and describing the use of the results.

Non-clinical performance indicators are relevant for operational, financial, or organizational advancement. Incorporating such focus areas demonstrates a higher level of commitment to performance and improvement.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

The Contractor's system for benchmarking might include non-clinical KPIs such as:

- employee injuries;
- vehicle collisions (>\$250 damage) per 100,000 fleet miles;
- critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles;
- consumer satisfaction;
- employee turnover; and
- employee satisfaction.

Other KPI benchmarking might include comparing clinical data published by the National Association of EMS Physicians or other national organizations comparing the system with other similarly designed clinically sophisticated systems. The organization's approach to learning and performance improvement using industry and non-industry benchmarking can also demonstrate higher levels of capability and commitment.

Participation in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. The Proposer might demonstrate a higher level of commitment by describing past participation in and proposed out-of-hospital research projects. For illustration, such projects might include but are not limited to research involving:

- Impacts of Public Access Defibrillation (PAD);
- Reduction of "at scene" time;
- Reduction of "at patient" status to first shock or ALS intervention;
- Other research projects as approved by the EMS Medical Director.

### **3. Competitive Criterion: Dedicated Clinical Oversight Personnel**

It is SSVEMSA's goal that all organizations participating in the Butte County EMS system have adequate and competent oversight and management of the clinical services and quality improvement activities.

#### **a) Minimum Requirements—Clinical Leadership Personnel**

A senior manager shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs.

The Contractor shall also designate an individual (this could be the senior manager referred to in the preceding paragraph or another individual) to implement and oversee the Contractor's on-going clinical quality program. This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement.

Proposers are required to document their commitment to have the senior members of their Butte County operating unit actively participate in the leadership and oversight of the EMS quality management system. This commitment includes but is not limited to active participation of Proposer's senior leadership in meetings related to EMS and public health and safety coordinated by SSVEMSA and Butte County and actively participating in projects designed to improve the quality of EMS in the County of Butte.

The Proposer shall describe its commitment of leadership to clinical quality and describe the individual to oversee its clinical quality program including a job description and reporting relationships.

**b) Higher Levels of Commitment—Clinical Leadership Personnel**

An organization's commitment is demonstrated by the caliber, qualifications, and expertise dedicated to an endeavor.

1. Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.
2. Implementing specific programs and activities to fully engage the workforce in quality management, such as peer review activities, medical audits, etc.;
3. The quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects;
4. Methods used to communicate openly with the workforce and to assess the effectiveness of this communication;
5. Activities used by the organization to communicate performance data to the members of the workforce involved in the process whose performance is being monitored;
6. Strategies used by the organization's leadership team to promote legal and ethical behavior for themselves and the entire organization;
7. The organization's process for handling breaches of ethical behavior;
8. Activities of the organization's leadership to promote a culture focused on patient and employee safety; and
9. Procedures used by the organization to handle situations that have or may have had an adverse impact on patients or the public.

**4. Competitive Criterion: Medical Direction**

Ambulance services employ Medical Directors to lead the clinical care services. The involvement, commitment, and expertise expected from the Medical Director should directly contribute to clinical service levels, quality of care and quality management and improvement

**a) Minimum Requirements—Medical Direction**

Proposer shall engage a physician as its Medical Director to oversee the Contractor's clinical activities. The Proposer shall identify its Medical Director and provide a curriculum vita outlining his or her experience and qualifications.

**b) Higher Levels of Commitment— Medical Direction**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

1. Demonstrate higher levels of Medical Direction commitment by emphasizing the Medical Director's qualifications such as Board Certification in Emergency Medicine, completion of the EMS Medical Director's Course, etc.
2. Committing the Medical Director to active involvement with the Contractor and its employees, training, research, field observation, and pledges to work with the EMS System's Medical Director.
3. Committing to support its Medical Director in liaising with other members of the Butte County medical community to identify and support the system's standard of care and to identify and resolve issues that may arise.

**5. Competitive Criteria: Focus on Patients and Other Customers**

Clinical quality is not measured solely by the patient's physical outcome. It is important to monitor and analyze the entire interaction of the patient and customers within the EMS system.

**a) Minimum Requirements—Focus on Patients and Other Customers**

At a minimum, the Contractor shall have a comprehensive mechanism for handling patient and customer complaints or issues. The Proposer shall describe the organization's mechanism for managing complaints. Include methods for receiving, investigating, resolving, and tracking complaints. Include the method for analyzing complaint patterns along with examples of improvement activities that have resulted from this analysis.

Contractor shall establish and publish a Customer Access Hotline giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The hotline number will be published in the local telephone directory and on the Contractor website and publicized at local healthcare facilities, fire stations, and public safety agencies. Members of the Contractor's leadership team are to be automatically notified of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.



**b) Higher Levels of Commitment—Focus on Patients and Other Customers**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

1. Identify how the organization determines the desires, needs, and expectations of patients and other customers. Include a list of key customer groups other than patients.
2. Discuss the mechanisms the organization uses to incorporate the “voice of the customer” in planning processes.
3. Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity, and gender. Describe the organization’s system for assuring and monitoring equitable EMS care to traditionally underserved patients such as the elderly, substance abusers and mental health patients as well as to all patients based on neighborhood, age, gender, and ethnicity.
4. Describe and provide detailed examples of the methods the organization uses to assess and monitor the effectiveness at meeting the needs and desires of patients and other customers. If possible, provide examples of what you have learned by using these monitoring methods and the action you have taken to improve the service to patients and other customers.
5. Most EMS systems engage in infection control practices designed to protect providers from acquiring infections. Very few EMS systems engage in hygiene practices that are designed to protect patients from contamination. Describe the mechanism for providing infection control for employees, system partners in healthcare and patients.

**6. Competitive Criterion: Continuing Education Program Requirements****a) Minimum Requirements— Continuing Education**

Contractor shall provide in-house or sub-contracted in-service training programs designed to meet state and SSVEMSA licensure/certification requirements at no cost to employees. All in-service and continuing education programs must comply with state regulations. The EMS Medical Director may mandate specific continuing education programs and content requirements, and SSVEMSA may review and audit any continuing education programs offered by the Contractor.

**b) Higher Levels of Commitment—Continuing Education**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

1. Targeting educational content to address local system needs;
2. Expanded content of training program offerings;
3. Introduction of innovative educational/training methods; and
4. Measuring competency with specified skill sets.

## B. Operations

### 1. Competitive Criterion: Dispatch and Communications

Ambulance Response Times are impacted by the efficiency and reliability of the dispatch system referring calls to the sometimes-complex communication chain connecting a local resident or visitor who has just dialed 911 to the ambulance crew, which is asked to respond to the incident address. This communication chain varies between different jurisdictions within Butte County.

This RFP is intended to promote a higher level of collaboration between the Contractor and County PSAPs and public safety agencies to improve the efficiency and reliability of communications between those entities. The goal in this Competitive Criterion is to reduce Response Times and promote a seamless dispatch process by minimizing the transfer of calls or information from the calls.

#### a) Minimum Requirements—Dispatch and Communications

The Contractor shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by County Public Safety Access Points. As soon as a call is determined to be a medical call, the County PSAPs will pass the call to the Contractor's dispatch center. The Contractor is responsible to provide Emergency Medical Dispatch call prioritization as to acuity and provide medical pre-arrival instructions in accordance with national (Medical Priority Dispatch System) and SSVEMSA approved standards.

Staffing levels shall be such that electronic or telephonic notifications from the County designated public safety dispatch centers are answered or responded to within fifteen (15) seconds.

Contractor shall adequately train and prepare emergency ambulance dispatchers to process emergency medical requests for service utilizing Medical Priority Dispatch protocols. Said dispatchers shall be given a company orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of Contractor's ambulance dispatch system and shall within six (6) months of contract start, obtain Emergency Medical Dispatch certification.

Contractor shall be responsible for all mobile radio equipment and cellular phones for use in the field including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system. This will enable Contractor to effectively receive communications from the Contractor's Dispatch Center and shall be capable of receiving and replying to such requests for emergency ambulance services by voice or data linkage.

1. Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this Agreement including communicating with hospitals and other public safety agencies as required in a declared disaster situation. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient. The Contractor's ambulance crews shall be capable of transmitting 12-lead ECG to receiving facilities.
2. Contractor shall equip all ambulances and supervisory vehicles used in performance of services in Butte County with radio equipment for communications with Contractor's Dispatch Center, suitable for operation on the (CALCORD) California On-Scene Emergency Coordination Radio System and for communication with hospital receiving facilities.
3. Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission (FCC), and in conformance with all applicable SSVEMSA rules and operating procedures.
4. Contractor shall ensure access to cellular telephones for use on ambulances and supervisory units.
5. Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices.

Proposers shall fully describe how they intend to comply with the minimum requirements listed above and include a description of the equipment and technology to be used.

**b) Higher Levels of Commitment— Dispatch and Communications**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

1. Equip all ambulances with Mobile Data Terminals (MDT).
2. Contractor may apply for and achieve Center of Excellence or comparable certification for its dispatch center.
3. Provide access for SSVEMSA staff members to access the Contractor's CAD to audit and create reports for system performance monitoring.
4. Other Strategies to Reduce Response Times: Proposers may propose other reasonably achievable strategies to be undertaken at the Contractor's expense which would be likely to materially reduce ambulance Response Times across all or any significant part of the EMS system.

**2. Competitive Criterion: Vehicles**

Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor.

**a) Minimum Requirements—Vehicles**

At a minimum, the Contractor shall meet the requirements listed below.

1. All ambulances shall meet the standards of Title XIII, California Code of Regulations.
2. Ambulance vehicles used in providing contract services shall bear the markings "Butte County Emergency Medical Services" in at least four (4) inch letters on both sides. Such vehicles shall display the "911" emergency telephone number and state the level of service, "Paramedic Unit," on both sides.
3. Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement.
4. Overall design, color, and lettering are subject to the approval of the Contract Administrator.
5. Proposer shall describe the ambulance and supervisory vehicles to be utilized for the services covered under the Agreement.
6. Ambulance replacement shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System.
7. Each ambulance shall be equipped with GPS route navigation capabilities.

**b) Higher Levels of Commitment—Vehicles**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

1. Documenting the type, age, mileage, and configuration of the ambulance fleet and supervisory vehicles; and
2. Installing equipment and selecting vehicles that provide innovations for safety, specialized transport capabilities, reduced environmental impact, etc.

**3. Competitive Criterion: Equipment**

Acquisition and maintenance of all equipment including parts, supplies, spare parts, and costs of extended maintenance agreements shall be the responsibility of the Contractor.

**a) Minimum Requirements—Equipment**

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment will meet or exceed the minimum requirements of SSVEMSA's Ambulance Equipment and Supply List. A listing of the required on-board equipment, medical equipment, and supplies can be found on SSVEMSA's website. Contractor shall also comply with the specific pediatric equipment requirements as specified in EMSA #188, *Pediatric Equipment for ambulance and First Responders*.

Contractor agrees that equipment and supply requirements may be changed with the approval of the Contract Administrator due to changes in technology.

SSVEMSA may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list as determined by SSVEMSA, the SSVEMSA may:

1. Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission;
2. Subject the Contractor to a \$500.00 penalty; and
3. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. SSVEMSA may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

**b) Higher Levels of Commitment—Equipment**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

Providing equipment or technologies above that required by the minimum equipment list. These additional items may include advances in clinical care capabilities, opportunities for increasing safety for crewmembers and patients, and items to increase ease of work, improve efficiency or make efforts more effective.

**4. Competitive Criterion: Vehicle and Equipment Maintenance**

**a) Minimum Requirements—Vehicle and Equipment Maintenance**

Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. SSVEMSA expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service.

The appearance of ambulances and equipment impact customers' perceptions of the services provided. Therefore, SSVEMSA requires the Ambulances and equipment that have defects, even significant visible but only cosmetic damage, be removed from service for repair without undue delay.

Contractor must ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system.

All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Contractor's expense.

**b) Higher Levels of Commitment—Vehicle and Equipment Maintenance**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

1. Proposer offers to exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services; and/or
2. The Proposer describes how it will exceed minimum requirements for the testing, monitoring, maintaining, and retaining documentation for all bio-medical equipment such as complying with the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard.

**5. Competitive Criterion: Deployment Planning**

The Contractor will be expected to work continuously to refine and improve its coverage and deployment plans throughout the term of the Agreement. All plan modifications will be at Contractor's sole discretion and expense.

**a) Minimum Requirements—Deployment Planning**

Contractor shall agree to deploy its ambulances in such a manner to achieve the Response Time requirements. The Contractor shall also commit to modify and adjust its deployment strategies in the event that Response Time performance is not complying with the standards or if it is identified that there are areas of the County, which are chronically experiencing delayed responses.

The Proposer shall describe its methods and initial deployment plans to be used in Butte County. A description of the methodology used by the organization to monitor and modify its plans will also be documented.

**b) Higher Levels of Commitment—Deployment Planning**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

1. The Proposer describing sophisticated processes it has developed or used to achieve exemplary Response Time performance; and/or
2. The identification and use of technologies or managerial processes to enhance Response Time performance.

**C. Personnel**

SSVEMSA recognizes that those employed in the Butte County EMS system ultimately determine the effectiveness and quality of the service. Proposers are encouraged to focus on employees especially as it pertains to safety, workload, advancement opportunities, and compensation.

**1. Competitive Criterion: Field Supervision**

SSVEMSA recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. SSVEMSA also desires that these personnel and operational supervisory responsibilities do not displace the Contractor's provision of direct clinical supervision of the Contractor's caregivers.

**a) Minimum Requirements—Field Supervision**

Contractor shall provide 24-hours a day on-duty supervisory coverage within Butte County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters.

The Proposers shall also specifically describe how its Supervisors are able to monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and to ensure that on-duty employees are operating in a professional and competent manner.

All field supervisory level staff will have successfully completed ICS 100, 200, 300 & 400, NIMS 700 & 800.

**b) Higher Levels of Commitment—Field Supervision**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

1. The provision of a dedicated supervisor and vehicle for Butte County coverage;
2. Specialized training for supervisors (i.e. Strike team leadership);
3. Exemplary qualification requirements; and
4. Other defined activities to support and supervise field personnel.

## 2. Competitive Criterion: Work Schedules

This is a performance-based Agreement and Contractor is encouraged to be creative in delivering services. Contractor is expected to support employees by employing reasonable work schedules and conditions.

### a) Minimum Requirements—Work Schedules

SSVEMSA emphasizes that the Contractor is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by Contractor. SSVEMSA will not otherwise involve itself in Contractor's management/employee relationships.

Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. To mitigate fatigue and safety concerns, Contractor's paramedics and EMTs working on an emergency ambulance or as a field supervisor should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced.

Proposer shall describe its policies and procedures used to monitor employee fatigue and impairment.

### b) Higher Levels of Commitment—Work Schedules

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

The delineation of monitoring mechanisms, procedures, and policies designed to ensure that employees are not overworked or expected to work for extended time periods that may cause fatigue and impair the employee's ability to perform safely and appropriately.

## 3. Competitive Criterion: Internal Risk Management/Loss Control Program

Education and aggressive prevention of conditions in which accidents occur are the best mechanism to avoid injuries to Contractor staff and Patients.

### a) Minimum Requirements—Risk Management

SSVEMSA requires Contractor to implement an aggressive health, safety, and loss mitigation program including, at a minimum:

1. Pre-screening of potential employees (including drug testing);
2. Initial and on-going driver training;
3. Lifting technique training;



4. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents; and
5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.

Planning for safety and risk mitigation processes will include, at a minimum:

1. Gathering data on ALL incidents that occur among the Contractor's workforce;
2. Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
3. Gather safety information as required by law;
4. Implement training and corrective action on safety related incidents, as required by law; and
5. Provide safe equipment and vehicles.

Proposer shall describe its risk management program.

**b) Higher Levels of Commitment—Risk Management**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

Implementation of a comprehensive safety and risk management plan that involves employees, analyzes processes, monitors safety activities, and incorporates all processes into policies, procedures, training programs designed to enhance safety for the workforce and patients.

**4. Competitive Criterion: Workforce Engagement**

An experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services. Proposers are encouraged to meet with current system employees (and, if the Contractor's workforce is unionized, their labor representatives) prior to submitting proposals.

**a) Minimum Requirements—Workforce Engagement**

At a minimum, the Proposer shall describe and document the following:

1. Describe the organization's method for providing system and individual performance feedback to employees.
2. Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.

3. Describe the credentialing requirements for the employees including but not limited to EMT's, paramedics, dispatchers, and mechanics.
4. Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
5. Describe the organization's practices to ensure diversity in the workforce. Address the organization's level of diversity alignment with the communities that you serve.
6. Describe the organization's practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
7. Impaired providers present a significant safety risk for patients, partners, and others in the community. Proposers should describe their commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs.

**b) Higher Levels of Commitment— Workforce Engagement**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to the following:

1. The organization's process for assessing the engagement and satisfaction level of employees. Include description of an ongoing process that produces qualitative and quantitative KPIs for employee satisfaction.
2. The method used by the organization for two-way communication between front line employees and the leadership team.
3. The organization's mechanism for encouraging, gathering, providing feedback on and acting on employee improvement suggestions.
4. The development of a career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.

## D. Management

### 1. Competitive Criterion: Key Personnel

**a) Minimum Requirements—Key Personnel**

Proposers shall identify the individuals who will fill the key leadership positions for Butte County. Provide resumes for the individuals. If the positions have not been filled for Butte County, provide the job descriptions that will be used for the positions that include minimum qualifications and scope of responsibilities.

Identify out-of-county leadership personnel who will be actively involved in the Butte County operations, if applicable. Include their resumes, qualifications, and scope of responsibilities.

**b) Higher Levels of Commitment—Key Personnel**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

1. Provision of on-going training for key managers and development programs for EMS managers and supervisors offered to those personnel at no cost. While there is no specific program regarding the exact content of the development program, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program.
2. Stability of the Contractor's leadership team directly correlates with the continuation of the performance of the EMS system. The Proposer may describe how it will ensure continuity and reduce managerial turnover in the system.

**E. EMS System and Community****1. Competitive Criterion: Supporting Improvement in the First Response System**

The EMS system in Butte County is a collaboration among numerous related and unrelated agencies, which are dependent on one another to assure positive outcomes for the individuals being served. SSVEMSA's goals regarding this collaborative system include: 1) provide a seamless handoff of patients by first responders to the emergency ambulance service; 2) achieve the prevailing industry standard with respect to the provision of training to first responders; and 3) expand and enhance ALS response capacity and capability throughout the County.

The emergency ambulance service is the main "player" within the pre-hospital EMS system that is concerned with the provision of emergency medical services to people who are seriously injured or ill. As a result, the ambulance service provider has, in most communities, emerged as the organization charged with facilitating ongoing EMS training within the EMS system. This is a cost of doing business recognized by ambulance providers across the country and the only practical source of such training in most communities. It is also the logical source for such training, because the ambulance provider is the entity with a direct role in the most EMS responses in the County.

SSVEMSA and the County desire to increase collaboration between the first responders and the ambulance service. This increased collaboration may take many forms including formal agreements or combined work and training activities. The Proposers are not expected to negotiate formal agreements with other EMS participants prior to the award of the Agreement. If a Proposer proposes to commit to a collaborative arrangement as described in this section, it is only necessary to state that commitment and describe the terms on which the Proposer is willing to collaborate in the Proposal.

**a) Minimum Requirements—First Response System**

Each Proposer must commit to:

1. Exercise its best, good faith efforts to maintain positive working relationships with all first response agencies across the County;
2. Make continuing EMS education services available without cost to all first responders across the County at the level prevailing in the industry;
3. Restock at the Contractor's cost basic life support supplies utilized on a one-for-one basis, based on utilization on calls by first response agencies;
4. Provide internship opportunities for paramedic, EMT-Advanced and EMT students, giving preference to students from training programs located in Butte County; and
5. Contractor shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies

Proposers shall describe in detail how they intend to address the Minimum Requirements listed above.

**b) Higher Level of Commitment—First Response System**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

Proposers may propose strategies to strengthen the collaborative interface between the Contractor and first responders and to improve the quality and efficiency of the EMS response system through support for first responders and other agencies integral to the provision of ALS services. Examples of possible strategies include:

1. Restock ALS supplies for agencies committing to provide ALS first response with Advanced EMTs within their service areas. This would be effectuated through separate agreements with these first responder agencies. Proposers would need only to agree to their role in a restocking program – as noted above, it is not necessary to obtain an agreement prior to Proposal submission.
2. It is recognized that early medical first response will directly result in the provision of care and treatment to patients more quickly than would be the case if relying solely on ambulance response. Therefore, a commitment by ALS first responder agencies to defined Response Time standards and performance for Priority 1 calls eliminates the clinical need for equivalent Response Times from the transporting ambulance unit. This reduces the costs of the ambulance provider. The collaboration of the Contractor with ALS first responders is a commitment by the Proposer that exceeds the minimum core requirements.

If local Fire Departments, providing ALS first response with Advanced EMTs or paramedics in the High Call Density Response Zones, meet the Response Time

Standards for Priority 1 calls on a consistent basis, the Contractor may delay response by up to 25 percent of the relevant Priority 1 Response Time.

In these specific locations, the fire department is responsible for meeting the Response Time requirement at 90 percent reliability and providing the same Response Time reports to SSVEMSA and the Contractor as the Contractor provides to SSVEMSA. The Proposer may offer to execute a Memorandum of Understanding (the MOU) with the first response agency defining the responsibilities and expectations of each party. SSVEMSA must approve the MOU.

Communities providing ALS first response and executing MOU with the Contractor will create potential savings to the Contractor by extending its Response Time requirements.

The Proposer may offer to exchange ALS disposable supplies with the Fire Departments providing ALS First Response allowing an extension of the Contractor's Response Times for Priority 1 calls.

The Contractor will remain responsible and accountable for achieving the required Response Time performance. In order to qualify for an extension of Contractor Response Times the first response agency must respond to all medical requests meeting the criteria for ALS first response with at least one individual trained and licensed/certified as a paramedic or Advanced EMT (AEMT) when this level is implemented by SSVEMSA.

Other examples of collaboration with first responders may include:

1. Shared medical direction
2. Collaborative training programs
3. Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events.
4. Coordination between or collaborative continuous quality improvement programming
5. Coordination of public education initiatives and programming
6. Coordination of injury and illness prevention programs.
7. Collaborative fleet maintenance activities.
8. Collaborative public information services.
9. Proposers may propose other reasonable achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially expand or enhance the capacity of first responder agencies to provide ALS services.

It is recognized that some of the suggestions for a “higher level of commitment” in connection with this Competitive Criterion “Supporting Improvement in the First Response System” may be relevant to a Proposer’s response to other Competitive Criteria or to certain Core Requirements. As noted above, information provided in response to other requirements or criteria cannot be taken into account when rating the Proposer’s response to this Competitive Criterion. Proposers desiring to offer a higher level of commitment in response to this Competitive Criterion should set forth here a comprehensive description of the collaborative working relationship they intend to offer to local first responder agencies, including a description of each of the specific components and commitments, which the Proposer is offering.

## **2. Competitive Criterion: Health Status Improvement and Community Education**

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

### **a) Minimum Requirements—Community Education**

Contractor shall annually plan and implement a definitive community education program, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system’s performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS system.

Proposers shall describe their planned community education program.

### **b) Higher Level of Commitment—Health Status Improvement and Community Education**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

According to the UCSF Center for Health Professions, on a national level, the ethnic compositions of the EMT and paramedic workforce does not fully reflect the U.S. population. As of 2001, ethnic minorities made up 26 percent of the U.S. population, but only 15 percent of the EMT/Paramedic workforce. This is of some concern because EMTs are frequently involved in situations where cultural understanding is vital, particularly in urban areas. Accordingly, Contractor may collaborate with SSVEMSA and public health officials to develop

and facilitate EMT training programs, internships and related opportunities for Butte County residents from racial/ethnic and income groups that are underrepresented among health and emergency medical professionals.

Proposer may offer to undertake projects that shall demonstrably improve the health status in the community. Health status improvement programs targeted to “at-risk populations” may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety program, and home hazard inspection program.

The impact of health status improvement projects should be statistically demonstrable. For example, this includes selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data on those indicators, and making the results available to the community to inform assessments of the effectiveness of an intervention and the contributions of participating entities.

Steps in the health improvement projects may include:

- Analyzing the community’s health issues
- Inventorying resources
- Developing a health improvement strategy
- Establishing accountability for activities
- Monitoring process and outcomes

Contractor may seek external grant funding for health status improvement projects.

## SECTION VI. BUDGET AND PRICING DOCUMENTATION

### A. Minimum Requirement—Pro Forma Budgets

The Proposer is required to complete a pro forma budget for the first three (3) years of operation under the Agreement. The template for the pro forma budgets is included in Appendix 10.

THE PRO FORMA BUDGET INFORMATION REQUIRED IN THIS SECTION MUST BE SUBMITTED IN THE SEPARATE SEALED ENVELOPE MARKED "FINANCIAL DOCUMENTS AND PRICING."

### B. Pricing

The Proposer is required to complete and sign the Price Sheet Form. The Price Sheet Form is included in Appendix 10.

THE COMPLETED PRICE SHEET REQUIRED IN THIS SECTION MUST BE SUBMITTED IN THE SEPARATE SEALED ENVELOPE MARKED "FINANCIAL DOCUMENTS AND PRICING."



## **Appendix 1**

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### **Mandatory Table of Contents**



# Appendix 1

## Mandatory Table of Contents

**FACE SHEET** *(Form in Appendix 6-Exhibit A)*

### **SECTION I. EXECUTIVE SUMMARY**

### **SECTION II. SUBMISSION OF REQUIRED FORMS**

- A. Insurance Certificates (Requirements in Appendix 9)
- B. Debarment and Suspension Certification (Form in Appendix 6-Exhibit B)
- C. References (Form in Appendix 6-Exhibit C)
- D. Investigative Authorization-Individual (Form in Appendix 6-Exhibit D)
- E. Investigative Authorization-Entity (Form in Appendix 6-Exhibit E)

### **SECTION III. QUALIFICATION REQUIREMENTS**

- A. Organizational Disclosures
  - 1. Organizational ownership and legal structure

**Supporting documentation required.**

- 2. Continuity of business

**Supporting documentation required.**

- 3. Licenses and permits

**Supporting documentation required.**

- 4. Government investigations

**Supporting documentation required (May be in electronic format).**

- 5. Litigation

**Supporting documentation required. (May be in electronic format)**

B. EXPERIENCE AS SOLE PROVIDER

1. Comparable experience

Supporting documentation required.

2. Government contracts

Supporting documentation required.

3. Contract Compliance

Supporting documentation required.

C. Demonstrated Response Time Performance

Supporting documentation required.

D. Demonstrated High Level Clinical Care

Supporting documentation required.

E. Financial Strength and Stability

1. Financial Statements

Supporting documentation required.

2. Audited Statements

Supporting documentation required.

3. Financial Commitments

Supporting documentation required.

4. Working Capital

Supporting documentation required.

5. Performance Security

Supporting documentation required.

6. Financial Interests

Supporting documentation required.

## SECTION IV. CORE REQUIREMENTS

A. Contractor's Functional Responsibilities

1. Basic Services

2. Services Description

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.A. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.A. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

B. Clinical

1. Clinical Overview

2. Medical Oversight

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.B. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.B. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

### 3. Minimum Clinical Levels and Staffing Requirements

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.B.3.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.B.3 as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### C. Operations

#### 1. Operations Overview

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.1. (a.-d.)

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.C.1. (a.-d.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### 2. Transport Requirement and Limitations

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.2. (a.-b.)

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.C.2. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### 3. Response time Performance Requirements

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.3. (a.-c.)
_____ Proposer takes exception to provisions contained in Section IV.C.3. (a.-c.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

### 4. Notification of Delays for Non-emergency Responses

### 5. Response Time Measurement Methodology

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.4 and IV.C.5. (a.-i.)
_____ Proposer takes exception to provisions contained in Section IV.C.4 and IV.C.5. (a.-i.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

### 6. Response Time Exceptions and Exception Requests

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.6. (a.-c.)
_____ Proposer takes exception to provisions contained in Section IV.C.6. (a.-c.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

7. Response Time Performance Reporting Procedures and Penalty Provisions

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.7. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.C.7. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

8. Fleet Requirement

9. Coverage and Dedicated Ambulances, Use of Stations/Posts

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C. (8.-9.)
_____ Proposer takes exception to provisions contained in Section IV. C. (8.-9.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

D. Personnel

1. Treatment of Incumbent Work Force

**Supporting narrative and/or documentation required.**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.1.
_____ Proposer takes exception to provisions contained in Section IV. D.1. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

2. Character, Competence and Professionalism of Personnel
3. Internal Health and Safety Programs
4. Evolving OSHA & Other Regulatory Requirements
5. Discrimination Not Allowed

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.(2.-5.)
_____ Proposer takes exception to provisions contained in Section IV. D.(2.-5.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

E. Management

1. Data and Reporting Requirements

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.E.1. (a.-d.)
_____ Proposer takes exception to provisions contained in Section IV. E.1. (a.-d.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>



F. EMS System and Community

1. Participation in EMS System Development

2. Accreditation

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.F. (1.-2.), as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

3. Multi-casualty/Disaster Response

4. Mutual Aid and Stand-by Services

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F. (3.-4.)
_____ Proposer takes exception to provisions contained in Section IV.F. (3.-4.), as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

5. Permitted Subcontracting

6. Communities May Contract Directly for Level of Effort

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F. (5.-6.)
_____ Proposer takes exception to provisions contained in Section IV.F. (5.-6.), as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

7. Supply Exchange and Restock

8. Handling Service Inquiries and Complaints

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F. (7.-8.)
_____ Proposer takes exception to provisions contained in Section IV.F. (7.-8.), as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

G. Administrative Provisions

1. Contractor Support of County Compliance, Contract Management, and Regulatory Activities

2. No Subsidy System

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.G. (1.-2.), as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

3. Contractor Revenue Recovery

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. 3. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.G. 3. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

4. Federal Healthcare Program Compliance Provisions
5. State Compliance Provisions
6. Billing/Collection Services
7. Contractor Compensation from County
8. Accounting Procedures
9. County Permit
10. Insurance Provisions.

**Insurance documentation required—See requirement in “Section II.A Submission of Required Insurance Forms”**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (4.-10.)

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.G. (4.-10.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

11. Hold Harmless / Defense / Indemnification / Taxes / Contributions
12. Performance Security Bond
13. Term of Agreement
14. Earned Extension to Agreement
15. Continuous Service Delivery

16. Annual Performance Evaluation

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (11.-16.)
_____ Proposer takes exception to provisions contained in Section IV.G. (11.-16.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

17. Default and Provisions for Termination of the Agreement

18. Termination

19. Emergency Takeover

20. Transition Planning

21. SSVEMSA's Remedies

22. Provisions for Curing Material Breach and Emergency Take Over

23. "Lame duck" Provisions

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (17.-23.)
_____ Proposer takes exception to provisions contained in Section IV.G. (17.-23.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

24. General Provisions

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G.24 (a.-o.)
_____ Proposer takes exception to provisions contained in Section IV.G.24. (a.-o.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**SECTION V. COMPETITIVE CRITERIA**

A. Clinical

1. Competitive Criterion: Quality Improvement

a. Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement

**Supporting narrative and/or documentation required.**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.1.a.
_____ Proposer takes exception to provisions contained in Section V.A.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

b. Higher Levels of Commitment—Quality Management

**Supporting narrative and/or documentation required.**

2. Competitive Criterion: Clinical and Operational Benchmarking

a. Minimum Requirements—Clinical and Operational Benchmarking

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.2.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment—Clinical and Operational Benchmarking

Supporting narrative and/or documentation required.

3. Competitive Criterion: Dedicated Clinical Oversight Personnel

a. Minimum Requirements—Clinical Leadership Personnel

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.3.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment—Clinical Leadership Personnel

Supporting narrative and/or documentation required.

4. Competitive Criterion: Medical Direction

a. Minimum Requirements—Medical Direction

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.4.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment—Medical Direction

Supporting narrative and/or documentation required.

5. Competitive Criteria: Focus on Patients and Other Customers

a. Minimum Requirements— Focus on Patients and Other Customers

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.5.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.5.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Focus on Patients and Other Customers

Supporting narrative and/or documentation required.

6. Competitive Criterion: Continuing Education Program Requirements

a. Minimum Requirements—Continuing Education

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.6.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.6.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Continuing Education

Supporting narrative and/or documentation required.

B. Operations

1. Competitive Criterion: Dispatch and Communications

a. Minimum Requirements— Dispatch and Communications

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Dispatch and Communications

Supporting narrative and/or documentation required.



2. Competitive Criterion: Vehicles

a. Minimum Requirements—Vehicles

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.2.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Vehicles

Supporting narrative and/or documentation required.

3. Competitive Criterion: Equipment

a. Minimum Requirements—Equipment

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.3.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Equipment

Supporting narrative and/or documentation required.

4. Competitive Criterion: Vehicle and Equipment Maintenance

a. Minimum Requirements— Vehicle and Equipment Maintenance

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.4.a.
_____ Proposer takes exception to provisions contained in Section V.B.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

b. Higher Levels of Commitment— Vehicle and Equipment Maintenance

**Supporting narrative and/or documentation required.**

5. Competitive Criterion: Deployment Planning

a. Minimum Requirements— Deployment Planning

**Supporting narrative and/or documentation required.**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.5.a.
_____ Proposer takes exception to provisions contained in Section V.B.5.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

b. Higher Levels of Commitment— Deployment Planning

**Supporting narrative and/or documentation required.**

C. Personnel

1. Competitive Criterion: Field Supervision

a. Minimum Requirements— Field Supervision

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Field Supervision

Supporting narrative and/or documentation required.

2. Competitive Criterion: Work Schedules

a. Minimum Requirements— Work Schedules

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.2.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Work Schedules

Supporting narrative and/or documentation required.

3. Competitive Criterion: Internal Risk Management/Loss Control Program

a. Minimum Requirements—Risk Management

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.3.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Risk Management

Supporting narrative and/or documentation required.

4. Competitive Criterion: Workforce Engagement

a. Minimum Requirements— Workforce Engagement

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.4.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment— Workforce Engagement

Supporting narrative and/or documentation required.

D. Management

1. Key Personnel

a. Minimum Requirements—Key Personnel

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.D.1 .a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.D.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment—Key Personnel

Supporting narrative and/or documentation required.

E. EMS System and Community

1. Supporting Improvement in the First Response System

a. Minimum Requirements—First Response System

Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.E.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

b. Higher Levels of Commitment—First Response System

Supporting narrative and/or documentation required.

2. Health Status Improvement and Community Education

a. Minimum Requirements—Community Education

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.2.a.
_____ Proposer takes exception to provisions contained in Section V.E.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

b. Higher Levels of Commitment—Health Status Improvement and Community Education

Supporting narrative and/or documentation required.

**SEPARATE SUBMISSION: BUDGET AND PRICING DOCUMENTATION**

A. Pro Forma Budgets (Template in Appendix 10)

Completed forms must be included in the separately sealed container

B. Price Sheet (Form in Appendix 10)

Completed form must be included in the separately sealed container

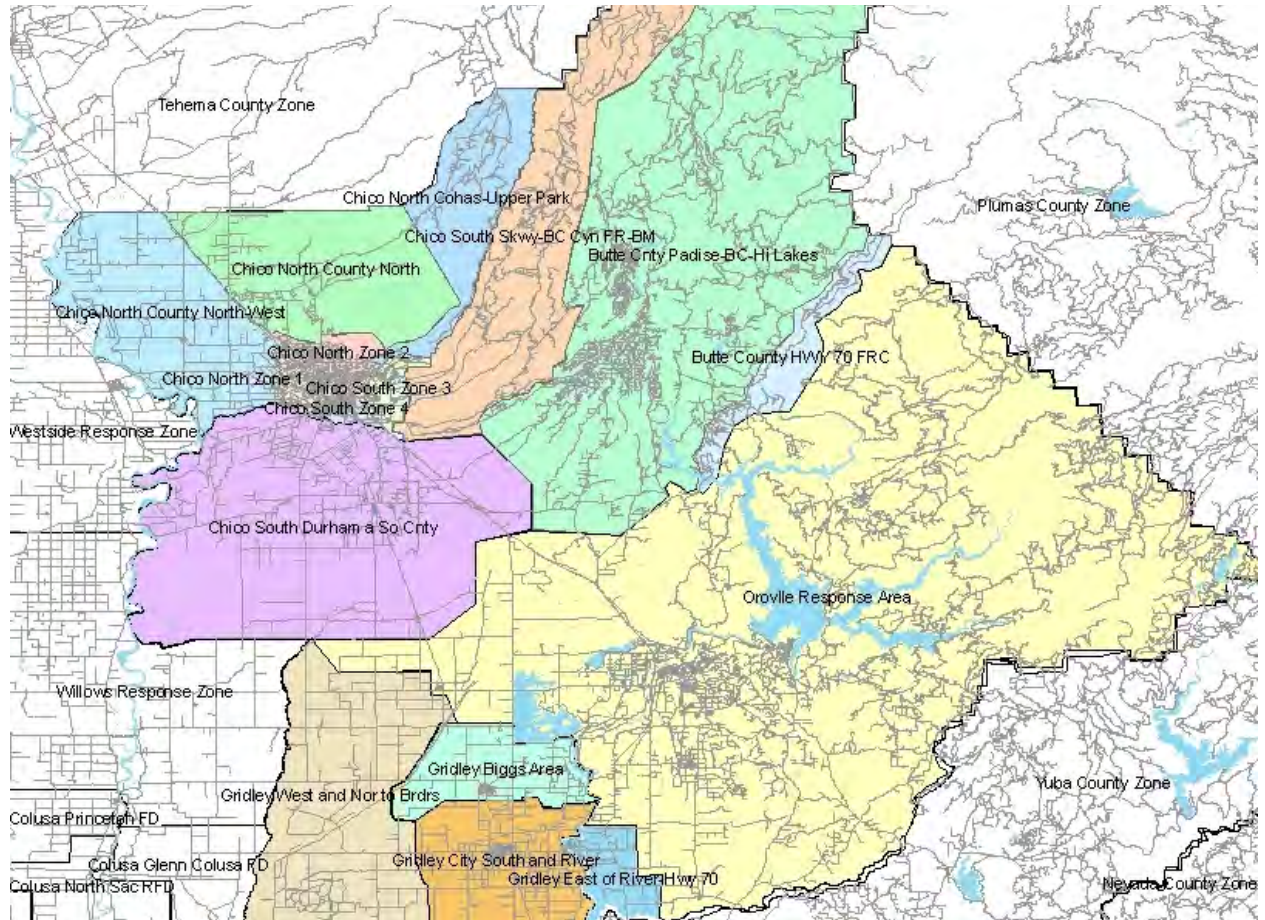
## **Appendix 2**

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### **Exclusive Operating Area**



**Appendix 2**  
**Exclusive operating areas**  
**(Biggs-Gridley EOA and Remainder of County EOA)**





## **Appendix 3**

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### **County Ordinance Establishing Biggs-Gridley CSA #37**



# Appendix 3

1 RESOLUTION NO. 69-41

2 BOARD OF SUPERVISORS

3 COUNTY OF BUTTE, STATE OF CALIFORNIA

4 RESOLUTION OF INTENTION TO ESTABLISH COUNTY SERVICE AREA

5 WHEREAS, pursuant to Title 3, Division 2, Part 2, Chapter  
6 3 of the Government Code of the State of California, the Board  
7 of Supervisors of Butte County have instituted proceedings for  
8 the establishment of a county service area within the County of  
9 Butte; and

10 WHEREAS, the LOCAL AGENCY FORMATION COMMISSION of the  
11 County of Butte has approved the establishment of said Service  
12 Area No. 37.

13 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors  
14 of the County of Butte, State of California, as follows:

15 1. That a county service area is proposed to be established  
16 under the terms of the aforesaid chapter in the unincorporated  
17 area of Butte County; the boundary lines of the territories  
18 proposed for inclusion in the area are more particularly described  
19 in Exhibit "A" attached hereto and made a part hereof by reference  
20 as though fully set forth verbatim and at length.

21 2. That the proposed name for said county service area  
22 is County Service Area No. 37.

23 3. That there are no extended county services provided  
24 in this area.

25 4. That the types of extended county services proposed  
26 to be provided in this area is installation of an ambulance service  
27 pursuant to Government Code Section 25210.4a, located within the  
28 boundaries of the area described herein.

29 5. That a tax sufficient to pay for such services which  
30 are furnished on an extended basis will be annually levied upon all  
31 taxable property within such area.  
32

Appendix 3

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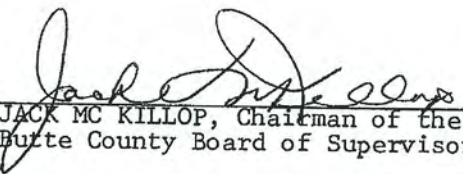
6. That on Sept. 16, 1969, at 7:30 p.m.,  
a public hearing will be held on the establishment of said area.

PASSED AND ADOPTED by the Board of Supervisors of the  
County of Butte, State of California, this 12th day of August,  
1969, by the following vote:

AYES: Supervisor Dunaway, Supervisor Howsden, Supervisor Maxon,  
Supervisor Reynolds, Chairman McKillop

NOES: None

ABSENT: None

  
JACK MC KILLOP, Chairman of the  
Butte County Board of Supervisors

ATTEST:

CLARK A. NELSON, County Clerk  
and ex-officio Clerk of the  
Board of Supervisors

By Clark A. Nelson

### Appendix 3

Commencing at the intersection of the section line between Sections Four and Nine, T. 19 N, R. 1 E. M.D.M., with the center line of Butte Creek, in the Boundary Line between Butte and Glenn Counties; thence along Section lines, Easterly, six and three-fourths miles, more or less, to the corner of Sections 3, 4, 9 and 10, T. 19 N, R. 2 E. M.D.M; thence along section line, North, one mile, to the corner to Sections 3, 4, 33 and 34 T. 19 and 20 N.R. 2 E.M.D.M; thence along township line, East, two miles, to the corner to Sections 1, 2, 35 and 36, T. 19 and 20 N.R. 2 E.M.D.M; thence along section line, South, one mile, to the corner to Sections 1, 2, 11 and 12, T. 19 N. R. 2 E.M.D.M; thence continue South, along section line, one-fourth mile, more or less, to intersection with the easterly property line of the former Gage and Glass property, also known as the old Spring Valley Canal; thence along said easterly line of said old Spring Valley Canal on easterly boundary of aforesaid Gage and Glass property southerly, four miles, more or less, to intersection with the east and west center line of Section Twenty-seven T. 19 N.R. 2 E.M.D.M; thence along half-section lines, East, two and one-fourth miles, more or less, to the center corner of Section Twenty-five, said township; thence along half-section line, South, one-half mile, to the 1/4 section corner between Sections 25 and 36, said township; thence along section lines, East one mile, to the 1/4 section corner between Sections 30 and 31, T. 19 N. R. 3 E.M.D.M; thence along half-section line, North, one mile, to the 1/4 section corner between Sections 19 and 30, said township; thence along section lines, East, two and five-eighths miles, more or less, to intersection with the east line of Block No. 180 of South Thermalito; thence South, along east line of Block Nos. 180, 204 and 211 of said South Thermalito, and an extension thereof, to the south line of Timothy Avenue; thence West, 100 feet, more or less, to the northeast corner of Chardon Colony, being in the west line of said South Thermalito, three-fourths mile, more or less, to intersection with the center line of Feather River; thence meandering down stream, Southerly, along center line of said Feather River, following its various meanders, fourteen miles, more or less, to intersection with the line between Sections 22 and 27, T. 17 N.R. 3 E.M.D.M., being identical with the northeast corner of Sutter County; thence West, on section lines, along County Boundary Line between Butte and Sutter Counties, fifteen miles, more or less, to intersection with the center line of Butte Creek, being identical with the corner of Butte, Sutter and Colusa Counties; thence along said center line of said Butte Creek, following its various meanders, Northerly, and along Boundary line between the Counties of Butte and Colusa, and between Butte and Glenn Counties, fifteen miles, more or less, to the place of beginning.

EXHIBIT "A"

## **Appendix 4**

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# **Butte County Emergency Medical Response Ordinance**



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Ordinance No. \_\_\_\_\_

AN ORDINANCE OF THE COUNTY OF BUTTE  
REPEALING SECTIONS 45-1 THROUGH 45-17 OF CHAPTER 45, EMERGENCY  
MEDICAL RESPONSE OF THE BUTTE COUNTY CODE AND  
REPLACING THEM WITH SECTIONS 45-1 THROUGH 45-81

**CHAPTER 45. EMERGENCY MEDICAL RESPONSE**

**ARTICLE 1. GENERAL PROVISIONS**

The Board of Supervisors of the County of Butte ordains as follows:

Section 1. Sections 45-1 through 45-17 of the Butte County Code are repealed and replaced with Sections 45-1 through 45-81 to read as follows:

**45-1. TITLE; PURPOSES; LIBERAL CONSTRUCTION.**

(a) This Chapter shall be known as the Emergency Medical Response Ordinance ("EMRO") of Butte County.

(b) The purposes of this Chapter are to provide for the regulation of all emergency medical transportation services and the emergency medical services connected therewith in order to protect the health, safety and welfare of the residents of the

1 County and to ensure that competent and adequate care is  
2 provided to those residents in need of such services. Further,  
3 it is the purpose of this Chapter to regulate the provision of  
4 such services where there is a sudden need of immediate medical  
5 attention or, in non-emergency situations, a need for basic or  
6 advanced life support services as defined by the California  
7 Health and Safety Code.

8 (c) This Chapter does not apply to wheelchair vans, gurney cars  
9 or similar non-emergency vehicles or operations or to vehicles  
10 not requiring an emergency vehicle permit from the California  
11 Highway Patrol.

12 (d) Nothing in this Chapter shall be limited by an ambulance  
13 service's base hospital agreement. Nothing in this Chapter shall  
14 limit a base hospital from imposing standards higher than those  
15 provided in the EMRO; however, the base hospital must apply  
16 those standards uniformly to all Providers who have entered into  
17 Provider Agreements.

18 (e) The Butte County EMS system includes the designation of  
19 Exclusive Operating Area(s) ("EOAs") pertaining to the furnishing  
20 of 911 emergency medical services. At periodic intervals, the  
21 county Local Emergency Medical Services Agency (LEMSA) may elect  
22 to conduct a competitive procurement process for the 911  
23 Provider Agreements within each EOA. All 911 ambulance  
24 Providers must have an Advanced Life Support Provider Agreement  
25 in place with the LEMSAs at the conclusion of the competitive

1 procurement process, prior to beginning ambulance services in an  
2 EOA. Each non-911 ground ambulance Provider and each air  
3 ambulance Provider is also required to obtain an ALS Provider  
4 Agreement with the LEMSA prior to beginning ambulance services  
5 in the county.

6 (f) This Chapter shall be liberally construed for the  
7 accomplishment of these purposes.

8 **45-2. NOT EXCLUSIVE REGULATION.**  
9

10 This Chapter shall supplement and be in addition to other  
11 regulating statues and ordinances heretofore or hereafter  
12 enacted by the State, the County, or any other legal entity or  
13 agency having jurisdiction. This Chapter is not intended to  
14 supplant, overlap, or interfere with existing Emergency Medical  
15 Services ("EMS") regulations established under the California  
16 EMS Act and the operational standards established by the Local  
17 EMS Agency, promulgated pursuant to Division 2.5 of the Health  
18 and Safety Code. However, in the case of a conflict and where  
19 the EMRO calls for a higher level of service, the EMRO shall  
20 prevail.

21 **45-3. DEFINITIONS.**  
22

23 The definitions set forth in Health and Safety Code sections  
24 1797.50, *et seq*, are incorporated herein, and the following  
25 definitions are intended to be consistent therewith. Except  
where the context otherwise requires, all these incorporated and



1 specified definitions shall govern the construction of this  
2 Chapter.

3 (a) "Advanced Life Support" or "ALS" shall mean those special  
4 services defined by Health and Safety Code section 1797.52 and  
5 any amendments thereto and referred to in the Emergency Medical  
6 Services System and the Prehospital Medical Care Personnel Act,  
7 Health and Safety Code section 1797, et seq., and any amendments  
8 thereto, or regulations promulgated thereunder.

9 (b) "Ambulance" shall mean any vehicle, including an air  
10 ambulance, that is specifically constructed, modified, equipped,  
11 designed and primarily used and operated for the provision of  
12 emergency medical transportation services to sick, injured, or  
13 otherwise incapacitated persons.

14 (c) "Ambulance Company" shall mean any person, entity,  
15 corporation, partnership, association, trust or estate that  
16 owns, leases or operates one or more ambulances for the purpose  
17 of providing emergency ambulance services within the County.

18 (d) "Ambulance Services" shall mean any emergency ambulance  
19 services as defined by this section provided through an  
20 ambulance response to an emergency 911 call.

21 (e) "Air Ambulance" shall mean any authorized and approved  
22 fixed wing or helicopter aircraft that is equipped and operated  
23 for transportation of sick, injured, or otherwise incapacitated  
24 persons and emergency medical supplies.

1 (f) "Attendant" shall mean any EMT, certified by a LEMSA or  
2 Paramedic licensed by the State of California and approved by  
3 LEMSA who is responsible to provide prehospital medical care for  
4 a sick, injured or otherwise incapacitated person in an  
5 ambulance.

6 (g) "Basic Life Support" or "BLS" shall mean those services  
7 defined by Health and Safety Code section 1797.60 and any  
8 amendments thereto and referred to in the Emergency Medical  
9 Services System and the Prehospital Medical Care Personnel Act,  
10 Health and Safety Code section 1797, et seq., and any amendments  
11 thereto, or regulation promulgated thereunder.

12 (h) "Board" shall mean the Board of Supervisors of the County  
13 of Butte.

14 (i) "County" shall mean the County of Butte.

15 (j) "Days" shall mean calendar days.

16 (k) "Driver" shall mean a person who is authorized as an  
17 ambulance driver and possesses a current ambulance driver's  
18 license issued by the California Department of Motor Vehicles  
19 and is certified and approved by the LEMSA as an EMT (at least).

20 (l) "Emergency Medical Dispatching" or "EMD" shall mean  
21 dispatching by a person trained, qualified and certified to  
22 prioritize 911 calls and give "pre-arrival" first aid  
23 instructions to 911 callers.

1 (m) "Emergency Medical Advisory Group" or "EMAG" shall mean  
2 the Group established by Butte County to serve in an advisory  
3 capacity to the LEMSA.

4 (n) "Emergency Medical Services" or "EMS" shall mean all  
5 services required to identify, respond to, stabilize and treat  
6 all medical and psychiatric emergencies.

7 (o) "EMS Agency Policies and Procedures Manual" shall mean the  
8 policies and procedures of the Emergency Medical Services System  
9 that are approved by the Local EMS Agency in accordance with  
10 Health and Safety Code section 1798, et seq.

11 (p) "Emergency call" shall mean a request for the dispatch of  
12 an ambulance to transport or provide other assistance to persons  
13 in sudden need of immediate medical attention, including the  
14 transport of all persons identified in Welfare and Institutions  
15 Code section 5150, or, in a medical emergency, as determined by  
16 a physician, to transport blood, any therapeutic device,  
17 accessory to such device, or tissue or organ for transplant.

18 (q) "Emergency Medical Services Authority" or "EMSA" shall  
19 mean the State of California regulatory agency as defined in  
20 section 1997.54 of the California Health and Safety Code.

21 (r) "Emergency Medical Technician" or "EMT" shall mean an  
22 individual defined in Health and Safety Code section 1797.80,  
23 trained in basic life support according to standards set forth  
24 in the California Code of Regulations, Title 22, Chapter 2,  
25

1 sections 100005 et seq., and certified as such by the Local EMS  
2 Agency.

3 (s) "Emergency service" shall mean any service performed in  
4 response to an emergency call.

5 (t) "Exclusive Operating Area" or "EOA" shall mean any  
6 geographic area designated by the LEMSA, pursuant to Health and  
7 Safety Code section 1797.224, where the provision of ambulance  
8 services in response to 911 calls is restricted to one ambulance  
9 Provider.

10 (u) "Exclusive Operation Area Agreement" or "EOA Agreement"  
11 shall mean an agreement between a ground and/or air ambulance  
12 service provider and the Local EMS Agency for the provision of  
13 ambulance services in response to 911 calls in an EOA.

14 (v) "Health Director" shall mean the Director of the  
15 Department of Public Health of Butte County or his/her  
16 authorized representative or designee.

17 (w) "Local EMS Agency" or "LEMSA" shall mean Sierra Sacramento  
18 Valley (S-SV) EMS, or such other agency as designated by the  
19 County under Health and Safety Code section 1797.200.

20 (x) "Paramedic" shall mean an individual defined in Health and  
21 Safety Code section 1797.84 with a scope of service set forth in  
22 Health and Safety Code section 1797.172, trained in accordance  
23 with the California Code of Regulations, Title 22 Chapter 4,  
24 section 100139 et seq., and certified as such by the Local EMS  
25 Agency.

1 (y) "Patient" shall mean an injured, sick, or otherwise  
2 incapacitated person.

3 (z) "Person" shall mean any individual, corporation,  
4 partnership, association, trust, estate, municipal corporation,  
5 city or special district.

6 (aa) "Provider" shall mean an ambulance company operating  
7 pursuant to a valid Provider Agreement.

8 (ab) "Provider Agreement" shall mean an agreement entered into  
9 pursuant to this Chapter between an ambulance service Provider  
10 and the LEMSA pertaining to providing ambulance services in the  
11 county. Such Agreements are of three types:

12 (1) Agreements for ALS Air ambulance service.

13 (2) Agreements for ALS non-911 ground ambulance services;  
14 and

15 (3) Agreements for ALS 911 ground ambulance services, which  
16 Agreements shall be subject to a competitive bidding procurement  
17 process and shall pertain to services within designated  
18 Exclusive Operating Areas.

19 **45-4. ADMINISTRATION AND ENFORCEMENT.**

20 Except as otherwise specifically provided in this Chapter,  
21 the LEMSA shall be responsible for the administration and  
22 enforcement of this Chapter.

23 **45-5. AUTHORITY TO SUSPEND.**

24 The Health Officer shall have the authority to suspend all  
25 or part of the EMRO in the case of a local emergency or

1 catastrophe. The suspension shall be withdrawn as soon as is  
2 practicable.

3 **ARTICLE 2. PROVIDER AGREEMENTS AND CERTIFICATES REQUIRED**  
4

5 **45-20. PROHIBITION.**

6 (a) It shall be unlawful for any person, either as owner,  
7 agent, employee, or otherwise, to operate, conduct, advertise,  
8 or otherwise be engaged in the business of providing ambulance  
9 services, or the transportation of patients within the County by  
10 means of an ambulance or air ambulance, or operate an ambulance  
11 upon any public road, or provide any medical services associated  
12 therewith, without first having entered into a Provider  
13 Agreement with the LEMSA and obtained the current applicable  
14 licenses or certificates as hereinafter provided.

15 (b) EOA Ambulance Service Provider Agreements. Every ambulance  
16 company providing 911 ground ambulance services in an Exclusive  
17 Operating Area (EOA) established in the county pursuant to  
18 section 45-30 shall, in addition to entering into a Provider  
19 Agreement with the LEMSA, enter into an EOA Agreement with the  
20 LEMSA in accordance with the provisions of Article 3 of this  
21 Chapter, unless otherwise provided.

22 (c) Air Ambulance Service Provider Agreements. Every Air  
23 ambulance company located in the County and/or operating and  
24 providing air ambulance services in the county shall enter into  
25 an air ambulance service Provider Agreement in accordance with

1 the provisions of Article 4 of this Chapter, unless otherwise  
2 provided.

3 (d) Ambulance Certificates. Every ambulance or air ambulance  
4 shall have a current inspection certificate issued by the  
5 California Highway Patrol or applicable air carrier operating  
6 certificate from the Federal Aviation Administration, unless a  
7 public agency is exempted by law.

8 (e) Driver's License. Every Driver operating an ambulance shall  
9 hold a currently valid California State Ambulance Driver's  
10 License. Excepted from this requirement are persons operating an  
11 ambulance in the line of duty as salaried, regular, full-time  
12 police officers, deputy sheriffs, or members of a fire  
13 department of a public agency.

14 (f) Attendant. Every person accompanying an ambulance patient  
15 shall be an Attendant or, when determined by an attending  
16 physician to be necessary in the case of an inter-facility  
17 transfer, shall be a physician or registered nurse.

18 **45-21. SAME; EXCEPTIONS.**

19 The provisions of this Article shall not apply to the  
20 following.

21 (a) Any ambulance owned or operated by the United States, or  
22 the State of California, and the personnel operating such  
23 ambulance.

24 (b) Any ambulance and personnel operating such ambulance which  
25 is only temporarily within the County at the request of a

1 hospital or physician for the purpose of providing specialized  
2 care for transport of a patient to a facility which will provide  
3 specialized medical services to the patient, and is owned by an  
4 ambulance company located outside the County.

5 (c) Any ambulance and personnel operating such ambulance  
6 rendering assistance to patients during any "state of war  
7 emergency," "state of emergency," or "local emergency," as those  
8 terms are defined in the California Government Code, or as  
9 otherwise requested by the Health Director, Health Officer or  
10 public safety agency for a mutual aid response.

11 (d) Any ambulance company based outside the County when one of  
12 the following applies:

13 (1) A patient is being transported to a residence or  
14 facility within the County from a residence or facility outside  
15 the County; or

16 (2) A patient is being transported through the County to a  
17 destination outside the County; or

18 (3) A patient was transported into the County by the same  
19 ambulance company and is being transported back to the County of  
20 origin.

21 **ARTICLE 3. EXCLUSIVE OPERATING AREAS**

22  
23 **45-30. DESIGNATION OF EXCLUSIVE OPERATING AREAS.**

24 The LEMSA shall, pursuant to Health and Safety Code section  
25 1797.224, divide the County into Exclusive Operating Areas  
("EOAs") for the purpose of designating areas within which



1 ground ambulance companies shall provide primary 911 emergency  
2 service and the most timely and effective response in compliance  
3 with the LEMSA policy and procedures for emergency dispatch. The  
4 EOAs shall be shown on a map of the County kept on file with the  
5 Health Director and filed with the Local EMS Agency EMS Plan.

6  
7 **45-31. EOA AGREEMENTS.**

8 A competitive procurement process shall be utilized by the  
9 LEMSA at appropriate intervals to select one or more ambulance  
10 companies to provide exclusive 911 ambulance services in any  
11 Exclusive Operating Area created pursuant to Health and Safety  
12 Code section 1797.224.

13 **45-32. EMERGENCY MODIFICATION OF EXCLUSIVE OPERATING AREAS.**

14 The LEMSA may modify, enlarge, divide, overlap or otherwise  
15 apportion Exclusive Operating Areas and service areas on a  
16 temporary basis at any time for any length of time not to exceed  
17 30 days upon any of the following conditions or occurrences:

18 (a) A labor action disrupting or ending ambulance service in  
19 all or part of such areas.

20 (b) The closing, bankruptcy or dissolution of an ambulance  
21 service company, disrupting or ending ambulance service by that  
22 company in all or part of such areas.

23 (c) Any other circumstance which disrupts or ends ambulance  
24 service in all or part of such areas and occurs without  
25 sufficient notice to allow Board action.

1 (d) Suspension, revocation or termination of an ambulance  
2 service Provider Agreement under this Chapter. Upon request of  
3 the LEMSA or Health Director under this section, an ambulance  
4 service Provider shall cooperate fully and assume on a temporary  
5 basis service responsibility in its expanded areas. Such service  
6 shall not be a violation of this Article or the Provider  
7 Agreement for the EOA.

8 **45-33. EXCLUSIVE OPERATING AREAS; PROHIBITIONS.**

9 It shall be unlawful for any ground ambulance service  
10 provider to provide any non-911 ambulance services within any  
11 Exclusive Operating Area unless the Provider has entered into an  
12 ALS Provider Agreement with the LEMSA.  
13

14 **45-34. EXCLUSIVE OPERATING AREAS; EXCEPTIONS.**

15 An ambulance service Provider having a valid Provider  
16 Agreement may provide emergency ambulance services in an  
17 Exclusive Operating Area, not authorized by his/her Provider  
18 Agreement under any of the following circumstances:

19 (a) Upon request by the LEMSA, a public safety agency or  
20 another authorized ambulance service Provider when an ambulance  
21 authorized in the service area from which the request originates  
22 is not immediately available as provided for in EMS Agency  
23 Policies and Procedures.

24 (b) To provide ambulance services to a destination outside of  
25 the ambulance service Provider's authorized and designated

1 Exclusive Operating Area when the patient was picked up within  
2 the authorized and designated Exclusive Operating Area.

3 (c) Upon request of the LEMSA, a Public Safety Answering Point  
4 or authorized dispatch center request when an ambulance licensed  
5 in the Exclusive Operating Area from which the request  
6 originates is not the closest ambulance unit, and in accordance  
7 with EMS Agency Policies and Procedures.

8 (d) When requested by the MHOAC, the LEMSA, another ambulance  
9 service Provider or a public safety agency to supplement  
10 services during a multiple victim incident, or as otherwise  
11 provided under EMS Policies and Procedures.

12 **45-35. COMPETITIVE PROCESS.**

13 As required, the LEMSA shall conduct a competitive  
14 procurement process for selecting authorized Providers to  
15 operate in Exclusive Operating Areas, which process shall  
16 conform to "Guidelines for Creating Exclusive Emergency Medical  
17 Services Operating Service Areas" issued by the California  
18 Medical Services Authority in July 1985, or as subsequently  
19 amended or supplemented. Where a competitive process is  
20 required, the LEMSA may enter into a Provider Agreement with an  
21 ambulance company for services within an Exclusive Operating  
22 Area after considering the following:

23 (a) The quality of the service to be provided.

24 (b) The level of service to be provided.

25 (c) The cost, if any, to the County.

1 (d) Evidence of ability to work effectively with local  
2 agencies.

3 (e) Experience in the provision of ambulance services.

4 (f) The financial viability of the company.

5 (g) The compliance of the company with all applicable federal,  
6 state, and county codes and regulations, and LEMSA policies and  
7 procedures.

8 (h) Such other criteria as shall be relevant to the issue of  
9 which applicant is most likely to provide the best service to  
10 the County and its residents and visitors.

11 **45-36. APPLICATION FOR 911 EOA PROVIDER AGREEMENT.**

12 Any person desiring to enter into a Provider Agreement to  
13 provide 911 ground ambulance services in an EOA shall respond to  
14 the applicable request for proposals issued by the LEMSA  
15 pursuant to its competitive procurement process. Such response  
16 shall comply with the requirements specified in said process,  
17 include all the information and submittals required by Article 4  
18 of this Chapter, and shall be processed in accordance with the  
19 requirements of the competitive procurement process and Article  
20 4.

21 **ARTICLE 4. ISSUANCE OF AMBULANCE SERVICE PROVIDER AGREEMENTS**

22  
23 **45-40. APPLICATION FOR AMBULANCE SERVICE PROVIDER AGREEMENT;**  
24 **INITIAL AND RENEWAL.**

25 (a) Any person desiring a new or renewal ambulance service  
Provider Agreement shall file an application with the LEMSA.

1 Each application shall be accompanied by a reasonable  
2 application fee covering any administrative costs related to  
3 processing, inspection and investigation.

4 (b) Any person holding a valid ambulance service Provider  
5 Agreement issued pursuant to this Chapter, other than a  
6 temporary ambulance service Provider Agreement, may renew said  
7 ambulance service Provider Agreement by filing an application  
8 with the LEMSA not later than ninety (90) days prior to, nor  
9 earlier than one hundred and twenty (120) days prior to, the  
10 expiration of the existing ambulance service Provider Agreement.  
11 If a renewal application is not timely filed, the ambulance  
12 service Provider Agreement shall automatically terminate on the  
13 expiration date of the existing Provider Agreement, and the  
14 former ambulance service Provider must thereafter file for a new  
15 ambulance service Provider Agreement if he/she desires to do so.

16 (c) The LEMSA shall immediately forward to the Health Director  
17 a copy of each new and renewal Provider Agreement application.

18 (d) Applications shall be made on such forms as may be  
19 prescribed by the LEMSA, must conform to all Provider  
20 requirements set forth in the LEMSA's Provider policies, and  
21 shall meet the requirements in the LEMSA ambulance application  
22 packet.

23 **45-41. LEMSA INVESTIGATION AND RECOMMENDATION.**

24 The LEMSA shall review all applications for Provider  
25 Agreements and make such investigation of the applicant and the

1 vehicles, equipment and employees to be used by the applicant,  
2 as it deems necessary and appropriate. The LEMSA shall process  
3 the application in a manner consistent with the applicable  
4 competitive procurement procedure. Upon the basis of the  
5 application, evidence submitted and results of any  
6 investigations and audits, the LEMSA shall make a finding on the  
7 qualifications of the applicant under this Chapter, the EMS  
8 Agency Policies and Procedures Manual, and any applicable State  
9 and Federal laws and regulations, and whether additional  
10 services or equipment should be provided, and shall consider  
11 whether the findings required by Section 45-41.1 can be made. On  
12 the basis of its findings, the LEMSA shall determine whether to  
13 approve air ambulance and non-911 ground ambulance Provider  
14 Agreements, and, as to 911 ambulance Providers which will  
15 provide service in an EOA. The LEMSA Board shall, on the basis  
16 of the findings and recommendations of the LEMSA Executive  
17 Director, and its own findings pursuant to this Section, Section  
18 45-41.1, and the requirements of the competitive procurement  
19 process, determine whether or not to issue any EOA Agreement.

20 **45-41.1. REQUIRED FINDINGS.**

21 The LEMSA shall not approve air ambulance and non-911  
22 ground ambulance Provider Agreements, and shall not recommend  
23 911 ambulance Provider Agreements, unless all of the following  
24 findings are made:  
25

1 (1) That the LEMSA has considered the impact the service will  
2 have on the existing system in regards to emergency medical  
3 care, cost of services, and any other issues relative to the  
4 integrity of the existing system.

5 (2) That the applicant or its responsible managing employee is  
6 adequately trained and experienced in the field of ambulance  
7 services.

8 (3) That each ambulance will be staffed by at least two (2)  
9 persons, one of whom is an Attendant and the other a Driver.

10 (4) That neither the applicant nor any co-partner or managing  
11 employee thereof is registered as a sex offender under the  
12 provisions of Penal Code Section 290.

13 (5) That the applicant or any co-partner or managing employee  
14 thereof affirms that he neither habitually nor excessively uses,  
15 used, nor is addicted to the use of narcotics or dangerous drugs  
16 nor has been convicted of any offense relating to the use, sale,  
17 possession or transportation of narcotics, mood or mind altering  
18 or habit forming drugs.

19 (6) That the applicant or any co-partner or managing employee  
20 thereof affirms that he is not a habitual user of intoxicating  
21 beverages to excess.

22 (7) The applicant or any co-partner or managing employee thereof  
23 within the three-year period immediately preceding the  
24 application has not been under suspension, revocation, or  
25 probation by the Department of Motor Vehicles for cause

1 involving the safe operation of a motor vehicle and has not been  
2 convicted of any of the following offenses:

- 3 a. Failure to stop and render aid in an accident involving  
4 injury or death;
- 5 b. Driving while intoxicated;
- 6 c. Reckless driving.

7 (8) That the applicant or any co-partner or managing employee  
8 thereof has not been convicted of any offense punishable as a  
9 felony in the State of California and has not been convicted of  
10 the crime of theft of either degree within the ten-year period  
11 immediately preceding the application.

12 (9) The applicant or any co-partner or managing employee thereof  
13 does not have any undisclosed financial interest in more than  
14 one ambulance company operating within Butte County.

15 (10) That each ambulance owned or operated by the applicant has  
16 been certified by the California Highway Patrol as in compliance  
17 with the regulations pertaining to ambulances and complies with  
18 the provisions of the EMRO.

19 (11) That the Local EMS Agency has certified the applicant's  
20 compliance with all applicable regulations, standards, and  
21 requirements.

22 (12) That the applicant has signed the statement of intended  
23 compliance with the regulations set forth in Article 5.

24 **45-41.2. ISSUANCE OF LICENSES PROHIBITED.**



1 No approval by any local governmental entity may be given  
2 to any application for a business license or any other license  
3 or permit to operate an ambulance or medical transport service  
4 unless a Provider Agreement as required by the EMRO has been  
5 approved by the LEMSA.

6 **45-41.3. RENEWAL APPLICATIONS.**

7 An application for renewal of any Provider Agreement shall  
8 be processed by the LEMSA in the same manner as an original  
9 application for a Provider Agreement and denial shall be subject  
10 to the same procedures as denial of an original application.

11 **45-41.4. APPEALS.**

12 In the event of a denial of a non-911 Provider Agreement  
13 application by the LEMSA, the appeal procedure set forth LEMSA  
14 policy and procedure shall be followed and utilized.

15 **45-42. INSURANCE; LIMITS; TERMINATION.**

16 Each ambulance service provider shall obtain and keep in  
17 force, at its own expense, during the term of its Provider  
18 Agreement and EOA Agreement, if applicable, insurance coverage,  
19 in amounts not less than those set forth in LEMSA application  
20 requirements or in the case of an EOA, the contract negotiated  
21 between LEMSA and the provider.

22 (a) The Provider Agreement and/or EOA Agreement shall be deemed  
23 automatically suspended during any period when such insurance is  
24 not in full force and effect.

1 (b) Said insurance shall contain coverage expressly recognizing  
2 the indemnification obligations assumed by the ambulance  
3 services or applicant in accordance with the EMRO, but shall not  
4 be construed to limit in any manner the amount of an ambulance  
5 service provider's liability thereunder.

6 (c) Said insurance coverages described above shall expressly  
7 name the County of Butte, its Board of Supervisors, agents,  
8 officers and employees as additional insureds.

9 (d) Said insurance shall not be subject to cancellation,  
10 reduction or material alteration without sixty (60) days prior  
11 written notice to the LEMSA. Any reduction or material  
12 alterations in insurance coverage or change in carriers will be  
13 reported by the LEMSA to the Health Director.

14 (e) Each ambulance placed in operation by the service shall be  
15 included within the scope of the required insurance coverage and  
16 limits.

17 (f) Upon receipt of any notice of cancellation or nonrenewal of  
18 an insurance policy, the LEMSA may immediately order the  
19 ambulance service Provider to cease service in Butte County and  
20 to surrender and terminate any Provider Agreement or EOA  
21 Agreement issued pursuant to the EMRO. Nothing contained herein  
22 prohibits the Provider from appealing the action of the LEMSA  
23 Executive Director in the manner specified in section 45-52 (b).

24 **45-42.1. PROVIDER AGREEMENT REQUIREMENTS.**

25

1 (a) Each non-EOA Provider Agreement shall expire two (2) years  
2 from its effective date and must be renewed prior to expiration.

3 (b) EOA Agreements shall be issued for each Exclusive Operating  
4 Area for 911 ground ambulance service therein. Each Provider  
5 shall be required to adhere to each EOA(s) requirements as  
6 outlined in the applicable EOA Agreement and Provider Agreement.

7 (c) Any EOA Agreement and any Provider Agreement issued pursuant  
8 to the EMRO shall be available for review in the principal place  
9 of business of the Provider and shall not be altered or defaced  
10 in any way. If any official entry on any such Agreement is  
11 defaced, removed, obliterated, or altered in any way, the  
12 Agreement may be subject to suspension under Article 5 of this  
13 Chapter.

14 **45-43. TEMPORARY PROVIDER AGREEMENTS.**

15 Notwithstanding any provisions in this Chapter to the  
16 contrary, if the LEMSA finds that the need for service to an EOA  
17 or portion thereof, or to specific customers, justifies action  
18 before a complete investigation and final determination can be  
19 made pursuant to this Chapter, the LEMSA may issue a temporary  
20 Provider Agreement, which shall be valid only for a stated  
21 period, not to exceed six (6) months, on such conditions as the  
22 LEMSA deems appropriate.

23  
24 **45-44. EMERGENCY ISSUANCE OF TEMPORARY PROVIDER AGREEMENTS.**

25 If ambulance service is disrupted or ended for any of the  
reasons set out in section 45-32 or additional ambulance service

1 is needed to prevent endangerment to the public health and  
2 safety, the LEMSA may issue a temporary Provider Agreement so  
3 that service is provided in any EOA or other service area or  
4 service is increased to two or more ambulance service Providers  
5 in any EOA or other service area on a joint or rotating basis.  
6 Such emergency issuance of a temporary Provider Agreement shall  
7 be effective for a period not to exceed thirty (30) days

8 **45-45. AGREEMENTS; TRANSFERABILITY.**

9 (a) No ambulance service Provider Agreement shall be  
10 transferred by sale, assignment, change of ownership, corporate  
11 reorganization, merger, or otherwise, without the consent of the  
12 LEMSA. Applicants for such transfers shall first file an  
13 application with the LEMSA including such information and  
14 documentation required by the LEMSA.

15 (b) The LEMSA shall investigate the proposed transfer and shall  
16 file a report and recommendation with the LEMSA Board regarding  
17 consent to the proposed transfer. The Board shall thereafter  
18 hold a hearing on the proposed transfer as provided in this  
19 Chapter.

20 (c) For purposes of this section, "transfer" shall not include  
21 changes of ownership not substantially effecting a change of  
22 control of an ambulance company.

23  
24 **ARTICLE 5. RESPONSIBILITIES AND DUTIES OF AMBULANCE SERVICE**  
25 **PROVIDER.**

1 **45-50. COMPLIANCE WITH LAWS, REGULATIONS, POLICIES AND**  
2 **AGREEMENTS.**

3 (a) Each Ambulance Service Provider shall comply with: the  
4 provisions of the Emergency Medical Service System and the  
5 Prehospital Emergency Medical Care Act, Health and Safety Code  
6 sections 1797 et seq.; the California Code of Regulations, Title  
7 22, sections 100000 et seq.; the LEMSA Policies and Procedures  
8 Manual; and any applicable Provider Agreement or other written  
9 agreement with the LEMSA and/or the County.

10 (b) In addition to the other requirements and obligations set  
11 forth in this Chapter, each ambulance service Provider shall:

12 (1) Render services required under this Chapter on a  
13 twenty-four (24) hour a day basis throughout the entire  
14 applicable EOA or other service area specified by the Provider  
15 Agreement in accordance with the LEMSA Policies and Procedures  
16 Manual. Such service shall commence on the date specified in the  
17 Provider Agreement unless the LEMSA agrees to delay the  
18 commencement date upon a showing of good cause by the ambulance  
19 Provider.

20 (2) Notify the LEMSA in writing within five (5) days after  
21 the receipt of the results of all vehicle inspections conducted  
22 by the State and of any disciplinary action taken by any State  
23 agency regarding any ambulance license. Copies of all related  
24 state inspection and reporting forms used to evaluate the  
25 Provider will be provided to the LEMSA.

1 (3) Notify the LEMSA Medical Director and the State of  
2 California Emergency Medical Services Authority (EMSA) in  
3 writing as specified in Chapter 7 sections 1798.200 through  
4 1798.211 of the California Health and Safety Code of any  
5 disciplinary action taken against any EMT or Paramedic employed  
6 by the Provider which could result in suspension or revocation  
7 of a certificate/license pursuant to California Code of  
8 Regulations, Title 22, Division 9, Chapter 6.

9 (4) Notify the LEMSA in writing within thirty (30) days of  
10 any other changes in the information set forth in any  
11 application, certification or document required by this Chapter.

12 (5) Immediately notify the LEMSA, the Health Director and  
13 other affected public safety agencies beforehand of any  
14 foreseeable interruptions, suspensions or delays in services  
15 which may endanger the health, safety and welfare of the  
16 residents of the EOA or other service area, or portion thereof,  
17 covered by license.

18 (6) Immediately notify the LEMSA, the Health Director and  
19 other affected public safety agencies of any unforeseeable  
20 interruptions, suspensions, or delays in service that occur and  
21 result in the Provider being unable to put the required number  
22 of ambulances in the field in accordance with its ambulance  
23 Provider Agreement(s), and/or other contract(s) with the county  
24 and/or the LEMSA, and/or the LEMSA Policies and Procedures  
25 Manual.

1 (7) Staff each ambulance with at least two (2) persons at  
2 all times, one of whom is an Attendant and the other a Driver.

3 (8) Participate in the 9-1-1 telephone system of the County

4  
5 **45-51. AUTOMATIC SUSPENSION OF PROVIDER AGREEMENT.**

6 Failure of any authorized ambulance service Provider to  
7 comply with the notification requirements of section 45-50  
8 (b)(5) or 45-50 (b)(6) shall result in the automatic suspension  
9 of its ambulance service Provider Agreement effective  
10 immediately upon interruption of service. If notification under  
11 section 45-50 (b)(5) or 45-50 (b)(6) does not occur in time for  
12 the LEMSA Board action before an interruption of service occurs  
13 the LEMSA Executive Director may act under section 45-32 and/or  
14 section 45-44.

15 **Section 45-52. AMENDMENT OF AMBULANCE SERVICE PROVIDER**  
16 **AGREEMENTS.**

17 (a) An ambulance service Provider shall file an application  
18 with the LEMSA if it desires to have its ambulance service  
19 Provider Agreement amended to allow it to do any of the  
20 following:

21 (1) Change the number of required ambulances or make any  
22 exchange thereof, or change the required staffing thereof.

23 (2) Change the location where ambulances, operating  
24 equipment and supplies are located.

25 (3) Modify or delete any of the conditions or terms of the  
ambulance service Provider Agreement.

1 (b) The LEMSA shall investigate any proposed change as  
2 specified in subsection (a)(1) or (a)(2) and shall either  
3 approve or disapprove any such change. Within ten (10) days of  
4 receiving notice of the LEMSA's decision, an ambulance service  
5 Provider may file with the LEMSA Executive Director a notice of  
6 appeal to the LEMSA Board. Appeals to the LEMSA shall follow  
7 the procedure(s) outlined in the LEMSA policy and procedure  
8 manual. If the authorized ambulance service Provider desires a  
9 hearing before the LEMSA Board, the authorized Provider shall  
10 request such a hearing in writing at the time of filing his  
11 appeal. The LEMSA Executive Director shall then file a report  
12 and recommendation, including the LEMSA Director's original  
13 decision and the ambulance service Provider's notice of appeal,  
14 with the LEMSA Board regarding such proposal. The LEMSA Board  
15 shall thereafter hold a public hearing on such appeal if a  
16 hearing is requested by the ambulance service Provider or, if no  
17 hearing is requested, the LEMSA Board may act on such appeal  
18 without holding a public hearing.

19 (c) The LEMSA Executive Director shall investigate any  
20 proposed change as specified in subsection (a)(3) and shall file  
21 a report and recommendation with the LEMSA Board regarding such  
22 proposal. The LEMSA Board shall thereafter hold a hearing on  
23 such change as provided in this Chapter.

24 **45-53. TERMINATION OF AMBULANCE SERVICE PROVIDER AGREEMENTS FOR**  
25 **CAUSE.**



1 Any ambulance service Provider Agreement issued under the  
2 provisions of this Chapter may be suspended or terminated if the  
3 authorized ambulance service Provider or any of its employees or  
4 agents has:

5 (a) Violated any of the provisions of this Chapter.

6 (b) Violated any provisions of this Code or other laws of  
7 the County, the State or Federal government pertaining to the  
8 operation of an ambulance, failed to comply with the LEMSA  
9 Policies and Procedures Manual, or breached any written  
10 Agreement with the County or LEMSA.

11 (c) Misrepresented a material statement of fact in the  
12 application for an ambulance service Provider Agreement or  
13 renewal thereof.

14 (d) Violated any of the terms or conditions of its Provider  
15 Agreement or EOA Agreement.

16 (e) Committed any act or failed to perform any duty which  
17 adversely affects the health, safety and welfare of patients or  
18 the public need and necessity for efficient ambulance services.

19 (f) Deliberately provided false information or data to the  
20 Health Director.

21 **45-54. SAME; INVESTIGATION AND CORRECTION OF MATERIAL BREACH.**

22 The LEMSA shall, upon reasonable cause, investigate to  
23 determine whether an ambulance service Provider appears to have  
24 committed any act or failed to perform any duty specified in  
25 violation of this Article. If the LEMSA determines that there is

1 sufficient evidence of such a violation by a non-911 Provider,  
2 the LEMSA may privately reprimand, publicly reprimand, require  
3 corrective measures, or terminate the Provider Agreement, and  
4 shall notify the Provider and the Public Health Director in  
5 writing of its determination and action.

6 In all such cases except those in which the LEMSA  
7 terminates the Provider Agreement, the ambulance Provider shall  
8 meet with the LEMSA and the Public Health Director within 7 days  
9 of receiving notification of the determination and action and  
10 shall provide a corrective action plan with timetables and  
11 deadlines for correction. If the LEMSA determines that there is  
12 sufficient evidence of such a violation by a 911 EOA Provider,  
13 the LEMSA shall notify the Provider and the Public Health  
14 Director in writing of its determination and the action it  
15 recommends

16 **45-55. REVIEW BY THE LEMSA BOARD.**

17 Upon receipt of the LEMSA's notice pursuant to section 45-54  
18 pertaining to a violation of this Article by a 911 ambulance  
19 service Provider, the LEMSA Executive Director shall set a date and  
20 time for a hearing before the LEMSA Board and shall send a notice  
21 thereof to the Provider. In the event the LEMSA Board determines  
22 at the conclusion of the hearing that there has been a violation of  
23 this Article which constitutes an immediate threat to public health  
24 and safety, the LEMSA Board may determine that there has been a  
25 material breach of the EOA Agreement and may terminate said

1 Agreement immediately. As to all other violations, the LEMSA Board  
2 shall mail the Provider written notice, return receipt requested,  
3 setting forth with reasonable specificity the nature of the  
4 violation(s). The Provider shall have the right to cure such  
5 violations within seven (7) calendar days of receipt of such  
6 notice. Within twenty-four (24) hours of receipt of such notice,  
7 the Provider shall deliver to LEMSA, in writing, a plan of action  
8 to cure such material breach. If the Provider fails to cure such  
9 violation(s) within the period allowed for cure (with such failure  
10 to be determined in the sole and absolute discretion of the LEMSA)  
11 or the Provider fails to timely deliver the cure plan to the LEMSA  
12 Board, the LEMSA Board may terminate the EOA Agreement. In the  
13 event of termination of the EOA Agreement, the Provider shall  
14 cooperate completely and immediately with the LEMSA and County to  
15 effect a prompt and orderly transfer of all responsibilities to a  
16 new Provider.  
17

18 The Provider shall not be prohibited from disputing any such  
19 finding of violation and any action by the LEMSA Board with respect  
20 thereto through litigation; provided, however, that such litigation  
21 shall not have the effect of delaying, in any way, the transfer of  
22 911 ground ambulance service in the EOA to a new Provider.  
23

24 **45-56. EMERGENCIES; SUMMARY SUSPENSION.**  
25

1           The LEMSA shall have the power to summarily suspend any  
2 ambulance service Provider Agreement if it appears to the LEMSA,  
3 in the exercise of its reasonable judgment, that the failure to  
4 suspend the ambulance service Provider Agreement presents an  
5 immediate threat or danger to the public health, safety and  
6 welfare. The LEMSA shall immediately give notice to the Public  
7 Health Director and the LEMSA Board of the suspension and the  
8 reasons for the suspension in accordance with section 45-54 of  
9 this Article and the LEMSA Board shall thereafter hold a hearing  
10 on revocation of the ambulance service Provider Agreement  
11 pursuant to section 45-55 of this Article.

12 **45-57 INSPECTIONS.**

13       (a) The LEMSA shall inspect, or cause to be inspected, every  
14 ambulance before it is placed into use and annually thereafter.  
15 The LEMSA may assign such inspection to a designee(s). The LEMSA  
16 shall direct such inspection and review the report, consult with  
17 the designee(s) and may order further inspection. Such  
18 inspections do not duplicate, and shall not be in lieu of,  
19 inspections performed or required by the California Highway  
20 Patrol.

21       (b) After inspection, a written report shall be prepared  
22 indicating every violation or omission of any requirement,  
23 standard, or provision contained in the EMRO with respect to the  
24 ambulance inspected. The report shall set a time period for  
25

1 correction of each violation or omission. A copy of the report  
2 shall be given to the Provider of the service concerned.

3 (c) In addition to the routine inspections required in  
4 subsection (a), the LEMSA and/or designee may, at any time and  
5 in his/their sole discretion, make non-routine inspections of  
6 any unit, station or substation regulated hereunder for the  
7 purposes of determining whether or not any aspect of the service  
8 subject to the EMRO is, or is not, in compliance with the EMRO.  
9 A written report shall be prepared pursuant to subsection (b).

10  
11 **45-58 AMBULANCE REQUIREMENTS.**

12 (a) Operations, standards and procedures, equipment and  
13 response times.

14 (1) In order to be placed into service, each ambulance must  
15 be currently approved by the California Highway Patrol and the  
16 LEMSA, pursuant to the EMRO.

17 (2) Each ambulance must be maintained in a safe operating  
18 condition, including all engine parts, body parts, and all other  
19 operating parts, and equipment used in and on the unit.

20 (3) Each ambulance must have affixed on each side and the  
21 rear thereof the unit designation assigned by the operator and  
22 name of the service. The lettering for such identification shall  
23 be at least four (4) inches in height. The assigned unit  
24 designation shall also be affixed to the ambulance top and shall  
25 be at least twenty-four (24) inches in height.

1 (4) Every ambulance operated in Butte County shall be in a  
2 clean and sanitary condition subject to the sanitary standards  
3 as are prescribed by the LEMSA.

4 (b) Communication equipment. Each ambulance shall be equipped  
5 with at least the following communication equipment:

6 (1) Standardized UHF/Mobile radio providing at least ten  
7 (10) channels with fixed unit located in the patient compartment  
8 of the vehicle.

9 (2) VHF 16 Channel (minimum) radio with Butte County  
10 recommended frequencies.

11 (3) At least one (1) portable UHF radio.

12 Additional communications equipment requirements may be  
13 established by the LEMSA.

14 (4) All radio communication equipment shall be narrow band  
15 capable as required by the FCC.

16 (c) Required personnel.

17 (1) The service must maintain sufficient staff to ensure  
18 twenty-four-hour dispatch capability.

19 (2) No service will allow either ambulance Attendants or  
20 Drivers to work more than forty-eight (48) hours consecutively.  
21 If a service allows its Attendants or Drivers to work forty-  
22 eight (48) hours consecutively it is prohibited by this Chapter  
23 to do so more than one (1) time per consecutive fourteen day  
24 period. During any shift longer than twenty-four (24) hours,  
25

1 Drivers and Attendants shall perform only pre-hospital care and  
2 shall have no other duties.

3 (3) In addition to any other requirements contained herein,  
4 no service may utilize a Driver to operate a unit unless:

5 a. He or she is familiar with the EOA or other geographic  
6 area of the Provider's service area;

7 b. He or she has adequate knowledge of all the hospitals  
8 within the EOA or other geographic area of the Provider's  
9 service area;

10 c. He or she can operate a two-way radio; and

11 d. He or she can drive an ambulance under emergency  
12 conditions.

13 (4) Each service must provide written notice to the LEMSA of  
14 any change in personnel or ambulances, within ten (10) days  
15 after such change, unless an alternate plan has been approved by  
16 the LEMSA.

17 (5) Services may utilize only those Drivers and Attendants  
18 who are appropriately licensed, certified and accredited.

19 (6) When in operation every ambulance must be staffed, at a  
20 minimum, by two (2) persons, one of whom is an Attendant and the  
21 other a Driver.

22 (7) Services must ensure to the best of their ability that  
23 their attendants are free of physical defects or diseases which  
24 may either endanger their patients or impair their ability to  
25 attend to patients.

1 (d) Insurance requirements.

2 (1) Each ambulance service Provider shall obtain and keep in  
3 force during the term of its Provider Agreement insurance  
4 coverage issued by a company authorized to do business in the  
5 State of California and of the type and coverage amount  
6 specified in Section 45-42.

7 (2) Each ambulance placed into operation by the Provider  
8 shall be included within the scope of the required insurance  
9 coverage and limits.

10 (e) Vehicle Equipment

11 (1) All ambulances must have equipment as specified in the  
12 LEMSA policy referencing Vehicle Equipment List.

13 (2) All medical equipment and supplies on ambulances must  
14 be stored pursuant to LEMSA approved medical control policies.

15 (f) Requirements for interior configuration, design and  
16 dimension of ambulances. Each ambulance must:

17 (1) Contain at least three hundred (300) cubic feet of  
18 space.

19 (2) Have additional shelf and other storage space  
20 sufficient for controlled substances including locked storage in  
21 accordance with Section 45-59.1.

22 (3) Have proper storage of other medical equipment and  
23 supplies to prevent patient injury in transit and to meet  
24 approved procedures for management of patients.

25



1 (4) Have systems which will control temperature adequately  
2 to maintain the integrity of the medical supplies and drugs as  
3 well as the health and safety of the patients and Attendants.

4 (g) Maintenance program. Each ambulance, at a minimum, shall  
5 be maintained in accordance with a maintenance and replacement  
6 plan approved by the LEMSA.

7 (h) Required equipment reserve. Each Provider is to maintain a  
8 minimum backup reserve to adequately meet response time  
9 standards. These ambulances must normally be based in Butte  
10 County and readily available for immediate use. The ambulances  
11 would be used for high volume periods, standbys, and backup for  
12 transfers and maintenance.

13 (i) Response time criteria. Each ambulance service Provider  
14 shall meet or exceed the response time criteria established for  
15 all areas as determined by LEMSA policy.

16 (j) Dispatching. Each 911 ambulance service Provider in Butte  
17 County shall be required to adhere to the following dispatching  
18 requirements:

19 (1) Any requirement set forth by the LEMSA in any  
20 competitive procurement process documents for the provision of  
21 ambulance services which includes ambulance dispatch.

22 (2) Twenty-four-hour EMD.

23 (3) Have radio equipment sufficient to permit  
24 communication:

25 a. With all ambulances operated by the service; and

1           b. Permitting communication with the service's local and  
2 county public service answering points.

3           (4) Phone system with multi outside line capability.

4           (5) Back-up power system with an automatic start or  
5 immediate access to an alternative dispatching source.

6           (6) Complying with all CHP guidelines.

7           (k) Call service. Non-911 ground ambulance service Provider  
8 are not required to provide dispatching services as set forth in  
9 sub-section j above. However, such Providers shall be required  
10 to provide a call-answering service twenty-four hours per day,  
11 seven days per week.

12          (1) Station requirements. Every station and substation used by  
13 an ambulance service must meet the following requirements:

14           1 Compliance with applicable building, fire, zoning and  
15 land use codes and regulations;

16           2. Adequate sanitary storage space for equipment and  
17 materials to be used in the operation of the service;

18           3. Communication capability with a central dispatch  
19 facility having both a primary and secondary communication  
20 system;

21           4. Properly located to permit any ambulance operating  
22 therefrom rapid and safe egress to a main thoroughfare;

23           5. Adequate off-street parking space for all units  
24 operating therefrom;

25           6. Attended by EMD personnel on a twenty-four-hour basis,

1 unless the service participates in a central dispatch facility  
2 approved by the LEMSA and provides EMD and pre-arrival  
3 instructions;

4 7. At least one (1) additional clean uniform for each on  
5 duty staff member;

6 8. Maintained in a clean and sanitary condition and have  
7 suitable sleeping quarters, and an on-site restroom facility;

8 9. Maintain clean, sanitary and safe food preparation and  
9 storage facilities.

10 (m Every station and substation shall be inspected prior to  
11 the issuance of any Provider Agreement and, thereafter, shall be  
12 inspected at least once yearly by the LEMSA or its designee(s)  
13 for the purpose of determining whether or not the station or  
14 substation is in compliance with the EMRO and any other health  
15 department regulations.

16 **45-59.1 DRUGS, DANGEROUS DRUGS AND CONTROLLED SUBSTANCES.**

17 All administration, supply, re-supply, documentation,  
18 storage and security measures and destruction of drugs,  
19 dangerous drugs, controlled substances and hypodermic devices  
20 must be in compliance with all laws and regulations of the state  
21 and federal government and the local EMS agency. As used in this  
22 section, drugs, dangerous drugs and controlled substances have  
23 the meaning ascribed to them in the State Board of Pharmacy  
24 regulations.

25 **45-59.2 AMBULANCE SERVICE; REQUIRED REPORTS AND RECORDS.**

1 (a) A report of each ambulance call shall be maintained by the  
2 Provider and kept per CHP and LEMSA requirements. One (1) copy  
3 of the report shall accompany patient's records and delivered to  
4 the receiving medical facility in accordance with the LEMSA  
5 documentation policy, and one (1) copy shall be filed with the  
6 ambulance Provider.

7 (b) The provisions of subsection (a) of this section shall apply  
8 with equal force where patients die before being so transported  
9 therein or at anytime prior to the acceptance of the patient  
10 into the responsibility of the hospital or medical or other  
11 authority if the patient is still under the care or  
12 responsibility of the ambulance.

13 (c) Records kept by any Provider pursuant to state regulations  
14 shall, during regular business hours, be open to inspection by  
15 the LEMSA or its designated representative upon request.

16 **45-59.3. RULES AND REGULATIONS.**

17 The LEMSA is hereby authorized and directed to propose  
18 rules and regulations prescribing and defining the duties and  
19 procedures to be observed and complied with by an ambulance  
20 Provider and by Drivers and Attendants, which rules and  
21 regulations and any amendments thereof shall be subject to  
22 approval by the LEMSA Board. Such rules and regulations shall  
23 include, but not be limited to:

- 24 (1) Ambulance Vehicle Equipment List;  
25 (2) Ambulance Maintenance Program; and

1 (3) Ambulance Operation Standards.

2 Such rules and regulations and amendments thereto, when approved  
3 by the LEMSA Board through its Medical Control Committee shall  
4 constitute enforceable provisions of the EMRO. Copies of said  
5 rules and regulations and any amendments thereof shall be  
6 delivered to each ambulance service Provider at the time the  
7 Provider Agreement is issued.

8 **45-59.4. SUPPLEMENTAL REGULATIONS.**

9 The provisions of the EMRO shall be deemed as supplemental  
10 to the provisions of any other pertinent laws or ordinances of  
11 the county.  
12

13 **ARTICLE 6. ISSUANCE OF EMT and PARAMEDIC CERTIFICATES; DUTIES**  
14 **AND RESPONSIBILITIES**

15 **45-60. EMT CERTIFICATE.**

16 Any person desiring to act as or be employed as an EMT or  
17 provide EMT services for an Ambulance Service Provider within  
18 the County shall apply for and obtain an EMT certificate from  
19 any LEMSA within the State in accordance with Health & Safety  
20 Code sections 1797.210 and 1797.212 and in accordance with LEMSA  
21 Policies and Procedures Manual.  
22

23 **45-61. (PARAMEDIC)LICENSE.**

24 Any person desiring to act as or be employed as an EMT-P or  
25 provide EMT-P services for an Ambulance Service Provider within  
the County shall apply for and obtain an EMT-P license in

1 accordance with Health & Safety Code sections 1797.172 and in  
2 accordance with the State Emergency Medical Services Authority  
3 (EMSA) and be accredited by the LEMSA.

4 **45-62. RESPONSIBILITIES AND DUTIES OF EMTs AND PARAMEDICS.**

5 In addition to the other requirements and obligations set forth  
6 in this Chapter, each EMT, Paramedic shall comply with: the  
7 provisions of the Emergency Medical Services System and the  
8 Prehospital Emergency Medical Care Act, Health and Safety Code  
9 section 1797 et seq.; the California Code of Regulations, Title  
10 22, section 100000 et seq.; and the LEMSA Policies and  
11 Procedures Manual. Failure to comply with this section shall  
12 result in disciplinary action as provided in Health and Safety  
13 Code section 1798.200 and the LEMSA Policies and Procedures  
14 Manual.

15  
16 **ARTICLE 7. COMPLAINT PROCEDURE**

17 **45-70 COMPLAINTS.**

18 Any person who has received services from a person licensed  
19 or certified under the provisions of this Chapter and who has  
20 any complaint regarding the quality or adequacy of such service,  
21 or compliance with this Chapter, may file a written complaint  
22 with the LEMSA setting forth in detail the reasons for said  
23 complaint. The LEMSA shall notify the local office of the  
24 California Highway Patrol of any such complaint if appropriate,  
25 investigate the allegations contained in the complaint and, if

1 there is substantial evidence to verify said allegations, the  
2 LEMSA shall notify the Health Director and the ambulance  
3 Provider of his findings, and the measures to be taken pursuant  
4 to sections 45-63, 45-51, or 45-54, if any.

5  
6 **ARTICLE 8. LEMSA BOARD DECISIONS AND JUDICIAL REVIEW**

7 **45-80. LEMSA BOARD DECISIONS FINAL; NEW APPLICATIONS.**

8 The determination of the LEMSA Board after the conclusion of  
9 any hearing pursuant to this Chapter shall be final. An  
10 applicant or authorized ambulance service Provider may not  
11 submit a new application for a Provider Agreement to serve the  
12 same or a portion of the same EOA or other service area  
13 determined adversely to it, of for which its Agreement has been  
14 terminated for cause, for a period of six (6) months after said  
15 determination has been made by the LEMSA Board, unless the LEMSA  
16 Board finds that the public interest requires a reconsideration  
17 of the matter within a shorter period of time.

18 **45-81. JUDICIAL REVIEW OF DECISION.**

19 Judicial review of a decision of the LEMSA Board made after a  
20 hearing pursuant to this Chapter, if the decision terminates an  
21 ambulance service Provider Agreement, shall be made pursuant to  
22 section 1094.6 of the Code of Civil Procedure of the State of  
23 California. The method of judicial review, the time limits for  
24 judicial review, and all of the other provisions of said section  
25 1094.6 shall govern such judicial review. When giving written

1 notice to the applicant that the ambulance service Provider  
2 Agreement application has been denied or an ambulance service  
3 Provider Agreement revoked, the LEMSA Board shall notify the  
4 applicant or an ambulance service Provider that the time within  
5 which judicial review must be sought is governed by said section  
6 1094.6.

7 Section 2. Severability. If any provision of this Ordinance or  
8 the application thereof to any person or circumstances is for  
9 any reason held to be invalid by a court of competent  
10 jurisdiction, such provision shall be deemed severable, and the  
11 invalidity thereof shall not affect the remaining provisions or  
12 other applications of the Ordinance which can be given effect  
13 without the invalid provision or application thereof.

14 Section 3. Effective Date and Publication. This Ordinance  
15 shall take effect thirty (30) days after the date of its  
16 passage. The Clerk of the Board of Supervisors is authorized  
17 and directed to publish this ordinance before the expiration of  
18 fifteen (15) days after its passage. This Ordinance shall be  
19 published once, with the names of the members of the Board of  
20 Supervisors voting for and against it, in the

21 \_\_\_\_\_, a newspaper of general  
22 circulation published in the County of Butte, State of  
23 California.  
24  
25



1 PASSED AND ADOPTED by the Board of Supervisors of the County of  
2 Butte, State of California, on the \_\_\_\_\_ day of  
3 \_\_\_\_\_, 2012, by the following vote:

4 AYES:

5 NOES:

6 ABSENT:

7 NOT VOTING:

8

9

\_\_\_\_\_  
(INSERT NAME), Chair of the  
Butte County Board of Supervisors

10

11 ATTEST:

12

13

\_\_\_\_\_, Interim Chief  
Administrative Officer  
and Clerk of the Board

14

15

16

17

By \_\_\_\_\_

18

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19

20

21

22

23

24

25

## Appendix 5

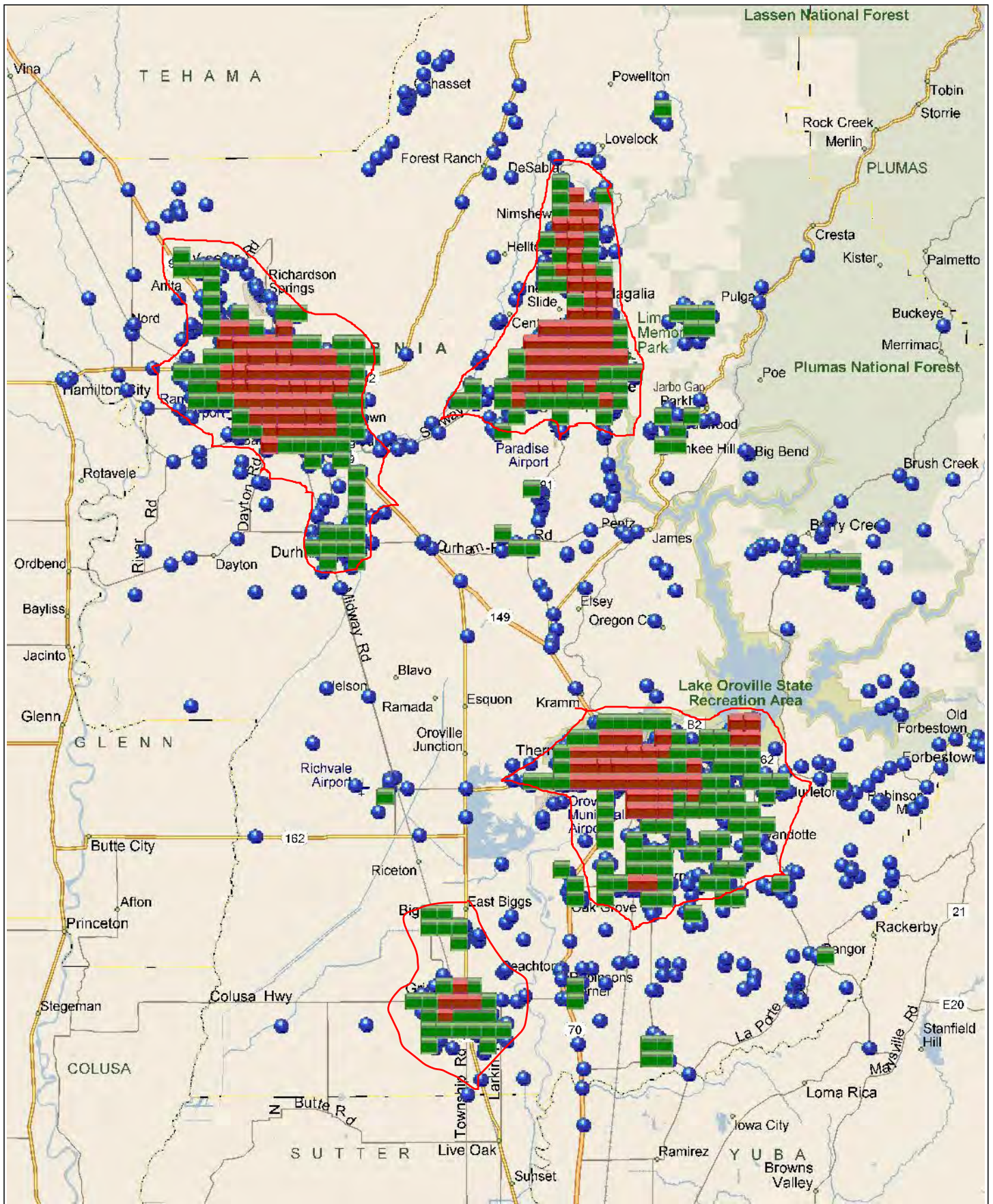
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### Call Density Response Zone Map



# Appendix 5

## Urban vs. Rural Distribution, Butte Co, CA



# Appendix 5

## CLASS by Latitude & Longitude

RURAL

URBAN

## Pushpins

All Data - Jan - Aug 2011

## **Appendix 6**

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### **Emergency Ambulance Service Rates**



## Appendix 6

### Current Ambulance Rates

#### **ENLOE AMBULANCE**

BLS \$1537.00

ALS \$ 2354.00

MILEAGE \$ 54.00 / 6.00 FOR 10th of a mile.

#### **GRIDLEY AMBULANCE**

BLS/ALS \$2014.00

MILEAGE \$ 45.00 / 5.00 10th of a mile

## **Appendix 7**

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### **Procurement Time Line**



**APPENDIX 7  
PROCUREMENT TIME LINE**

<b>Date</b>	<b>Activity</b>
April 13, 2012	RFP Released
May 1, 2012	Written Questions/Clarifications Due
May 15, 2012	Proposers' Conference
May 31, 2012	Clarification Addendum to RFP Distributed
July 18, 2012	Proposals due at 4 p.m. and Public Proposal Opening
August 3, 2012	Proposer presentations
August 10, 2012	Protest period Begins
September 14, 2012	Presentation to Board; negotiation of contract authorized
October 30, 2012	Contract negotiations completed
May 1, 2013	Startup of new contract



## **Appendix 8**

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### **Required Forms**



**APPENDIX 8 - EXHIBIT A  
FACE SHEET**

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

This is a proposal to contract with Sierra-Sacramento Valley EMS Agency to provide emergency medical ground ambulance services to persons requesting said service throughout the County of Butte.

**Name of Proposer:** \_\_\_\_\_

**Db:** \_\_\_\_\_

**Type Of Organization:**  Corporation  LLC  Partnership  Other \_\_\_\_\_

**Date Founded Or Incorporated:** \_\_/\_\_/\_\_

**Legal Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** ( ) - ext.: **Fax:** ( ) - *(Required For Notification)*

**Federal Tax Identification Number:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Phone:** ( ) - **E-Mail:** \_\_\_\_\_

**Address For Mailings:** *(If different from above):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date Submitted:** \_\_/\_\_/\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**APPENDIX 8 EXHIBIT B  
DEBARMENT AND SUSPENSION CERTIFICATION**

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, its principal, and any named subcontractor:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**Proposer Name:** \_\_\_\_\_

**Proposer Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_/\_\_/\_\_

**APPENDIX 8 EXHIBIT C  
REFERENCES**

**CURRENT REFERENCES**

**Proposer name:** \_\_\_\_\_

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/___/___,

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/___/___,

**APPENDIX 8 EXHIBIT C  
REFERENCES**

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	( ) -
Service Provided:	
Dates/Type of Service:	/ /

## APPENDIX 8 EXHIBIT C REFERENCES

### FORMER REFERENCES

Proposer name: \_\_\_\_\_

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/___/___,

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/___/___,

**APPENDIX 8 EXHIBIT C  
REFERENCES**

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/___/___,

**APPENDIX 8 EXHIBIT D  
INVESTIGATIVE AUTHORIZATION - INDIVIDUAL**

The undersigned, being \_\_\_\_\_ (title) for \_\_\_\_\_ (entity), which is a prospective Contractor to provide Emergency Ambulance Services to Butte County recognizes that public health and safety requires assurance of safe, reliable and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the Butte County EMS Agency or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

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

**AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:**

\_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Individual Name

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

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

Notary Public Seal

Commission Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



## **APPENDIX 8 EXHIBIT E INVESTIGATIVE AUTHORIZATION – ENTITY**

The undersigned entity, a prospective Contractor to provide Emergency Ambulance Services for Butte County recognizes that public health and safety requires assurance of safe, reliable and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the Butte County EMS Agency, or its agents. The entity specifically agrees that the Butte County EMS Agency or its agents may conduct an investigation for the purpose into, but not limited to the following matters;

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

**APPENDIX 8 EXHIBIT E  
INVESTIGATIVE AUTHORIZATION – ENTITY**

This authorization shall expire six (6) months from the date of the signature.

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

**Entity Name:** \_\_\_\_\_

**Authorized Representative (Signature):** \_\_\_\_\_

**Authorized Representative (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity. In WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year last above written.

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

Notary Public Seal

Commission Expiration Date: \_\_\_/\_\_\_/\_\_\_

## **Appendix 9**

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### **Required Insurance Coverage**



## **APPENDIX 9 INSURANCE REQUIREMENTS**

- 1. EVIDENCE OF INSURANCE:** Certificates of insurance are required from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFP.
- 2. COUNTY NAMED AS ADDITIONAL INSURED:** The County's insurance requirements for Additional Insured reads, "All insurance required above with the exception shall be endorsed to name as additional insured." An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the "Accord") carries a disclaimer, "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below." Additional insured listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.
- 3. INSURANCE PROVISIONS**
  - 3.1 CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:
    - (a) Workers' Compensation insurance. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.
    - (b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company with an A.M. Best rating of A: VII or better:
      1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than FIVE MILLION DOLLARS (\$5,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If

## **APPENDIX 9 INSURANCE REQUIREMENTS**

the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than THREE MILLION DOLLARS (\$3,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE MILLION DOLLARS (\$3,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the approval of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the County Fire Department prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced in 7(b)(1) and (3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to

## **APPENDIX 9 INSURANCE REQUIREMENTS**

liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

- (d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## **Appendix 10**

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### **Financial Document Forms**



## APPENDIX 10-EXHIBIT A PRO FORMA BUDGET

\*\*\*THIS FORM MUST BE COMPLETED FOR THE FIRST THREE YEARS OF OPERATION  
AND BE INCLUDED IN THE PROPOSAL\*\*\*

### PROPOSED ANNUAL OPERATING BUDGET

Year: \_\_\_\_\_

#### ANNUAL REVENUES

##### Patient Charges

Private payments	\$ _____
Medi-Cal	\$ _____
Medicare	\$ _____
Other third party payments	\$ _____
Subtotal	\$ _____

##### Other, Specify:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

##### Total Revenue

\$ \_\_\_\_\_

##### NET INCOME

\$ \_\_\_\_\_

#### BASIS FOR PATIENT REVENUE PROJECTIONS:

Source of Payment	Annual number of transports	%	Average payment/transport	Annual Revenue
Private			\$	\$
Medi-Cal Only			\$	\$
Medicare/Medi-Cal			\$	\$
Medicare Only			\$	\$
Other: _____			\$	\$
No Payment			\$0.00	\$0.00
<b>TOTAL</b>		<b>100%</b>	<b>\$</b>	<b>\$</b>



**APPENDIX 10-EXHIBIT A  
PRO FORMA BUDGET**

**ANNUAL EXPENSES**

**Personnel**

**Paramedics**

Wages \$ \_\_\_\_\_

Benefits \$ \_\_\_\_\_

**EMT-I's**

Wages \$ \_\_\_\_\_

Benefits \$ \_\_\_\_\_

**Other Personnel**

Wages \$ \_\_\_\_\_

Benefits \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Vehicles**

Gasoline, oil, tires \$ \_\_\_\_\_

Repair and maintenance \$ \_\_\_\_\_

Depreciation \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Medical Equipment/Supplies**

Supplies \$ \_\_\_\_\_

Equipment lease/depreciation \$ \_\_\_\_\_

Maintenance & Repair \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Other**

Rents and leases \$ \_\_\_\_\_

Insurance \$ \_\_\_\_\_

Utilities and telephone \$ \_\_\_\_\_

Office supplies & postage \$ \_\_\_\_\_

Professional Services \$ \_\_\_\_\_

Taxes \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**TOTAL EXPENSES**

\$ \_\_\_\_\_