

**REQUEST FOR PROPOSALS**

**Exclusive Ambulance Services Provider  
for the  
Santa Barbara County Exclusive Operating Area**



**County of Santa Barbara  
Department of Public Health  
Emergency Medical Services Agency**

**RFP#**

**PROPOSAL RELEASE DATE: May 11, 2022  
PROPOSALS DUE: July 11, 2022**

**Reply Electronically to this Invitation via [Public Purchase](#):  
no later than the date and time indicated above for the RFP Response Deadline.  
Submittal by fax or email is not acceptable.**

**Note: This RFP does not constitute an order for the goods or services specified.**

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## **Section 1 — INTRODUCTION**

### **1.1 PURPOSE**

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

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

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

Pursuant to California Health and Safety Code, Section 1797.200, the Santa Barbara County Board of Supervisors has designated the Department of Public Health’s Emergency Medical Services (EMS) Agency as the LEMSA for the County of Santa Barbara. In this role, the LEMSA has the exclusive responsibility to plan, implement, evaluate, and regulate the Santa Barbara County EMS System. California Health and Safety Code, Section 1797.224 authorizes the LEMSA, through a competitive procurement process, to create exclusive operating areas for the provision of ambulance services.

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

### **1.2 GOALS OF THE PROCUREMENT**

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Ambulance service is one component for the provision of effective medical services in the community. This RFP seeks proposals for ambulance service for both emergency and non-emergency ambulance service for the County of Santa Barbara.

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

The County of Santa Barbara’s goal is to sustain and further develop a high-quality EMS system, by ensuring Community Access & Education, Provider Safety & Support, and Clinical Excellence.

Essential elements of this quality system include:

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

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

### **1.3 BACKGROUND**

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In 2017, the LEMSA released a Request for Proposals (RFP) for a comprehensive review of the County's EMS System to ensure the County's EMS System could effectively manage changes through 2030 and beyond.

The LEMSA facilitated a three-phase process. Phase 1 of the project consisted of a comprehensive and objective EMS System assessment. Phase 2 and 3 consisted of a collaborative, facilitated design of EMS System enhancements, including milestones and success metrics. The desired outcome of the project was the implementation of a Triple Aim approach in the EMS System that maintained a high level of clinical proficiency, while being operationally sound and fiscally responsible. Fitch and Associates completed the comprehensive and objective EMS System assessment and developed a strategic plan including milestones and success metrics in collaboration with stakeholders.

The resulting decision was made to conduct a Request-For-Proposals (RFP) for ambulance transport services

### **1.4 OVERVIEW OF EMS SYSTEM DESIGN**

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#### **A) Oversight and Governance**

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

The LEMSA is comprised of two (2) basic functional areas: EMS Operations and Clinical Systems. There are currently five (5) full-time staff assigned and one (1) Extra-Help employee (excluding contracted Medical Director) to the Agency. The LEMSA is primarily funded by program fees, with a small amount of money coming from the General Fund.

## B) Service Area

As set forth in the LEMSA's current EMS Plan, the county is currently divided into three (3) Operating Areas as outlined on the Maps in Appendix 2.

- i) Area 1 is a "grandfathered" Exclusive Operating Area (EOA), serviced by AMR. AMR (and its predecessor-in-interest) has been providing service in the County, since prior to 1981 in the area previously defined as EOA 1. After several extensions of the AMR contract, it now expires on December 31, 2022. This is the first time the County has conducted an RFP for ambulance services.
- ii) Area 2 is a Non-Exclusive Area, serviced by AMR and County Fire.
- iii) Area 3 is an EOA, serviced by County Fire.

Vandenberg Air Force Base is a Federal property and therefore exempt from this RFP.

## C) Dispatch

Fire resources in the County are dispatched by the six (6) Public Safety Answering Point (PSAPs) as listed below.

### *Dispatch Fire Departments Only*

- i) Lompoc City Police Department for the Lompoc Fire Department
  - o PSAP
  - o Non-EMD
- ii) Santa Maria City Police Department for the Santa Maria Fire Department & Guadalupe Fire Department
  - o PSAP
  - o Non-EMD
- iii) Santa Barbara City Police Department for the Santa Barbara City Fire Department
  - o PSAP
  - o EMD
- iv) South Coast Dispatch for the Montecito Fire Protection District & Carpinteria Summerland Fire Department
  - o Secondary PSAP
  - o EMD
- v) Vandenberg Air Force Base for the Vandenberg Fire Department
  - o PSAP
  - o Non-EMD

### *Dispatch Fire and Ambulance*

- vi) Santa Barbara County Sheriff for the Santa Barbara County Fire Department & AMR
  - o PSAP
  - o EMD

Currently requests for service in the Lompoc, Santa Maria, Guadalupe and Vandenberg do not routinely receive EMD or prioritized EMS/ambulance dispatch. Critical sequence calls (cardiac arrest, choking and child birth) are transferred to the County Sheriff Dispatch Center. All other requests for ambulance are made via phone call and the ambulance is dispatched code 3 (lights and sirens). This results in an inflated number

of Priority 1 calls in these areas. Approximately 15,000 calls annually do not receive EMD. Future improvements are articulated in the next section.

#### D) First Response

The County is served by eight (8) agencies providing EMS and first response:

- i) Carpinteria-Summerland Fire Department, ALS
- ii) Montecito Fire Protection District, ALS
- iii) Santa Barbara City Fire Department, BLS
- iv) Santa Barbara County Fire Protection District, ALS and BLS
- v) Lompoc Fire Department, BLS-Optional Scope
- vi) Santa Maria Fire Department, BLS
- vii) Guadalupe Fire Department, BLS-Optional Scope
- viii) Vandenberg Fire Department, BLS
  - o This agency provides first response on base and mutual-aid within the County

#### E) Patient Transport

Emergency medical transport services are provided by two ground ambulance services, American Medical Response (AMR) and the Santa Barbara County Fire Department (County Fire), one air ambulance (CALSTAR), one ALS rescue helicopter (County Fire).

#### F) Medical Control

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

#### G) Hospital System

There are five receiving hospitals in the County.

- i) Santa Barbara Cottage Hospital
  - o Base Hospital, L1 Trauma Center (Adults), L2 Trauma Center (Pediatrics)\*, STEMI Receiving Center, Comprehensive Stroke Center
- ii) Goleta Valley Cottage Hospital
  - o Base Hospital
- iii) Santa Ynez Cottage Hospital
  - o Base Hospital, Acute Stroke Ready Hospital
- iv) Lompoc Valley Medical Center
  - o Base Hospital, Acute Stroke Ready Hospital
- v) Marian Regional Medical Center
  - o Base Hospital, L3 Trauma Center, STEMI Receiving Center, Primary Stroke Center

*\*Locally designated, not ACS verified.*

#### H) No Subsidy System

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

### **1.5 SIGNIFICANT EMS SYSTEM ENHANCEMENTS**

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The County supports an EMS System focused on patient outcomes, provider financial stability, and quality training for all EMS providers. The Santa Barbara County EMS System has a solid foundation however this RFP is an opportunity to improve systems of care including:

#### A) Transition of Priority Dispatch/Pre-Arrival Instruction Responsibility

The County is shifting to a single point-of-dispatch for all fire and EMS resources, which is intended to provide EMD for every EMS call received in the County. The County Fire Department is in the beginning stages of building a secondary PSAP. Once operational, it is expected that all EMS calls for service (regardless of origination point) will be transferred to the new Regional Fire Communications Center (RFCC) to provide EMD services for all EMS related calls within the County. It is also expected that the Contractor will enter into contract negotiations with County Fire Department to manage unit deployment, 911-call prioritization & dispatch, and pre-arrival instructions. It is expected that this center will be operational within the first 18 months of the term of the agreement resulting from this RFP (also referred to herein as the Agreement). Of additional significance is the shift from UHF radio frequency (currently in use) to VHF radio frequency (used by County Fire).

The LEMSA is currently developing plans to address the transitional period during the initial performance period of the Agreement. The LEMSA expects to have options for mitigation finalized prior to negotiation of the Contract resulting from this RFP.

Until such time that the RFCC is operational the Contractor is required to be dispatched by the County Public Safety Communications Center, which is operated by the County Sheriff's Department.

#### B) Reduced Number of Compliance Zones

In an effort to simplify the complexity of the current response time compliance model, the LEMSA has reduced the number of response time compliance zones from eight (8) to five (5). In addition to simplifying the compliance process, it will also help ensure that ambulance resources remain strategically deployed in specific geographic regions.

#### C) Response Time Extensions No Longer Permitted

An effective and comprehensive EMS System includes fire first response EMS services. In previous iterations on the County's EMS System, rapid response times were the predominant measure of performance. Commensurate with the LEMSA's desire to focus on a Triple Aim approach, ambulance response time requirements will not be extended by the arrival of another EMS responder or unit prior to ambulance arrival. These have typically been referred to "Stop the Clock" arrangements.

D) Contractor Costs to Provide Reimbursement of County Expenditures

As a part of any contract awarded pursuant to this RFP, the Contractor shall be required to remit all required payments to the LEMSA and the Designated Communications Center. The required payments are designed to reimburse only the actual costs the LEMSA and/or County expends for dispatch services, medical direction, LEMSA QI processes and system oversight. These payments are to be computed as outlined herein and shall be submitted in a format acceptable to the LEMSA.

The Contractor shall reimburse Santa Barbara County up to a maximum annual amount of \$2,696,948. Currently, the cost recovery allocation includes the operation of the LEMSA (\$1,085,708) the EMS Clinical & Technical Enhancement Fund (\$52,625) and the provision of Emergency Dispatch Services (\$1,611,240). The aforementioned costs will be adjusted annually in accordance with the rate increase process as outlined in Section 8.3 of this RFP.

In circumstances where additional services are required, the LEMSA and Contractor will meet to identify opportunities to address the cost changes with the Contractor. Remedies may include a decrease in services provided (by interested parties) or an increase in monies paid to the LEMSA/County.

All payments shall be made in the manner outlined in Section 8.6 of this RFP.

E) EMS Clinical & Technical Enhancement Fund

It is the intent of the EMS Agency to fund EMS Clinical and Technical enhancements for the EMS System. This has historically been done by the EMS Agency utilizing penalty assessments from the Contractor. With the reduction of compliance zones and introduction of discounts to response time penalties for superior clinical performance, the EMS Agency expects the penalty assessments to be dramatically reduced. As such, the EMS Agency has developed and *EMS Clinical and Technology Enhancement Fund*.

The EMS Clinical & Technical Enhancement Fund contribution will be evaluated on a Quarterly basis and adjusted based on transport volume for the same Quarter of the preceding year. The Contractor's contribution to the EMS Clinical & Technical Enhancement fund will adjusted by the percentage difference in the transport volume of the two Quarters. For example, if the Quarter 1 of 2023 transport volume is 10% lower than the Quarter 1 of 2022 transport volume, then the Contractor's contribution for Quarter 1 of 2023 will be reduced by 10%.

The EMS Agency will manage the *EMS Clinical and Technology Enhancement Fund*. The intent of the fund is to provide systemic enhancements, however providers may request funding for specific clinical or technological enhancements. The EMS Agency will report on the Fund as a part of the Board of Supervisors Report, as outlined in Section 7.8 of this RFP.

All payments shall be made in the manner outlined in Section 8.6 of this RFP.

F) Newly Acquired Data and Education Management Tools

- i) First Watch, is the LEMSA's recognized third-party system data monitoring tool. The County has procured a license for FirstWatch, FirstPass, Patient Centric View, Interactive Dashboard View (IDV), and the Online Compliance Utility (OCU).
- ii) Vector Solutions (dba Target Solutions) Learning Management System (LMS) has recently been procured by the LEMSA. All LEMSA required continuing education will be distributed and tracked on this platform by all EMS providers in the County.

The Contractor is responsible for any costs associated with procuring, integrating, and maintaining these systems, as well as ensuring the LEMSA has "administrator level" access to view Contractor performance and compliance.

G) Mental Health Patient Support

As identified in the 2018 EMS System Review the support and appropriate resource deployment to facilitate the effective clinical management and movement of mental health patients within the EMS System was a significant opportunity for improvement. This RFP has been designed to allow for Proposers to develop and demonstrate EMS system innovations in this arena.

H) Interfacility and CCT System

As identified in the 2018 EMS System Review, the support and appropriate resource deployment to facilitate the effective clinical management Interfacility Transport (IFT) system, including Critical Care Transports (CCTs) was a significant opportunity for improvement. This RFP has been designed to allow for Proposers to develop and demonstrate EMS system innovations in this arena.

I) Clinical Metrics and Liquidated Damages

The LEMSA's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. These system specifications are drawn from many reference sources but are generally consistent with the direction provided in the National Highway Traffic Safety document, The EMS Agenda 2050, and are consistent with core recommendations of the Institute for Medicine report on EMS: Emergency Medical Services: At the Crossroads.

To facilitate the routine and progressive oversight of the clinical aspects of the EMS System, the LEMSA has developed Clinical Key Performance Indicators (KPIs) and a Clinical Scoreboard. These will be used to either assess financial credits or levy response time liquidated damages based on clinical performance.

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**1.6 RELEVANT INFORMATION REGARDING SERVICE AREAS**

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

A) Historical Service Volume

The County call volume must be determined by any potential Contractor. Historical call volume data for the past five years is provided below. There has been no independent validation of this data and Proposers are encouraged to use their own means to analyze the service to determine response and transport volumes. The LEMSA does not guarantee any number of responses or transports.

AMR					
	2016	2017	2018	2019	2020
Medicare	15,605	16,451	15,946	15,308	13,825
Medi-Cal	7,744	7,557	7,376	7,328	7,729
Commercial	3,324	3,108	2,916	2,821	2,367
Self-Pay	3,492	3,109	3,050	3,376	3,178
VA	154	47	64	76	143
Other	1,186	1,042	796	747	599
Total	31,505	31,314	30,148	29,656	27,841

County Fire	
	2017 - 2019
Medicare	1,008
Medi-Cal	203
Commercial	270
Self-Pay	398
VA	11
Other	27
Total	1,917

Current providers are required to obtain County approval for established transport rates. The current ambulance service rates are included in Appendix 3.

B) Historical Payer Mix

The County payer mix must be determined by any potential Contractor. Historical payer mix data for the past five years is provided below. There has been no independent validation of this data and Proposers are encouraged to use their own means to analyze the service to determine payer mix volumes and percentages. The LEMSA does not guarantee any number or percentage of transports for payer classes. The data provided was estimated based on publicly available information.

AMR					
	2016	2017	2018	2019	2020

Medicare	49.50%	52.50%	52.90%	51.60%	49.70%
Medi-Cal	24.60%	24.10%	24.50%	24.70%	27.80%
Commercial	10.60%	9.90%	9.70%	9.50%	8.50%
Self-Pay	11.10%	9.90%	10.10%	11.40%	11.40%
VA	0.50%	0.20%	0.20%	0.30%	0.50%
Other	3.80%	3.30%	2.60%	2.50%	2.20%
Total	100.00%	100.00%	100.00%	100.00%	100.00%

County Fire	
	2017 -2019
Medicare	53%
Medi-Cal	11%
Commercial	14%
Self-Pay	21%
VA	1%
Other	1%
Total	100%

C) Current System Performance

The current Contractor has generally met the LEMSA’s response time requirements over the term of the contract and subsequent extensions. Calendar year 2020 has represented an unusual year given COVID-19, as such the LEMSA has elected not to include this data, given the wild variation from the previously established norms.

This RFP provides specific response time and clinical requirements for the County.

**1.7 TERMS AND EARNED EXTENSION**

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The Contractor will be the sole authorized provider of ambulance services (as outlined within this RFP) for a seven (7) year period beginning **October 1, 2023**, through **October 1, 2030**, with an option to extend by mutual agreement for a single extension period of three (3) years, not to exceed a total contractual period of more than ten (10) years.

The ambulance service includes being the sole authorized provider for 9-1-1, 7-digit, emergency and non-emergency response, ALS and BLS ambulance service, as well as interfacility transport, Critical Care Transport, and stand-by transport coverage services. The LEMSA intends to contract with the responsible Proposer whose proposal conforms to the RFP and whose proposal presents the greatest overall value to the County.

**Section 2 — PROCUREMENT INFORMATION**

**2.1 PERFORMANCE-BASED CONTRACT**

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This RFP is designed to result in the award of a performance-based Contract (also referred to herein as Agreement). Contractor's failure to achieve the performance standards set forth in the RFP and resulting Contract will result in the assessment of liquidated damages, as set forth herein, and may result in the LEMSA's termination of the Contract.

The essential areas where performance must be achieved include:

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

The Agreement is not a level-of-effort agreement. The successful Proposer must employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required by the EMS System Specifications.

## **2.2 ELIGIBLE APPLICANTS**

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The County welcomes proposals from all interested parties that meet the minimum requirements defined herein. The County will contract with a single entity to provide these services. Nothing herein would preclude a public-private partnership which under these specifications would be viewed as a contractor-subcontractor relationship. The Contractor intending to utilize a subcontractor to provide contracted services will be solely responsible for meeting terms of the contract.

Each Proposer is required to submit a Proposal describing the Proposer's qualifications to provide emergency and non-emergency ambulance service and plans to meet or exceed the performance standards identified in this RFP. The performance expectations outlined in this RFP and the performance commitments outlined in the selected Proposal will be incorporated in the Agreement as mandatory performance standards.

## **2.3 NOTICE TO PROPOSERS**

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This Request for Proposal does not commit Santa Barbara County to award a contract, to pay costs incurred in the preparation of a Proposal responding to this request, or to procure a contract for service.

The LEMSA reserves the right to accept or reject any or all Proposals received as a result of this request, to waive any immaterial informality in the proposals, to waive any minor irregularity in the submission, or to cancel in part or in its entirety the Request for Proposal if it is in the best interests of the County to do so.

Proposers who plan to perform the work under a joint venture agreement must provide the information requested in this RFP separately for each of the joint venturers.

The LEMSA may also require the Proposers selected to participate in negotiations concerning contract costs, rates or the nature and extent of services to be provided. Although cost to the consumer will be considered as part of the Proposal, this procurement is not a low bid process and the winner will be the one that receives the highest score. It is designed to identify the most responsive, responsible bidder that can best meet the County's needs as identified in this Request for Proposal.

The LEMSA reserves the right to make any specific modifications to the RFP, as needed, including after it is issued.

Those desiring to respond to the RFP that object to any requirements must raise those objections clearly, with particularity, in writing and in a timely fashion in accordance with the provisions of the RFP before the pre-bid conference. Otherwise, any such objections shall be considered waived.

The successful Proposal/Contractor shall pay a one-time RFP Cost Recovery Charge not to exceed \$147,400. Only actual costs will be recovered.

## **2.4 USE OF OWN EXPERTISE AND JUDGEMENT**

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Each Proposer is specifically advised to use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Contract. By "methods" the LEMSA means compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organization's strategies and activities.

The County specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement.

## **2.5 FALSE OR MISLEADING STATEMENTS**

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

## **2.6 PROCUREMENT TIMELINE**

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The expected procurement schedule is listed below. The County reserves the right to change this schedule. At the discretion of the LEMSA, if a change in the procurement timeline occurs, the County will notify proposers through email and via addendum in this RFP and posted on the online Public Purchase site.

Date	Activity
May 11, 2022	County releases RFP on Public Purchase website
May 23, 2022	Letter of Intent due to the County, via Public Purchase Website
June 6, 2022 (week of)	Proposers' conference
June 20, 2022	County answers Written RFP Questions via RFP addendum on Public Purchase website
July 11, 2022	Deadline for interested Proposers to formally respond with a responsive proposal to the County through Public Purchase website
, August 1, 2022 (week of)	Oral Presentations & proposal review process
August 24, 2022	Intent to award announced & negotiation process initiated
November 1, 2022	Contract presented BOS
October 1, 2023	New Contract takes effect

## 2.7 PROCUREMENT PROCESS

### A) Letter of Intent

The Letter of Intent located in Appendix 11 must be submitted by no later than the date listed in the Procurement Timeline.

### B) Questions and Comments

The County will accept written questions for clarifications on this RFP within the Public Purchase website. Questions must be submitted by no later than the date listed in the Procurement Timeline. The County will publish answers to the questions in an addendum to the RFP on the date listed in the Procurement Timeline.

Submit Question Instructions:

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

### C) Request for Changes

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

### D) Request for Substitution of Specified Equipment, Material, or Process

Unless otherwise stated in the solicitation, references to items by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.

If requesting a substitution for a required item, submit requests by the Deadline for Questions and Comments. Furnish all necessary information required for the LEMSA, in its sole judgment, to decide as to the comparative quality and suitability of any suggested alternatives. The LEMSA's decision will be final. If alternatives are accepted, the LEMSA will issue an addendum to the solicitation.

#### E) Cancelling the Procurement Process

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

The services are no longer required.

- i) All otherwise acceptable proposals received are at unreasonable prices.
- ii) The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- iii) The proposals received were not adequately competitive and therefore did not ensure reasonable prices in accordance with local resources or generally accepted prices.
- iv) No proposal is received which meets the minimum requirements of the RFP.
- v) The LEMSA determines after analysis of the proposals that its needs can be satisfied by a less expensive method.
- vi) All proposers shall be notified in writing of the specific reasons when proposals are rejected.

#### F) Mandatory Proposers' Conference

A Proposers' Conference will be held at the time and place specified in the Procurement Timeline to answer questions regarding the RFP specifications and process. All written material received from potential Proposers, as well as any related LEMSA responses, will be distributed to all attendees of the Proposers' conference.

Any changes or clarifications to the Request for Proposal made following the Proposers Conference will be distributed to all potential Proposers who attend the Proposers' conference, or who have indicated in writing their intent to submit a Proposal. The Proposers' conference is mandatory; however, participation by video conference with prior arrangements is acceptable.

#### G) Contact with County Employees

All questions or comments for the LEMSA regarding the RFP should be directed to the Purchasing Agent listed on the Cover Page of this RFP.

All questions must be in a written format and submitted via Public Purchase.

Only written communications responded to by a county representative may be considered valid. Proposer may not consider any oral instructions as an official instruction.

Refer to Procurement Timeline as detailed in the RFP, for other requirements for Vendor Questions and the questions submittal deadline.

## H) Proposal Submission

Proposals must be submitted by 2:00PM (PST) on the date listed in the Procurement Timeline. In the interest of fairness to all participants, no extensions or exceptions will be permitted. Please note that once the RFP is released, a “Cone of Silence” is applied. This means that any lobbying or marketing activities to County Officials by a particular respondent or its representatives must cease from the moment the solicitation is released until the time the Board Letter recommending approval of the final contract by the County Board of Supervisors is posted.

Vendors wishing to submit an RFP must first register on the County of Santa Barbara [Public Purchase™](#) website. Successful registration will allow Proposers to receive updates to the bid process and to upload final proposal packages. Vendors must submit the proposal on the Public Purchase website by 2:00PM (PST) on the Submittal Deadline Date found in the Procurement Timeline. Hard copy submissions will not be accepted.

Proposers are recommended to register as a Supplier as soon as possible – it can take 24 to 48 hours for your account to become active. To register as a Supplier, follow the steps below:

### **Step 1: Registering as a Supplier with Public Purchase™**

Your first step should be to register as a supplier through Public Purchase™. If you are already registered with Public Purchase™, please skip this step and proceed directly to step two below. Once registered you will receive an activation email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) advising that your account is activated (Note: be sure to add this email address to your contacts to avoid bid notifications being sent to your junk folder rather than your inbox). It can take 24 to 48 hours for your account to become active.

### **Step 2: Registering as a Supplier with the County**

Once you have received your activation email from Public Purchase™, log into Santa Barbara County Public Purchase homepage and accept the terms and conditions of use. You will need to register with Santa Barbara County and select the National Institute of Government Procurement (NIGP) Commodity Codes that relate to your business in order to receive email notifications of future bid opportunities.

It is important that you complete step two of the registration process (register with Santa Barbara County) or you will not receive notifications of upcoming bid opportunities. It is your responsibility to keep your vendor information updated in Public Purchase™, particularly your contacts and email addresses.

### **Is there a charge for this service?**

This service is provided free of charge.

### **When and where is this service offered?**

This service is available online.

## I) RFP Opening

RFP OPENING - On the date and time specified on the Cover Page, all Replies will be opened. Within two (2) business days, a bid opening summary will be posted on Public Purchase.

## J) Additional Proposer Responsibilities

Proposers may be requested to provide additional information, documentation, or a formal Oral Presentation to the proposal review panel. Such requests must be fulfilled by the Proposer, or their Proposal may be rejected.

## **2.8 PROPOSAL INSTRUCTIONS**

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### A) Proposal Format

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

The narrative portion of the Proposal shall be limited to one hundred (100) pages, excluding title pages and dividers.

The narrative portion will adhere to the following specifications:

- Easily readable font, no smaller than 11 point
- Line spacing no smaller than 1 ½ lines
- Standard 8 ½" by 11" paper
- Pages must be numbered sequentially

Public Purchase is a web-based eProcurement service that Santa Barbara County Purchasing partners with to post bid notifications and transmittal of bid solicitations. The exhibits shall be submitted as a separately titled file, on Public Purchase™. Each exhibit shall be labeled and referenced in the narrative. Proposers are strongly encouraged not to provide extraneous materials in its exhibits and to use the exhibits to illustrate the features of its proposal and expertise in providing service.

Proposers shall submit all financial documents and proposed ambulance rates in a separately titled file, on Public Purchase™. Financial elements and proposed ambulance rates shall not be mentioned in any other section of the proposal. Additionally, the financial elements and proposed ambulance rates shall be electronically submitted in a separate file/attachment from the main elements of the RFP and clearly marked as such. The ambulance transport rates shall be evaluated separately from the main body of the proposal.

### B) Mandatory Table of Contents

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

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

Each Proposal must contain all forms located in Appendix 4 of this RFP. The first page of the RFP is to consist of the Face Sheet.

## **2.9 MINIMUM QUALIFICATIONS AND DOCUMENTATION OF CREDENTIALS**

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- A) Proposals not meeting the minimum qualifications shall be disqualified. To qualify for an evaluation by the Proposal Review Team, a Proposer must meet the Proposal Minimum Qualifications set forth in this section.
- B) LEMSA shall entertain proposals only from organizations demonstrating fiscal stability and prudence, as well as a stable track record of rendering emergency, non-emergency and urgent ambulance services at levels of clinical quality and response time reliability substantially equivalent to the services required under this procurement. Therefore, all interested Proposers are required to meet minimum qualifications as a part of their RFP response. Proposers' credentials will be evaluated based upon objective criteria designed to demonstrate each Proposer's ability to perform if awarded the Contract. Credentials shall be submitted as Tab I and will be scored on a pass/fail basis. Only proposals that meet the minimum experience requirements as described herein will receive further consideration.

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

- C) Organizations that have multiple operational service areas, or whose parent companies have multiple operational service areas, may use information from any site to establish qualifications; however, information represented that does not reflect the experience of the operational site responsible for the proposal shall be so noted.
- D) There are four key areas in which minimum qualifications must be established:
- i) Experience in managing a clinically sophisticated Emergency Ambulance Service.
  - ii) Response time performance.
  - iii) Financial depth and stability; and
  - iv) Regulatory compliance.

E) Proposers shall provide the following:

- i) Experience in managing a clinically sophisticated Emergency Ambulance Service.
  - a) The Proposer shall provide evidence that clearly demonstrates that it has experience managing an emergency 9-1-1 ALS ambulance service or combined 9-1-1 ALS and Interfacility Transport (IFT) services in a single service area. Information provided should include:
    - 1. A list of communities in which the service is operated.
    - 2. Name(s) and contact number(s) of the LEMSA Administrator (or equivalent) and contract officer(s) or designated governmental contact person.
    - 3. The number of responses provided in each of the past two years; and
    - 4. A brief description of the community and service provided.
    - 5. Proposer shall disclose any municipal contract that was terminated for cause and/or was ended by agreement before the full term. A summary of the circumstances shall be

provided as part of the credential submission.

- b) The Proposer shall document existing sophisticated internal management systems and programs that facilitate management of its service. This information shall include brief descriptions of operational programs including, but not limited to:
1. Clinical training and Quality Improvement processes;
  2. Recruitment and retention activity;
  3. Risk management and driver training procedures; and
  4. Current deficiencies/planned solutions.

The Proposer shall provide information and documentation of existing management and supervisory strength (including senior management's involvement in operations) in order to demonstrate the organization's ability to manage the service. The information provided should be in the form of names and resumes of existing management and supervisory personnel directly responsible for administering that service.

ii) Response Time Performance

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

1. A copy of the contract language, regulations, and/or ordinances that requires compliance; and
2. The service's response time performance for the most recent twelve (12) months for which information is available. The following format is to be utilized:
  - a) For the year beginning \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (month, date, year); and
  - b) Ending \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (month, date, year)
  - c) Total number of emergency (9-1-1) responses
  - d) Compliance with the locally defined response time compliance requirements; OR
3. If the Proposer does not have experience managing and operating an ambulance service that is required to comply with specified response times, it shall provide information that demonstrates a clear and convincing capability to implement and manage such a system.
4. The Proposer must include its experience with flexible deployment practices and information about the steps, policies, procedures, training, equipment, and management techniques that would be utilized upon award of the Contract.

iii) Financial Depth and Stability

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

1. Copies of its financial statements for the most recent three-year period;
  2. If the Proposer's parent entity has changed corporate structures due to an acquisition or divestiture in the past 3 years and 3 years financials cannot be documented, then each should clearly outline the manner in which they are documenting operational credentials and financial capacity to perform and the organizational transaction. If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown.
  3. Audited financial statements are required.
  4. If the Proposer is part of a larger system, it shall furnish the financial statements of the parent entity. Such a parent entity shall be required to guarantee the performance of the Proposer.
  5. If the Proposer is a government entity it must also comply with the provisions of Appendix 7 – Provision for Fairness in Government/Private Competition.
- b) Using the "Financial Review Form" provided as Appendix 5– Financial Review Form and supporting documents, the Proposer will demonstrate that the organization meets or exceeds the following criteria for the fiscal years 2019 and 2020:
1. A current ratio greater than or equal to 1.30. The current ratio is defined as current assets divided by current liabilities.
  2. Access to sufficient working capital to provide for implementation and start-up of operations. The minimum amount shall be \$2,500,000. Working capital is defined as current assets less current liabilities.
  3. Total share/unitholder(s) or owner(s) equity to cover at least three months of operations. The minimum amount is \$5,000,000.
- c) If purchase of capital assets (e.g. ambulances, major bio-medical equipment) is required to provide services as described here within, then the Proposer shall submit a recently obtained quote (within 60 calendar days prior to proposal submission). The estimated delivery timeline must be included as a part of the quote.

iv) Regulatory Compliance and Other Litigation

- a) The Proposer shall detail any and all regulatory agency investigations, findings, actions, complaints and their respective resolutions in which it or its parent or affiliated entities (if any) has been involved for the past five (5) years.
- b) The Proposer shall summarize any other litigation in which the Proposer or its parent (if any), and all affiliates is or has been involved or which is pending with a description of the nature of the incident (e.g., auto, med-mal, HR claim, etc.) date, amount of claim or reserved amount and current status of the claim for the past five (5) years.
- c) The Proposer, its parent (if any), and affiliated entities shall provide evidence that it has never been excluded, debarred or otherwise suspended from participation in any state or federal healthcare program, including but not limited to Medicare or Medicaid, and that

the Proposer and its parent (if any) currently qualifies for participation in such programs and currently has no employees who have been excluded, disbarred or otherwise suspended from participation in such programs.

- d) The Proposer shall provide evidence that clearly demonstrates expertise in documenting medical care.
  - e) The Proposer shall provide to County's legal counsel any other information said legal counsel may reasonably require regarding any regulatory requests, investigations or litigation.
  - f) Describe training required of field personnel that directly relates to supporting billing practices compliant with Medicare and Medicaid guidelines.
  - g) Describe the methodology for monitoring and maintaining compliance with HIPAA regulations and how improvements needed in this area are identified, as well as actions taken to implement procedures to address those improvements.
  - h) Describe the current compliance program and methods used to keep current on all applicable rule and regulation changes.
- F) The LEMSA will not be liable for any errors in proposals. Proposals shall be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities and request Proposer cure such irregularity, but such waiver will not modify any remaining RFP requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being procured. If a Proposal is rejected, the unsuccessful responder will be notified in writing that their proposal has been rejected. That decision will be final.

## **2.10 PROPOSAL EVALUATION PROCESS**

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### **A) Proposal Review Process**

The procurement process will be conducted by the County's General Services Department supported by the LEMSA and its Consultants. A multi-disciplinary proposal review panel, approved by the LEMSA, will be empaneled to evaluate, and rank all Proposals received in response to this RFP. Meetings of the proposal review panel will be closed to the public. Rankings and recommendations will be submitted to the Director of Public Health.

### **B) Fiscal Review**

The financial elements of each Proposal, including ambulance rates proposed in Appendix 6, will be conducted independently and in advance of the Review Panel's review of the Proposals. Each Proposal will be evaluated on a pass/fail basis. The results of the financial analysis will be provided to the RFP Review panel.

The County has determined that proposals with ambulance rates above 10% of the most recently published rates as outlined in Appendix 3 will be deemed non-responsive to the requirements of this RFP. Such proposals shall not be considered by the review panel.

### **C) The Review Process includes the following steps:**

- i) Each reviewer will be provided a copy of each responding organization's

- Proposal and written instructions on scoring.
- ii) Each reviewer will be expected to read and independently score each Proposal prior to convening of the review panel.
  - iii) Each reviewer will submit any questions of the Proposer(s) to the Review Panel Coordinator.
  - iv) These questions will be presented in an aggregate anonymous manner to each Proposer in advance of the Oral Presentations. Additional questions may be asked by the reviewers during the Oral Presentations.
  - v) Following the Oral Presentations, reviewers may adjust (up or down) their final proposal evaluation by no more than one (1) scoring level. For example, a reviewer may adjust his/her score from *Exceptional* to *Good*, or *Unsatisfactory* to *Acceptable*.
  - vi) The points awarded by each reviewer will be totaled by section and then the overall Quality Points calculated (Total by each reviewer, by section).

LEMSA staff, nor consultants, nor legal advisors, shall serve as members of the proposal review team, nor shall they score the proposals. The consultants will serve only as facilitators to the evaluation process.

#### D) Proposal Review Panel

Proposals will be evaluated by the Proposal Review Panel, which will include the following five (5) members:

- i) One (1) EMS physician (or other specialty knowledgeable of EMS best practices)
- ii) Two (2) individuals experienced in high-performance EMS System design and service
- iii) Two (2) designated community leaders

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

#### E) Investigation

Upon completion of proposal review panel evaluations, LEMSA and County staff may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiry or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

Prospective Proposers are advised that LEMSA reserves the right to continue its investigation of claims after contract award and throughout the term of the contract, and that the furnishing of false or misleading information during the proposal process may constitute a material breach of contract even if discovered after contract award.

#### F) 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 email transmission to the telephone number given in the proposal for receipt of email or facsimiles.

#### G) Protest

- i) The LEMSA will endeavor to process Protests in a timely and consistent manner to assure that all Proposers are accorded fair and equal consideration.
- ii) Protests may only be filed by "Eligible Protestors", which are defined as Proposers that submitted a response to the RFP.
- iii) The grounds for a Protest may include any challenge to the LEMSA's process in soliciting and reviewing the Proposals, including but not limited to a Protest on the grounds that a Proposal was not evaluated in accordance with the Proposal Evaluation Criteria. However, Protests that only challenge the judgment of the Review Panel shall not be considered valid Protests.
- iv) All Protests must be received by the deadline included in this Section.

#### H) Protest and Resolution Procedure

Protests regarding the contract award must be submitted in writing via e-mail to the Purchasing Agent, Phung Loman, at [ploman@countyofsb.org](mailto:ploman@countyofsb.org) no later than 5 PM PST of the fifth (5) business days following the posting of the written notice of Intent to Award to Public Purchase. Public Purchase is a web-based eProcurement service that Santa Barbara County Purchasing partners with to post bid notifications and transmittal of bid solicitations.

All Protests shall reference any pertinent County, State, Federal, or local laws or regulations that are relied upon in support of the Protest. Any documents relevant to the Protest should be submitted at the time that the Protest is filed, and the Protest should include all matters that the party wishes the County to consider in deciding the Protest outcome. Any written submissions after the initial filing shall, at the LEMSA's discretion, be limited to information that was not, and could not have been, known at the time of the filing of the Protest.

At a minimum, the following must be included in the Protest:

- i) The name and address of the Protesting party and its relationship to the responding RFP.
- ii) The signature of the Protestor or its representative.
- iii) Identification of the proposed contract/project.
- iv) Description of the nature of the Protest.
- v) Identification of the provision(s) of the solicitation, regulations, or laws upon which the Protest is based. The Protest must contain a complete statement of all grounds for the Protest and must set forth all supporting facts and documentation.
- vi) Copies of all (or any) documentation supporting the allegations in the Protest.
- vii) Statement of the specific relief requested.

It is the Protestor's responsibility to ensure that the Purchasing Agent receives its Protest. The County is not responsible for e-mail transmission failures due to error, file size, or any other factor and encourages Protestors to confirm receipt. Protestor must also submit, in writing, a copy of the Protest directly to apparent successful Proposer.

All responses and replies must be in writing. If the apparent successful Proposer desires to respond to the Protest, the Response must be submitted in writing via e-mail to the Purchasing Agent within five (5) business days of the date the Protest was first delivered to all Protested vendors.

A Protester's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Throughout the protest review process, the County has no obligation to delay or otherwise postpone an award of a contract. The Purchasing Agent shall attempt to resolve the Protest in a fair and equitable manner and shall render a written decision to the Protestor within fifteen (15) business days. The County reserves the right to extend the deadline for good cause.

#### I) Protest Appeal and Resolution

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

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

PROTEST RESOLUTION COMMITTEE (PRC) Upon review of the appeal and confirmation that it is in conformance with all Protest requirements, a Protest Resolution Committee (PRC), comprised of member(s) of the LEMSA's RFP Advisory Committee and others at the discretion of the PRC, shall have the authority to resolve the appeal.

The Purchasing Agent and any member of the Proposal Review Panel shall not be a member of the PRC.

ORAL PRESENTATIONS: Once the PRC is presented with a complete record of the Protest and appeal for review, then oral presentations will be scheduled and shall be conducted in accordance with the following procedure:

Notice of Oral Presentation: Written notice will be sent to Protester not less than five (5) business Days in advance of the oral presentation unless it is agreeable to all parties that an earlier date be established. Continuances may be granted by the County for good cause.

FINAL DECISIONS: The Purchasing Agent will advise in writing to all RFP Proposers of the PRC's final decision on any appealed Protest. The PRC's written decision will be issued within fifteen (15) business days of the oral presentation; however, the time for issuing the written decision may be extended at the County's sole discretion for good cause. The PRC's written decision shall constitute the final decision of the County and LEMSA on the Protest, and shall not be subject to further administrative appeal.

#### J) Withdrawal of Proposals

Proposals may be withdrawn/rescinded prior to the official public opening at the time and date identified in the Procurement Timeframe. No proposals shall be allowed to be withdrawn/rescinded after this date for a period of ninety (90) calendar days after the public opening of the Proposals.

#### K) Public Record

All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review. In the event any information is submitted by a Proposer that is deemed confidential or trade secret, then it shall include in the title, "CONFIDENTIAL, NOT FOR PUBLIC DISCLOSURE." However, so marking the material shall be considered only a request to keep the information confidential, and the County provides no assurance that the information will not be disclosed if disclosure is required under California law.

- i) Any contract arising from this RFP will be a public record.
- ii) Submission of any materials in response to this RFP constitutes:
  - a) Consent to County release of such materials under the Public Records Act without notice to the person or entity submitting the materials.
  - b) Waiver of all claims against County and/or its officers, agents, or employees that County has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal or materials to be inspected.
  - c) Agreement to indemnify and hold harmless County for release of such information under the Public Records Act.
  - d) Acknowledgment that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
  - e) The County reserves the right to withhold any materials otherwise subject to the Public Records Act during the pendency of negotiation of the contract pursuant to Michaelis, Montanari & Johnson v. The Superior Court of Los Angeles (2006) 38 Cal.4th 1065.

#### L) Award

The final decision on contract award will be made by the County Board of Supervisors following recommendation from the Director of Public Health. If for any reason the selected Proposer is unable to enter into a contract with the County in a timely manner in accordance with the time interval identified in the RFP for contract negotiation, the Director of Public Health may recommend selection of an alternate proposal to the County Board of Supervisors.

#### M) ADVICE OF AWARD

Outcomes of this RFP will be announced on the [County of Santa Barbara Public Purchase™](#) website.

### **2.11 PROPOSAL EVALUATION CRITERIA**

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It is the LEMSA's specific intent that the clinical and operational quality of service be

the primary factor in this procurement, although financial issues are an important consideration.

The Proposers responses will be evaluated against the criteria established in this RFP. Points will be awarded based on the following levels.

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

<b>Unsatisfactory</b>	<p>The proposed approach to the requirements and criterion:</p> <ul style="list-style-type: none"> <li>• Demonstrates an approach that will NOT be capable of meeting all requirements and objectives.</li> <li>• Will result in unsatisfactory performance.</li> <li>• Has multiple weaknesses and/or multiple deficiencies with minimal strengths.</li> <li>• Lacks clarity or precision, lacks support, and/or fails to indicate an understanding of the requirements.</li> <li>• Risk Level: <i>Very High/Prohibitive</i></li> </ul> <p><u>UNSATISFACTORY responses will receive ZERO points. If the majority of reviewers (3/5) score a specific criteria as UNSATISFACTORY, the entire Proposal shall be deemed non-responsive as the requirement of the RFP is to meet the minimum specifications and performance requirements contained within this RFP.</u></p>
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Rating	Possible Points							%
Exceptional	75	50	45	25	15	10	5	100%
Good	63.75	42.5	38.25	21.25	12.75	8.5	4.25	85%
Acceptable	37.5	25	22.5	12.5	7.5	5	2.5	50%
Unsatisfactory	0	0	0	0	0	0	0	0%

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

A) Mandatory Table of Contents and Evaluation Criteria

This section includes the criteria that will be considered in scoring the Proposals. The Table of contents shall mirror the below format.

1. Executive Summary, Proposal Overview
2. Minimum Qualifications
  - 2.2 Proposer Eligibility
  - 2.7 Statement of Compliance with Procurement Process
  - 2.8 Proposal Format and Instructions Followed
  - 2.9 Minimum Qualifications
3. Service Plan
  - 3.1 Contractor's Functional Responsibilities
  - 3.2 Services Description
4. Clinical Standards
  - 4.1 Progressive Clinical Quality Improvement & Continuing Education

- 4.2 Clinical Performance Measurement And Incentives
- 4.7 Continuing Education Program Requirements
- 4.8 Dedicated Personnel Required & Support For The LEMSA Medical Director And Clinical Research
- 4.9 Medical Review/Audits
- 4.10 Clinical Innovations
- 5. Operational Standards
  - 5.1 Deployment Planning
  - 5.2 Ambulance Staffing Requirements
  - 5.3 Vehicles and Equipment
  - 5.4 Communications Systems Management
  - 5.5 Technology and Data Management
  - 5.6 Non-Clinical Training
  - 5.7 Critical Incident Stress Management
  - 5.9 Disaster Response and Preparedness
- 6. Ambulance response time performance standards & liquidated damages
  - 6.2 Interfacility Transport Plan
  - 6.2 Mentally Disordered Transport Plan
  - 6.2 Critical Care Transport Plan
- 7. Administrative Standards
  - 7.1 Community Health Status Improvement and Mobile Integrated Health Initiatives
  - 7.2 Patient Experience Evaluation
  - 7.3 Customer Service Hotline and Complaint Process
  - 7.4 Employee Safety and Wellness
  - 7.5 Internal Risk Management/Loss Control Program Requirements
  - 7.6 Communicable Diseases, Safety, and Prevention
  - 7.7 Key Personnel
  - 7.8 Participation in System Development and Future System Enhancements
- 8. Regulatory Compliance and Financial Provision
  - 8.7 Insurance Provisions
  - 8.9 Performance Security
- 9. Default, Termination, and Other General Provisions
  - 9.4 Emergency Takeover Plan
- 10. Financial Documentation & Proposed Pricing
 

Each Proposer is required to complete each line on the Price Sheet for proposed patient charges located in Appendix 6 Pricing Form. This sheet should be completed, titled "Pricing Form" and submitted separately from the technical proposal. The supporting material shall include audited financial statements for the most recent fiscal year and other pertinent documents.

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

<b>Scoring Criteria</b>	<b>Points</b>
<b>Minimum Qualifications</b>	<b>PASS /FAIL</b>
Required Submission Forms	PASS /FAIL
Financial Assessment	PASS /FAIL
2.2 Proposer is an eligible entity	PASS /FAIL
2.7 Compliance with Procurement Process	PASS /FAIL
2.8 Proposal Format and Instructions Followed	PASS /FAIL
2.9 Meets Minimum Qualifications	PASS /FAIL
<b>Clinical Standards</b>	<b>200</b>
4.1 Progressive Clinical Quality Improvement and Education Required	50
4.2 Clinical Performance Measurement	75
4.7 Educational Content	10
4.8 Support for LEMSA Medical Director and Clinical Research	10
4.9 Medical Review / Audits	10
4.10 Clinical Innovations	45
<b>Operations Standards</b>	<b>100</b>
3.1 Contractor's Functional Responsibilities	5
3.2 Service Description	5
5.1 Deployment Planning	20
5.2 Work Schedules and Human Resource Issues	10
5.3 Vehicles and Equipment	10
5.4 Communications Systems Management	5
5.5 Technology and Data Management	5
5.6 Non-Clinical training	5
5.7 Critical Incident Stress Management	10
5.9 Disaster Response	5
6.2 Interfacility Transport Plan	5
6.2 Mentally Disordered Transport Plan	10
6.2 Critical Care Transport Plan	5
<b>Administrative Standards</b>	<b>90</b>
7.1 Community Health Status Improvement	25
7.2 Patient Experience Evaluation	5
7.3 Customer Service Hotline and Complaint Process	5
7.4 Employee Safety and Wellness	15
7.5 Internal Risk Management	10
7.6 Communicable Diseases, Safety, and Prevention	5
7.7 Key Personnel	15

7.8 Reports Required	10
7.9 Participation in System Development and Future Enhancements	10
<b>Regulatory Compliance and Financial Provisions</b>	<b>PASS /FAIL</b>
8.7 Insurance Provisions	PASS /FAIL
8.9 Performance Security	PASS /FAIL
<b>Default, Termination, and Other General Provisions</b>	<b>PASS /FAIL</b>
9.4 Emergency Takeover	PASS /FAIL
<b>Total Points</b>	<b>400</b>

**Section 3 — SERVICE PLAN**

**3.1 CONTRACTORS FUNCTIONAL RESPONSIBILITIES**

Contractor shall provide emergency and non-emergency ambulance services, as requested by the County Designated Communications Center within the County. Such services shall be provided in accordance with the applicable federal, state, and local law and applicable regulations, rules, policies, and practices, and in accordance with any amendments or revisions thereof. In performing services hereunder, Contractor shall work cooperatively with County’s EMS system, LEMSA and other system participants as applicable. As part of the qualifications to make a proposal under this RFP, all entities making a proposal are assumed to be familiar with the laws and regulations that apply.

The Proposal submitted by Contractor in response to this Request for Proposal, will be retained and will be incorporated herein by this reference and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the Ambulance Service Agreement shall prevail.

The Contractor provides and manages the delivery of ambulance services by meeting or performing better than the requirements of this RFP, including response time performance, throughout the term of the Agreement.

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

### **3.2 SERVICES DESCRIPTION**

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Contractor shall furnish all ambulance service for the entire population (and visitors) within the County. Contractor's ambulance services shall be provided at the Paramedic (ALS) level, while some services, including non-acute urgent requests (as described within this RFP) and interfacility transfers, may be provided at the EMT (BLS) level in accordance with the then current medical protocols approved by the LEMSA Medical Director. BLS units cannot be substituted for ALS units on requests/responses that are prioritized to require ALS. The arrival of a BLS unit at an ALS assignment does not "stop the response time clock".

#### **B) Basic Services**

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

1. Contractor shall provide ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Contract for emergency and non-emergency requests for service, interfacility transports and critical care transports.
2. Contractor shall provide ambulance services without regard to the patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.
3. Employ and manage all personnel in manner to effectively meet the contractual obligations outlined within this RFP;
4. Provide or purchase all in-service training required of all personnel;
5. Procure and maintain vehicles, fuel, lubricants, and insurance for vehicles and equipment;
6. Operate its ambulance system to meet all applicable staffing, clinical, and response time requirements;
7. Maintain superior working relationships with EMS system participants and partners;
8. Have sole responsibility for local and primary responsibility for Out-of-County transports, stand-by event coverage, and other ancillary services to improve the system's economics and efficiency;
9. Ensure courteous, professional, and safe conduct of all ambulance personnel, and other staff at all times;
10. Maintain neat, clean, and professional appearance of all personnel, equipment, and facilities;
11. Promote and maintain the excellent reputation of County's EMS system through superior service and courteous and professional conduct, participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints, leadership in community activities including health fairs, school demonstrations, CPR programs and civic affairs, and, upon request, participation in local media events, business, and

- social group meetings;
12. Participate actively in the medical audit and Quality Management process, provide special training and support to personnel in need of assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment, procedures, and research in EMS;
  13. Maintain personnel certifications in accordance with local and state laws and regulations;
  14. Advise the LEMSA Director or his/her designee concerning any financial and operational implications of proposed changes under consideration for adoption, including submission of a written "Financial Impact Statement", if requested;
  15. Keep LEMSA informed in a timely manner of all activities, issues, and policy or procedure modifications that may reasonably be expected to affect the County's EMS system
  16. Develop deep understanding among its employees of the unique structure and operation of the County's EMS system and the role of the LEMSA through formal orientation and in-service programs.

## **Section 4 — CLINICAL STANDARDS**

### **4.1 PROGRESSIVE CLINICAL QUALITY IMPROVEMENT & CONTINUING EDUCATION**

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The LEMSA requires that the Contractor develop and implement a comprehensive quality management program that meets the requirements of the California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement) and LEMSA policy. The program must incorporate compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS system, including first responder agencies, and LEMSA.

Proposer is required to document their commitment to have the key personnel of their Santa Barbara operating unit actively participate in the leadership and oversight of the quality management system. This commitment includes but is not limited to active participation of Proposer's senior leadership in required local/regional meetings to improve EMS, submission of comprehensive key performance indicator reports to the LEMSA, and actively participating in projects designed to improve the quality of EMS in region.

Proposer will describe their overall approach to comprehensive quality management (operational and clinical) and the tracking and reporting of clinical Key Performance Indicators (KPIs). A sample (for illustrative purposes only) of the type of initial monthly reporting tool the LEMSA anticipates the provider will utilize is located in Appendix 9 – Clinical Scorecard.

## 4.2 CLINICAL PERFORMANCE MEASUREMENT AND INCENTIVES

The LEMSA's commitment to the Triple Aim approach is demonstrated by utilizing the Contractor's clinical performance as a key contract compliance measurement tool. To maintain high-quality EMS services, the clinical quality of the Contractor's care provided to the patients will be routinely measured. The Contractor shall work with the LEMSA to develop an electronic reporting method for the measurement of these clinical metrics. A data submission platform shall show clinical metrics in real-time and be approved by the LEMSA. Measurement of clinical performance will be conducted through a clinical scorecard measuring system defining clinical KPI's as shown in Appendix 11.

The LEMSA has identified clinical KPI's organized into four (4) Bundles of Care. Three (3) of which will be centered on Clinical Systems of Care (Trauma, Stroke, and STEMI) and one (1) will be a General Care bundle. These KPIs are considered to have a direct impact on the health and safety of patients within the EMS system. These metrics may change as needed, determined by performance, EMS System changes, and/or LEMSA's CQI process. Changes will be made with mutual agreement between the LEMSA and Contractor as needed.

Based on the Contractor's clinical performance, through measurement utilizing the clinical scorecard, the LEMSA will either provide a financial credit on response time compliance liquidated damages, provide no financial credit, or levy liquidated damages for non-compliant clinical performance. The LEMSA intends to evaluate and measure the Clinical Scorecard on a monthly basis, reviewing the Contractor's performance in all clinical measures, as well as tabulating a weighted total compliance value for all clinical KPIs.

Each Bundle of Care is worth a financial credit of 20%, for a total available financial credit of 80% towards the overall levied Response Time Compliance Liquidated Damages for the same month. This may only be applied to the concurrent calendar month of Response Time Liquidated damages. Credits may not be banked or used at a future date.

The Contractor will be eligible for financial credit(s) as long as no single clinical metric is at or below the Level 1 threshold for liquidated damages. A 20% financial credit will be applied for each clinical bundle whose weighted average is above the average threshold for that bundle. A maximum of a 80% credit may be applied to the Response Time Compliance Liquidated damages for that same month, if incurred.

<b>Bundle of Care</b>	<b>Future Credit Available</b>
Trauma Bundle	20%
STEMI Bundle	20%
Stroke Bundle	20%
General Care Bundle	20%
<b>TOTAL FUTURE DISCOUNT AVAILABLE</b>	<b>80%</b>

It is important to note the LEMSA is currently establishing a baseline level of clinical performance and will finalize a beginning baseline as well as establish a phase-in process during the negotiation with the Contractor. References to a baseline clinical scorecard compliance of 90% (or any other percentage) is for illustrative purposes. Actual percentages may vary and will be finalized during the contract negotiation process.

Compliance thresholds will be defined as:

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

**Example #1**

*In this example, the Contractor has not incurred a financial penalty for any single metric and is therefore eligible for financial discount(s) towards the same month's Response Time Compliance liquidated damages, if incurred. The Contractor has exceeded the Compliance Required for Discount for three (3) out of four (4) Bundles of Care, the STEMI Bundle of Care did not exceed the threshold required for a discount and did not fall below the threshold to incur any liquidated damages. The Contractor will receive a 60% discounted to any incurred Response Time Compliance liquidated damages.*

Clinical System	Metric ID	Clinical Metric	Standard	Assigned Weight	Monthly Compliance	Weighted Average	Eligible for Fine?	Eligible for Discount?	Compliance Req'd For Discount	Level 1 Fine Threshold	Level 2 Fine Threshold
Trauma	Trauma-1	Trauma step correctly identified in the field	Policy 510	60.0%	92.0%	55.2%	No		90%	80%	75%
	Trauma-2	Patient was transported to the correct destination	Policy 510	40.0%	90.0%	36.0%	No		90%	80%	75%
	<b>Total</b>			<b>100.0%</b>		<b>91.2%</b>	<b>No Fines</b>	<b>20%</b>	<b>90%</b>		
STEMI	STEMI-1	Aspirin Administration for Suspected ACS Patients	Policy 533-11	40.0%	90.0%	36.00%	No		90%	80%	75%
	STEMI-2	STEMI Found on EKG to SRC Notification Time	<10 minutes	60.0%	85.0%	51.00%	No		90%	80%	75%
	<b>Total</b>			<b>100.0%</b>		<b>87.0%</b>	<b>No Fines</b>	<b>No</b>	<b>90%</b>		
Stroke	Stroke-1	Blood Glucose Level Obtained on every Altered Neurological Function patient	Policy 533-21	40.0%	96.0%	38.4%	No		90%	80%	75%
	Stroke-2	Documentation of Time Last Known Well (Clock Time) on Stroke alert patients	Policy 550	60.0%	95.0%	57.0%	No		90%	80%	75%
	<b>Total</b>			<b>100.0%</b>		<b>95.4%</b>	<b>No Fines</b>	<b>20%</b>	<b>90%</b>		
General Care	GCKPI-1	Pediatric weight obtained on all patients under	≤14 years old	25.0%	91.0%	22.8%	No		90%	80%	75%
	GCKPI-2	Correct Pharmacological Dosage for All Pediatric Medication Administrations	≤14 years old	25.0%	92.0%	23.0%	No		90%	80%	75%
	GCKPI-3	Pain Scale Assessment Documented	533-03	25.0%	97.0%	24.3%	No		90%	80%	75%
	GCKPI-4	Measurement of ETCO2 for all assisted ventilation patients	Policy 533-01a	25.0%	90.0%	22.5%	No		90%	80%	75%
	<b>Total</b>			<b>100.0%</b>		<b>92.5%</b>	<b>No Fines</b>	<b>20%</b>	<b>90%</b>		

Eligible for Response Time Discount?	Eligible
If eligible, what is the discount?	60%

**Example #2**

*In this example, the Contractor has not incurred a financial penalty for any single metric and is therefore eligible for financial discount(s) towards the same month's Response Time Compliance liquidated damages, if incurred. The Contractor has not exceeded the threshold for a clinical discount for any Bundle of Care and did not fall below the threshold to incur any liquidated damages for any Bundle of Care. Therefore, the Contractor is not eligible for a discount towards Response Time Compliance liquidated damages, and also will not incur a financial penalty.*

Clinical System	Metric ID	Clinical Metric	Standard	Assigned Weight	Monthly Compliance	Weighted Average	Eligible for Fine?	Eligible for Discount?	Compliance Req'd For Discount	Level 1 Fine Threshold	Level 2 Fine Threshold
Trauma	Trauma-1	Trauma step correctly identified in the field	Policy 510	60.0%	89.0%	53.4%	No		90%	80%	75%
	Trauma-2	Patient was transported to the correct destination	Policy 510	40.0%	88.0%	35.2%	No		90%	80%	75%
				<b>Total</b>	<b>100.0%</b>	<b>88.6%</b>	<b>No Fines</b>	<b>No</b>	<b>90%</b>		
STEMI	STEMI-1	Aspirin Administration for Suspected ACS Patients	Policy 533-11	40.0%	87.0%	34.80%	No		90%	80%	75%
	STEMI-2	STEMI Found on EKG to SRC Notification Time	<10 minutes	60.0%	85.0%	51.00%	No		90%	80%	75%
				<b>Total</b>	<b>100.0%</b>	<b>85.8%</b>	<b>No Fines</b>	<b>No</b>	<b>90%</b>		
Stroke	Stroke-1	Blood Glucose Level Obtained on every Altered Neurological Function patient	Policy 533-21	40.0%	81.0%	32.4%	No		90%	80%	75%
	Stroke-2	Documentation of Time Last Known Well (Clock Time) on Stroke alert patients	Policy 550	60.0%	88.0%	52.8%	No		90%	80%	75%
				<b>Total</b>	<b>100.0%</b>	<b>85.2%</b>	<b>No Fines</b>	<b>No</b>	<b>90%</b>		
General Care	GCKPI-1	Pediatric weight obtained on all patients under	≤14 years old	25.0%	89.0%	22.3%	No		90%	80%	75%
	GCKPI-2	Correct Pharmacological Dosage for All Pediatric Medication Administrations	≤14 years old	25.0%	85.0%	21.3%	No		90%	80%	75%
	GCKPI-3	Pain Scale Assessment Documented	533-03	25.0%	81.0%	20.3%	No		90%	80%	75%
	GCKPI-4	Measurement of ETCO2 for all assisted ventilation patients	Policy 533-01a	25.0%	84.0%	21.0%	No		90%	80%	75%
				<b>Total</b>	<b>100.0%</b>	<b>84.8%</b>	<b>No Fines</b>	<b>No</b>	<b>90%</b>		

Eligible for Response Time Discount?	Eligible
If eligible, what is the discount?	0%

### Example #3

*In this example, the Contractor has incurred a financial penalty for the clinical metric, Trauma-1. Therefore, despite being eligible for discounts from other clinical bundles exceeding the threshold, the Contractor is not eligible for any discount towards Response Time Compliance liquidated damages as a result of the fine in Trauma-1.*

Clinical System	Metric ID	Clinical Metric	Standard	Assigned Weight	Monthly Compliance	Weighted Average	Eligible for Fine?	Eligible for Discount?	Compliance Req'd For Discount	Level 1 Fine Threshold	Level 2 Fine Threshold
Trauma	Trauma-1	Trauma step correctly identified in the field	Policy 510	60.0%	78.0%	46.8%	Yes		90%	80%	75%
	Trauma-2	Patient was transported to the correct destination	Policy 510	40.0%	90.0%	36.0%	No		90%	80%	75%
				<b>Total</b>	<b>100.0%</b>	<b>82.8%</b>	<b>Fines</b>	<b>No</b>	<b>90%</b>		
STEMI	STEMI-1	Aspirin Administration for Suspected ACS Patients	Policy 533-11	40.0%	91.0%	36.40%	No		90%	80%	75%
	STEMI-2	STEMI Found on EKG to SRC Notification Time	<10 minutes	60.0%	90.0%	54.00%	No		90%	80%	75%
				<b>Total</b>	<b>100.0%</b>	<b>90.4%</b>	<b>No Fines</b>	<b>No</b>	<b>90%</b>		
Stroke	Stroke-1	Blood Glucose Level Obtained on every Altered Neurological Function patient	Policy 533-21	40.0%	88.0%	35.2%	No		90%	80%	75%
	Stroke-2	Documentation of Time Last Known Well (Clock Time) on Stroke alert patients	Policy 550	60.0%	95.0%	57.0%	No		90%	80%	75%
				<b>Total</b>	<b>100.0%</b>	<b>92.2%</b>	<b>No Fines</b>	<b>No</b>	<b>90%</b>		
General Care	GCKPI-1	Pediatric weight obtained on all patients under	≤14 years old	25.0%	90.0%	22.5%	No		90%	80%	75%
	GCKPI-2	Correct Pharmacological Dosage for All Pediatric Medication Administrations	≤14 years old	25.0%	99.0%	24.8%	No		90%	80%	75%
	GCKPI-3	Pain Scale Assessment Documented	533-03	25.0%	84.0%	21.0%	No		90%	80%	75%
	GCKPI-4	Measurement of ETCO2 for all assisted ventilation patients	Policy 533-01a	25.0%	91.0%	22.8%	No		90%	80%	75%
				<b>Total</b>	<b>100.0%</b>	<b>91.0%</b>	<b>No Fines</b>	<b>No</b>	<b>90%</b>		

Eligible for Response Time Discount?	Not Eligible
If eligible, what is the discount?	None

## 4.3 LIQUIDATED DAMAGES PROVISIONS FOR CLINICAL PERFORMANCE

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

Failure to comply with any clinical performance metric or other requirements in this RFP or the Agreement will result in damages to the LEMSA. Therefore, the Contractor and LEMSA agree to the liquidated damages specified herein. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty but shall be deemed, taken, and treated as reasonable estimate of the damages to the LEMSA. It is also expressly understood and agreed that LEMSA's

remedies in the event of the Contractor's breach or any noncompliance, are not limited to this RFP or the final Contract liquidated damages provisions. Chronic failure to comply with the clinical performance requirements may constitute material breach of contract and may result in the termination of the Agreement.

Appendix 9 – Clinical Scorecard outlines the Clinical Performance metrics for which the LEMSA may levy liquidated damages and consider the Contractor in breach based on performance. These damages will be assessed monthly.

Level 1 non-compliance will result in a \$1,500 damage per metric, per month.

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

The Contractor will be required to conduct a comprehensive performance improvement process and submit it to the LEMSA within 10 business days following the identification of underperformance of the same metric for two consecutive months. LEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the system status plan or other measures to comply with the 90% requirement.

#### **4.4 CLINICAL PERFORMANCE EXCEPTIONS AND EXEMPTION REQUESTS**

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##### **A) Clinical Exceptions and Exemptions**

Both the LEMSA and the Contractor desire to reduce the number of exceptions to clinical performance standards granted under the Agreement. Contractor shall develop and maintain mechanisms to routinely monitor and address clinical performance deficiencies. However, it is understood that from time-to-time unusual factors beyond Contractor's reasonable control affect the achievement of specified clinical performance standards.

In some cases, clinical performance deficiencies can be excused from clinical performance compliance reports and liquidated damages. Exceptions shall be for good cause only, as determined by LEMSA including automatic appeals and case-by-case appeals.

##### **B) Clinical Care provided by another agency on-scene**

Contractor shall not be held accountable for the clinical care provided by other agencies on-scene, unless that care was done at the direction of the Contractor (or representative).

##### **C) Exemption request procedure**

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

If Contractor feels that any response or group of responses should be excluded from the calculation of clinical performance compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to LEMSA and request that LEMSA exclude these elements of care from calculations. Any such request must be in writing and received by the LEMSA within ten (10) business days following the end of each individual response. A request for an exception received after the ten (10) business days will not

be considered. The LEMSA will review each exception request and decide for approval or denial and shall advise Contractor of its decision. This decision shall be final. The following exceptions shall apply:

- i) In the monthly calculation of Contractor's performance to determine compliance with the clinical performance standards, every request for service shall be included except those for which exceptions are being granted by the County.
- ii) Equipment failure, staff competence, staff training, 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 clinical performance compliance standards.
- iii) Exemptions may be requested for the following:
  - a) Major Disaster/State of Emergency
  - b) Known shortage of a medication and/or supply that has been reported to LEMSA in a manner approved by the LEMSA
  - c) Medical care provided trainees not affiliated with the Contractor (e.g. paramedic interns)
  - d) Medical Control (i.e. Base Hospital) direction to provide care outside of policy
  - e) Unusual circumstances that prohibited the routine delivery of medical care as outlined by LEMSA policy (e.g. an unsafe scene, HAZMAT, etc...)
  - f) Good Cause

#### **4.5 LEMSA MEDICAL DIRECTOR REQUIRED TRAINING AND EDUCATION RECORDS RETENTION**

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Contractor shall retain on file at all times, a LEMSA approved CE tracking and delivery tool (currently Target Solutions). Copies of the current training documentation and valid certifications for all LEMSA Medical Director required training for Paramedics and Emergency Medical Technicians performing services under the Agreement shall be retained in the aforementioned tool. This integration shall allow the LEMSA access to view employee training records, as well as disseminate education to employee. The procurement of such a system is the at the sole cost of the Contractor.

#### **4.6 PERSONNEL CERTIFICATION & TRAINING REQUIREMENTS**

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Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately credentialed to practice in the State of California and authorized to practice in Santa Barbara County by the LEMSA Medical Director.

Contractor shall, at minimum, conduct criminal background checks on employees upon hire and periodically review driving records of employees. Contractor shall retain on file at all times: copies of the current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this Agreement. Paramedics and EMTs shall obtain and maintain training as outlined in LEMSA policy.

#### **4.7 CONTINUING EDUCATION PROGRAM REQUIREMENTS**

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Contractor shall become an approved CE provider, as outlined in LEMSA policy, and provide in-house or sub-contracted in-service training programs designed to meet state qualifications for EMS CE clinical direction following the California Code of Regulations, Title 22, Division 9, Chapter 11, and LEMSA policy at no cost to

employees.

Contractor shall make those programs also available to first responders and other EMS System partners. In addition, Contractor is required to target educational content to address local system needs. All In-service and continuing education programs must comply with state regulations and meet LEMSA policy.

#### **4.8 DEDICATED PERSONNEL REQUIRED & SUPPORT FOR THE LEMSA MEDICAL DIRECTOR AND CLINICAL RESEARCH**

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The Contractor's quality management program shall be incorporated into every layer of management and not be assigned to the responsibility of a single frontline or middle management position. A senior manager (as outlined in section 7.7) shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs.

The Contractor shall participate in system-wide research initiatives and provide internal staffing support for actions directed by the LEMSA Medical Director.

#### **4.9 MEDICAL REVIEW/AUDITS**

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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 statistically significant random sampling of patient contacts provides a snapshot of the clinical care provision and enables the LEMSA Medical Director to identify the need for a more targeted or detailed audit. The process also assists to validate the effectiveness of ongoing process measures to monitor and improve the performance of care. If the audit process is to be positive, it must be just one component of a quality management program that places the majority of attention and activity on measuring system process performance and routinely engaging in improvement efforts that result in reduction of common causes of process variation and/or improvement in process performance over time. It is Contractor's responsibility to comply with the LEMSA Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

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

#### **4.10 CLINICAL INNOVATIONS**

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

##### **A) Proposer Clinical Innovations**

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

- i) Stated clinical problem/issue being addressed
- ii) Process used to identify solution
- iii) Clinical innovation
- iv) Training development and deployment
- v) EMS system/partner engagement/inclusion
- vi) How the impact was measured/evaluated
- vii) How associated costs were mitigated

## **Section 5 — OPERATIONAL STANDARDS**

### **5.1 DEPLOYMENT PLANNING**

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#### **A) LEMSA Notification**

The LEMSA understands the Contractor will be developing enhanced coverage and deployment plans during its term of operations. Contractor shall notify the LEMSA within thirty (30) calendar days of any proposed System Management Changes. Including any changes in post locations, hour of day coverage levels, or station changes, the LEMSA reserves the right to review the proposed material deployment alterations and request changes. LEMSA shall not unreasonably withhold approval of a Contractor's requested change. Periodic and temporary changes to coverage and deployment plans will be at the discretion of the Contractor in accordance with LEMSA policies.

B) Proposed and future plans shall include:

- i) Proposed number of ambulances to be deployed during each hour of the day and day of the week
- ii) 24-hour and system status management strategies
- iii) Mechanisms to meet the demand for emergency and non-emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the response time performance standard is not met
- iv) Include a map identifying proposed ambulance deployment facilities, station(s) and/or post locations within the geographic zones as indicated in this RFP.
- v) The proposer is not required to provide ambulance stations unless staffing 24-hour shifts
- vi) Workforce necessary to fully staff ambulances identified in the deployment plans
- vii) Any planned use of on-call crews
- viii) Ambulance shifts and criteria to be used in determining shift lengths
- ix) Any use or potential use of mandatory overtime
- x) Record keeping and statistical analyses to be used to identify and correct response time performance problems
- xi) Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

## **5.2 AMBULANCE STAFFING REQUIREMENTS**

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A) ALS Responses

During the term of the Agreement, all ALS level responses, as defined in Section 6 of this RFP, shall be staffed with a minimum of one (1) EMT-P and one (1) EMT. The ambulance shall be equipped to render ALS level care and transport as outlined in LEMSA policy.

B) BLS Responses

During the term of the Agreement, all BLS level responses, as defined in Section 6 of this RFP, shall be staffed with a minimum of two (2) EMTs. The ambulance shall be equipped to render BLS level care and transport as outlined in LEMSA policy.

C) Electronic Database

The Contractor shall maintain a single electronic database for all clinical personnel. LEMSA shall have electronic access to this database. The database will be continually updated so that records are current.

D) Work Schedules and Human Resource Issues – An Employee Matter

- i) Although this is a performance-based Agreement and Contractor is encouraged to be creative in delivering services, Contractor is expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime

- without adequate rest.
- ii) At least 51% of proposer's workforce shall be full-time employees. Proposer will describe:
    - a) Examples of work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions
    - b) Methods that will be used to minimize the turnover rate among the Contractor's personnel
    - c) How Proposer will measure workload and fatigue for ambulance crews
    - d) Personnel recruitment and screening processes
    - e) Employee retention program
  - iii) Crew members working on ambulances in the County with a Unit Hour Utilization greater than .30 shall not be permitted to work shifts (whether scheduled or overtime) longer than 48 consecutive hours and shall not remain on duty for longer than 60 consecutive hours due to late calls or unscheduled holdovers. For higher performance shifts a rest period of at least 12 consecutive hours between shifts is required. The only exception will be a declared disaster. Proposers should describe their mechanism to assure that these requirements are adhered to.
  - iv) The LEMSA emphasizes that 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.

### **5.3 VEHICLES AND EQUIPMENT**

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Contractor shall acquire and maintain all ambulances, support vehicles, on-board medical supplies/equipment and office facilities and equipment to be used by Contractor 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) Ambulances**

All ambulances shall meet federal and state requirements as outlined in all applicable California State Statutes and Regulations. Proposers shall articulate their intended fleet that can conform to the following requirements:

- i) Ambulances may be standard Type I, Type II, or Type III.
- ii) Be similarly configured with the capability to carry all supplies necessary to function in accordance with LEMSA System Policies, Protocols and Procedures.
- iii) It is a requirement that ambulances utilize powered, hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients and EMT and paramedics.
- iv) Contractor shall, at a minimum, maintain an unstaffed but fully equipped Bariatric capable ambulance with the capability to transport patients with communicable diseases, within the County and be able to immediately staff the unit and provide these services within a reasonable time frame should they become necessary.
- v) Contractor shall have a mechanism to monitor driver safety through a driver

video surveillance system.

- vi) Ambulances shall be limited to a maximum mileage of 250,000 miles, in the event there are delays in end-stage ambulance manufacturer or remounting production time, the Contractor can request an exception from the LEMSA.
- vii) Supervisor and other support vehicles shall be limited to a maximum of 200,000 miles.
- viii) No more than 50% of the ambulance fleet shall have over 100,000 miles at the start of the contract. A list of all vehicles detailing make, model, age, and maintenance records must be provided to the LEMSA.
- ix) Contractor shall maintain a fleet of ambulances that meets or exceeds 130% of the peak level of deployment.
- x) As technology allows, the Contractor shall explore available green alternatives.

#### B) Vehicle Markings

Ambulance vehicles used in providing contract services shall display the "911" emergency telephone number and "Santa Barbara County EMS" on both sides, system unit identifiers and any additional ambulance signage must be approved by the LEMSA and consistent with state regulations.

#### C) Vehicle Maintenance

Contractor shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition,

- i) Detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate.
- ii) The Contractor shall employ a maintenance program record-keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses, as per LEMSA policy.
- iii) The Contractor's vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern emergency service and shall comply with or exceed the maintenance standard as outlined in the Standards – Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance Services.
- iv) The Proposer shall describe its policy for vehicle replacement including the maximum number of years and mileage that an ambulance will be retained in the EMS System.
- v) Any ambulance or support vehicle with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and remedied.
- vi) LEMSA requires the ambulances and equipment that have defects, including significant visible, cosmetic damage, be removed from service for repair without undue delay.

#### D) Equipment

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service.

- i) Each ambulance shall carry standardized on-board equipment, medical supplies and personal communications equipment and supplies that meet federal, state, and LEMSA requirements, policies, and procedures.

- ii) Such equipment and supplies will be stored in the same or similar location in all ambulances.
- iii) All expendable supplies including medications and controlled substances must be restocked by the Contractor.
- iv) All medical equipment shall always be in good repair and safe working order. Contractor shall maintain accurate durable medical equipment routine checks, maintenance, failure and occurrence records available to the LEMSA.
- v) Each ambulance shall be fully stocked and there will be sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the system.
- vi) The Contractor shall maintain all bio-medical equipment to the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (TJC) or equivalent standard. 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.
- vii) The Proposer shall describe how upgrades to equipment will be handled and funded, during the duration of the contract including items such as biomedical devices or other equipment as deemed appropriate by the LEMSA.
- viii) Contractor agrees that equipment and supply requirements may be changed with the approval of the LEMSA Medical Director due to changes in technology. To the maximum extent feasible, all equipment and supplies to be exchanged shall be fully interchangeable/interoperable with those of all parties in the system.
- ix) Any piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and remedied as soon as possible.
- x) Contractor shall maintain a reserve/back-up cache of bio-medical equipment to ensure consistent service delivery, should critical pieces of equipment fail or require repair/service.

E) Ambulances Failure to Meet Minimum In-Service Equipment and Supply Requirements

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

- i) Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission.
- ii) Subject the Contractor to a penalty up to \$2,500.00.
- iii) 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. LEMSA may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

**5.4 COMMUNICATIONS SYSTEMS MANAGEMENT**

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#### A) Ambulance Communication Equipment

- i) The Contractor will be responsible to purchase/lease, install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the services described in this RFP.
- ii) The Contractor shall equip each ambulance with one portable radio for each crew member, and one mobile radio capable of interoperability with fire and medical communication channels.
- iii) The Contractor shall equip each ambulance with one mobile telephone.
- iv) The use of Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and GPS mapping technology is required. The AVL system must interface with the County Designated Communications Center CAD system. The Contractor is responsible for all costs associated with the purchase and on-going operations of the AVL system.
- v) The Contractor shall equip each ambulance, QRV, and field supervisor vehicle with a mobile computer with mobile data computer capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance shall be equipped with AVL and GPS fully interfaced to the CAD system for unit recommendation and System Status deployment purposes.
- vi) The Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs.
- vii) Communication 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.
- viii) The Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable LEMSA Medical Director rules and operating procedures. Data and Reporting Requirements.

### **5.5 TECHNOLOGY AND DATA MANAGEMENT**

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Contractor shall provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

#### A) Dispatch and/or Records Management Computer(s)

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

#### B) Essential Patient Care Record (PCR) and Assignment Data

Contractor shall utilize the LEMSA approved electronic patient care report (ePCR) (currently ImageTrend), for patient documentation on all EMS system responses in accordance with LEMSA policies. The ePCR shall be accurately completed to include all information required by established State and LEMSA policies and procedures.

Contractor shall, at its expense, utilize FirstWatch to independently monitor response intervals and to facilitate real-time and retrospective analysis of Contractor's response capabilities and performance.

C) Records

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

## **5.6 NON-CLINICAL TRAINING**

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A) Company Orientation and On-Going Preparedness

Contractor shall propose how they intend to properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance.

In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement, and the billing and reimbursement process and compliance. Orientation shall include an EMS system orientation provided by or approved by the LEMSA.

B) 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 the LEMSA initially and on an annual basis thereafter. Main County streets, use of GPS and map reading shall be an integral part of driver training.

Training and skill proficiency are required at initial employment with annual training refresher and skill confirmation.

## **5.7 CRITICAL INCIDENT STRESS MANAGEMENT**

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Contractor shall establish stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

## **5.8 TREATMENT OF INCUMBENT WORK FORCE**

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A number of dedicated, highly trained personnel are currently working in the Santa Barbara County EMS system. To ensure a smooth transition and to encourage personnel to remain with the system, the winning Proposer will be encouraged to recruit from, and preferentially hire, the incumbent paramedic and EMT workforce. The Contractor should offer ambulance employees employment in substantially similar positions.

Employment stability within the EMS system is an important concern of incumbent employees. Contractor agrees that all incumbent personnel hired will retain "seniority status" earned while working full-time in the Santa Barbara County EMS system and

will be used as criteria for “bidding” shifts, partners or other assignments, if applicable. Contractor will provide all full-time employees a benefit program comparable to or better than the employees’ current program.

The LEMSA expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation 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 LEMSA’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.

**A) Character Competence and Professionalism of Personnel**

- i) The parties understand that ambulance services are often rendered in the context of stressful situations. The LEMSA 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.
- ii) 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.

**B) Discrimination Not Allowed**

- i) 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. Specifically, 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.
- ii) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual preference 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 preference 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.

**5.9 DISASTER RESPONSE AND PREPAREDNESS**

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**A) Disaster Response Planning**

- i) Contractor shall develop an internal disaster plan to accommodate staffing, supplies, deployment, communications and maintenance of normal operations for a minimum of 72-hour period.
- ii) 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) Disaster Resources

- i) Contractor shall agree to house, staff and deploy the EMS Authority issued Disaster Medical Support Unit (DMSU). This unit shall only be deployed and used as approved/directed by the Santa Barbara County MHOAC or designee.
- ii) Contractor shall have a reserve fleet of ambulances as indicated in Section 5.3. These ambulances shall be in good working order, stocked and ready for immediate deployment.
- iii) Contractor shall maintain a reserve fleet of supervisor/support vehicles at 130% of peak deployed support units

C) Mutual Aid Requirements

- i) Contractor shall respond in a mutual aid capacity to other service areas outside the County as directed by Santa Barbara County MHOAC or designee. Should the MHOAC request the Contractor provide mutual aid outside the County exceptions shall be for good cause only, as determined by LEMSA including automatic appeals and case-by-case appeals.
- ii) The County has an agreement to provide ambulance Mutual Aid with other jurisdictions within the Region and State, by way of the attached agreement (Appendix 13). The Contractor is expected to comply with the terms of said agreement when providing mutual-aid as outlined in the agreement.

D) Disaster Reimbursement

- i) The LEMSA will make all reasonable efforts to support the Contractor in obtaining reimbursement for disaster responses efforts both within and outside of the County, when such funds are available. The Contractor will ensure all documentation meets FEMA eligibility and/or other federal funding standards, policies and guidelines

**5.10 STAND-BY SERVICE**

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A) Immediate Need at the Scene of an Emergency

Contractor shall provide, at no charge to County or requesting agency, stand-by services at the scene of an emergency incident where there may be an imminent life threat within its emergency response area upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Examples of these incidents include, but are not limited to: law enforcement standbys, structure fire standbys, hazardous response events.

B) Pre-Scheduled Standby Services (Private Business)

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

**Section 6 — AMBULANCE RESPONSE TIME PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

## 6.1 RESPONSE TIME PERFORMANCE, RELIABILITY & MEASUREMENT METHODS

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This Agreement is performance based; the LEMSA 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. Therefore, an error on Contractor's part in one phase of its operation (e.g. system deployment plan, ambulance maintenance, etc.), shall not be the basis for an exception to 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 time shall be measured in minutes and integer seconds and shall be "time stamped" by the County Designated Communications Center as to service request notification. To the extent technically feasible, the County will work with the Contractor to help assure that the Contractor's time records shall be synchronized to the County Designated Communications Center.

## 6.2 RESPONSE TIME PERFORMANCE REQUIREMENTS

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These specifications outline seven (7) priorities with which Contractor must comply by meeting specified Response Times.

The call classification as Priority 1 through 3 is accomplished by presumptive MPDS prioritization by the County Designated Communications Center.

The call classification as Priority 4 through 7 is accomplished by presumptive prioritization by the requesting entity.

For response time monitoring, reporting and compliance purposes, within the County, Contractor's response time on requests for ambulance service originating from within the service area shall meet the following performance standards:

### *Compliance Monitoring*

Response Time Compliance will be reported in the below manner. The county will be separated into five (5) response time compliance zones as outlined in Appendix 2 — Map of County.

Compliance will be measured for all Priority 1 – 3 (emergency responses) for all call densities, in each zone individually, by month. Contractor shall be compliant in each zone individually. Priorities 4 – 7 (Non-Emergency) will be measured countywide as individual priorities.

### *9-1-1 System Requests*

#### A) Potentially Life-Threatening Emergency Response (**Priority 1**)

Contractor shall place an Advanced Life Support ambulance at the scene of each life-threatening emergency request as presumptively determined in accordance with the MPDS, [e.g., MPDS Echo and Delta] within nine (9) minutes and 59 seconds on not less than 90% of all life-threatening emergency response requests in all designated Urban response areas of the County.

Response time requirements for designated Rural response areas within the County shall be within 16 minutes and 59 seconds on not less than 90% of all life-threatening emergency response requests.

Response time requirements for designated Wilderness response areas within the County shall be within 32 minutes and 59 seconds on not less than 90% of all life-threatening emergency response requests.

The Contractors' response time clock begins when the call is time stamped as Contractor's notification of alert or request for service by the County Designated Communications Center.

Any call that does not receive EMD prior to arrival will be classified as a Priority 1 call. Calls may be downgraded as articulated in this RFP.

**B) Non-Life-Threatening Emergency Response (Priority 2)**

Contractor shall place an Advanced Life Support ambulance at the scene of each non-life-threatening emergency request [e.g., generally MPDS Charlie and Bravo]] as presumptively determined in accordance with the MPDS within 12 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests.

This shall apply to all Non-life-threatening emergency response requests in all designated Urban response areas of the County.

Response time requirements for designated Rural response areas within the County shall be within 19 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests.

Response time requirements for designated Wilderness response areas within the County shall be within 42 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests.

**C) Urgent Response (Priority 3)**

Contractor shall place at a minimum, a Basic Life Support ambulance at the scene of each urgent response request [e. g. Alpha] as presumptively determined in accordance with the MPDS within 16 minutes and 59 seconds on not less than 90% of all urgent response requests. This category of response has historically been used when an immediate response is necessary (e.g., MPDS-Alpha and some lower level MPDS Bravo requests non-lights and sirens response; low acuity auto accident with first responders present, urgent inter or intra facility transport, etc.).

This shall apply to all urgent response requests in all designated Urban response areas of the County.

Response time requirements for designated Rural response areas within the County shall be within 22 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests.

Response time requirements for designated Wilderness response areas within the County shall be within 42 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests.

If at any time prior to the arrival of a BLS unit, the call is determined to be a Priority 1 or 2, an ALS unit will be immediately dispatched. For the purpose's response time compliance, this will be considered an "upgrade".

If at any time prior to the arrival of an ALS to a Priority 1 or 2 call the call is determined to be a Priority 3, a BLS unit may be dispatched. For the purpose's response time compliance, this will be considered a "downgrade".

#### *Interfacility Transports*

The LEMSA recognizes that the Contractor's primary responsibility is to meet emergency service demands within the County. As a result, LEMSA understands that the Contractor's response to non-emergency requests may be occasionally and temporarily delayed until sufficient reserves of emergency response capacity can be restored to the system.

Even so, to provide customer service, and enhance the economic viability of the system, the Contractor shall furnish emergency and non-emergency response capacity and shall manage its available resources so as to provide prompt non-emergency transfer service. Especially in the case of any scheduled non-emergency transfer requests; the Contractor shall furnish service on schedule.

When the Contractor is unable to provide reasonably prompt non-emergency service, or is temporarily unable to provide the service as scheduled, the Contractor shall inform the individual or agency requesting such service, explaining the reasons for the temporary delay, and shall furnish an honest, reasonable estimate of the time service will be available.

Contractor shall respond to hospitals and healthcare facility requests for interfacility transfer in the following manner. The EMS System does not currently utilize a robust program for interfacility scheduling. Contractor shall propose how they intend to meet the below guidelines, including transport request and scheduling programs. Systems proposed shall include methods of communication and transparency with all hospitals and the LEMSA.

The use of 9-1-1 resources to perform non-emergency interfacility transports are at the risk of the associated response time compliance impact. These non-emergency transports will not be factored in for emergency response exemption calculations. Units assigned to immediate need transports will be eligible for exemptions are outlined for emergency responses.

#### D) Immediate Need Interfacility Transfer (*Specialty Care Transfer*)

Immediate ALS ambulance transport is requested to a higher level of care when any delay could result in placing the patient's health in immediate jeopardy. These transports are generally referred to as CODE STEMI, CODE Stroke and CODE Trauma transfers as outlined in LEMSA policy.

These requests are dispatched as priority 2 responses in accordance with then current LEMSA policy. The transport provider retains a response-time requirement for these transfers just as they would for any Priority 2 (i.e., life-threatening emergency) 9-1-1 request to the facility's location.

As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's

condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.

**E) Unscheduled Urgent Transfer (Priority 4)**

Unscheduled urgent transfers where the patient's medical condition requires transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy. The level and type of ambulance shall be appropriate to the patient's condition as determined by the sending facility.

Response time requirements for designated Priority 4 transfers originating within the County shall be within 89 minutes and 59 seconds on not less than 90% of all requests made with 12 hours or less notice to the Contractor.

**F) Scheduled Urgent Transfer (Priority 5)**

It is encouraged that the Contractor pre-arrange inter-facility transfer requests for a medically stable patient. The level and type of ambulance shall be appropriate to the patient's condition as determined by the sending facility.

Ambulance arrival time requirements for designated Priority 5 transfers originating within the County shall be no later than 14 minutes and 59 seconds on not less than 90% of the scheduled arrival time for requests made with more than 24 hours or less notice to the Contractor. Scheduled pick-up times may shift as agreed upon by facilities involved.

Ambulance arrival time requirements for designated Priority 5 transfers originating within the County shall be no later than 44 minutes and 59 seconds on not less than 90% of the scheduled arrival time for requests made with less than 24 hours or less notice to the Contractor. Scheduled pick-up times may shift as agreed upon by facilities involved.

**G) Out-of-County Transports (Priority 6)**

Out-of-County Inter-Facility Transports originating within the County, with a destination greater than 75 miles (as the crow flies) outside of Santa Barbara County line shall have an agreed upon pick-up time regardless of request time.

Ambulance arrival time requirements for designated Out-of-County transfers originating within the County shall be no later than 14 minutes and 59 seconds on not less than 90% of the agreed upon arrival time for requests. Scheduled pick-up times may shift as agreed upon by facilities involved.

Provider safety shall be a paramount consideration when scheduling Out-of-County transfers. Ambulance crew fatigue, Unit-Hour-Utilization, and normal shift time shall be factored into the scheduling process.

It is the Contractor's responsibility to meet the needs of the healthcare facilities. Contractor will be responsible for ensuring reasonable response times to long distance transport, and if hospital or patient's needs are not met, contractor must clearly document the reasons. Should LEMSA determine that the needs of those requesting this service are not being met, it may require the Contractor to submit a mitigation plan for approval.

H) Mentally Disordered Persons Transports (Priority 7)

*Transfers from the Field*

For patients who are experiencing an isolated mental health crisis and are in the custody of the County via Welfare Institution Code (WIC) 5150 – 5157, who after an EMS assessment are determined to not be experiencing an *emergency medical condition* and do not require an immediate medical intervention, may be transported to a destination other than the most appropriate receiving facility. As such, the individual may be transported by ALS ambulance, BLS ambulance or other LEMSA approved appropriate vehicle to an alternate destination.

Unit arrival time requirements for designated 5150 Field Transports originating within the County shall be no later than 29 minutes and 59 seconds on not less than 90% of the agreed upon arrival time for requests

*Interfacility Transfer of Patients in the Custody of the County*

Contractor is responsible for meeting response time requirements as set forth for Priority 4 – 6 transfers.

I) Critical Care Transports (CCT)

Requirements for Critical Care Transport will be assessed and negotiated after the Contractor proposes a CCT program. Contractor will be required to have Critical Care Transport with either an RN or CCTP. These services shall be offered 24 hours a day, 7 days a week.

J) Summary of Response Time Requirements

Figure 1 summarizes the Response Time Compliance requirements for ambulances throughout the County by Priority and Zone.

Figure 1: Response Time Compliance Requirements Summary

Priority Level	Compliance	Urban	Rural	Wilderness
Priority 1	90%	9 min. 59 sec.	16 min. 59 sec.	32 min. 59 sec.
Priority 2	90%	12 min. 59 sec.	19 min. 59 sec.	42 min. 59 sec.
Priority 3	90%	16 min. 59 sec.	22 min. 59 sec.	42 min. 59 sec.
Priority 4	90%	No greater than 89 min, 59 sec from time of request	N/A	N/A
Priority 5	90%	Greater than 24-hours = No greater than 14 min. 59 sec of scheduled pick-up time  Less than 24-hours = No greater than 44 min. 59 sec of scheduled	N/A	N/A

		pick-up time		
Priority 6	90%	within 14 min. 59 sec of scheduled pick-up time	N/A	N/A
Priority 7	90%	29 min. 59 sec	N/A	N/A

### 6.3 EQUITY IN RESPONSE TIMES THROUGHOUT THE COUNTY AND REPORTING PERIOD

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The LEMSA recognizes that equity in response times is largely based upon call densities within the County. In developing Response Time Equity Standards, the LEMSA has aggregated all areas of the County into five (5) compliance zones. Superior response time performance early in a month is not a reason or justification to allow inferior response time performance late in the month. Therefore, the Contractor shall use its best efforts to minimize variations or fluctuations in response time performance according to, day of week, or week of month.

LEMSA reserves the right to periodically review any specific area or time frame within the month to identify if there are pockets of inequitable response time performance and refer such findings to Contractor for mitigation. While this requirement does not change the method of calculating contractual response time requirements, Contractor will report its mitigation strategy to the LEMSA within ten (10) business days. Chronic patterns of response variation or Contractor's failure to address significant variations could constitute a breach of the Agreement.

### 6.4 RESPONSE TIME MEASUREMENT METHODOLOGY

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

#### A) Time intervals

For the purposes of the Agreement, response times shall be measured from the time of alert by the County Designated Communications Center until arrival at incident location by the first arriving transporting ambulance or the unit is cancelled by the calling party or a public safety agency.

Arrival at incident location means the moment an ambulance crew notifies County Designated Communications Center that the vehicle is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

In instances when ambulances fail to report "at scene," the time of the next communication with that ambulance shall be used as the "at scene" time (e.g., time at patient). However, 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.

## B) Each Incident a Separate Response

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

## C) Calculating upgrades, downgrades, turn-arounds and canceled responses

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

### i) Upgrades

If an assignment is upgraded, prior to the arrival on scene of the emergency ambulance, (e.g., from Priority 2 to Priority 1), Contractor's compliance and liquidated damages will be calculated based on the shorter of:

- a) Time elapsed from call receipt to time of upgrade plus the more stringent priority response time standard, or
- b) The original less stringent priority response time standard.

### ii) 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 liquidated damages will be determined by:

- a) If the time of the downgrade occurs after the emergency ambulance has exceeded the more stringent priority response time Standard, the more stringent higher priority standard will apply; or,
- b) If the time of the downgrade occurs before the emergency ambulance has exceeded the more stringent priority response time standard, the less stringent lower priority will apply. If the downgrade was justified in the sole discretion of the LEMSA, the longer standard will apply.

### iii) Reassignment Enroute

If an ambulance is reassigned enroute or turned around prior to arrival on the scene by the emergency ambulance, (e.g., to respond to a higher priority request), compliance and liquidated damages will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an emergency ambulance on the scene from which the original ambulance was diverted. If an ambulance is diverted to a higher priority call the new incident begins at the time stamped "call received" for that incident and not the time of the diversion.

### iv) Canceled Calls

If an assignment is canceled prior to arrival on the scene of the emergency ambulance, Contractor's compliance and liquidated damages will be calculated based on the elapsed time of alert by the County Designated Communications Center to the time the call was canceled. Since Contractor must commit resources to respond to canceled calls that are canceled will be counted and included in the monthly compliance reports.

## **6.5 RESPONSE TIME REPORTING REQUIREMENTS**

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#### A) Documentation of Incident Time Intervals

Contractor shall document all times necessary to determine total ambulance response time. All times shall be recorded on the LEMSA approved electronic Patient Care Report (ePCR). Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:

- i) Time call received by dispatch from County Designated Communications Center
- ii) Time Contractor alerted
- iii) Time enroute to scene
- iv) Arrival at scene time
- v) Arrival at patient's side
- vi) Time enroute to transport destination
- vii) Arrival time at the destination
- viii) Time of patient transfer to receiving hospital personnel (transfer of care)
- ix) Time available at the destination (i.e., return to in service status).

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

#### B) Response Time Performance Report

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

- i) LEMSA 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.
- ii) Contractor shall identify the causes of failures of performance and shall document efforts in a manner required by the LEMSA to eliminate these problems on an on-going basis.
- iii) The Contractor will be required to conduct a comprehensive performance improvement process and submit it to the LEMSA within 10 business days following the identification of underperformance for two consecutive months. LEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the system status plan or other measures to comply with the 90% requirement.

### **6.6 RESPONSE TIME EXCEPTIONS AND EXEMPTION REQUESTS**

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A) Both the LEMSA and the Contractor desire to reduce the number of exceptions to response times granted under the Agreement. Contractor shall develop and 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.

B) In some cases, late responses can be excused from response time compliance reports and liquidated damages. Exceptions shall be for good cause only, as

determined by LEMSA including automatic appeals and case-by-case appeals.

C) 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 awarded EOAs. Responses to requests for service outside the EOA will not be counted in the total number of calls used to determine compliance.

D) Exemption request procedure

It is the Contractor's responsibility to apply to the LEMSA for an exception to a required Response Time, utilizing the LEMSA approved method.

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 LEMSA and request that LEMSA exclude these runs from calculations. Any such request must be in writing and received by the LEMSA within ten (10) business days following the end of each calendar month. A request for an exception received after the ten (10) business days will not be considered. The LEMSA will review each exception request and decide for approval or denial and shall advise Contractor of its decision. This decision shall be final. The following exceptions shall apply:

- i) In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request for service shall be included except those for which exceptions are being granted by the County.
- ii) Extended delays at hospitals for transferring patients to receiving facility personnel (Ambulance Patient Off-Load Delay) will not be a criterion for potential good cause exceptions unless the lost hours from APOD exceeds fifteen (15) percent of the unit hours for the month provided under the Agreement. County shall use best efforts to assist Contractor in encouraging hospitals to reduce lost hours due to APOD.
- iii) 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.
- iv) Exemptions may be requested for the following:
  - a) Major Disaster/State of Emergency
  - b) Severe Weather
  - c) Local Hospital Diversion
  - d) Lack of Vehicular Access to the Patient'
  - e) Dispatch Errors
  - f) Unavoidable delay due to road construction or closure
  - g) Unavoidable delay by train
  - h) Unusual System Overload (as defined in Appendix 1 — Definitions)
  - i) Good Cause

**6.7 LIQUIDATED DAMAGES PROVISIONS FOR AMBULANCE RESPONSE TIME PERFORMANCE**

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

Failure to comply with any Response Time Interval, performance or other requirements in this RFP or the final Contract will result in damage to the LEMSA. It will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and LEMSA agree to the liquidated damages specified herein. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty but shall be deemed taken and treated as reasonable estimate of the damages to the LEMSA. It is also expressly understood and agreed that LEMSA's remedies in the event of the Contractor's breach or any noncompliance, are not limited to this RFP or the final Contract liquidated damages provisions. Chronic failure to comply with the Response Time Interval requirements may constitute breach of contract.

**A) Failure to Provide Data to Determine Compliance (Missed On-Scene Notification)**

Contractor shall pay County \$500 liquidated damages each and every time an 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 LEMSA Director an accurate on-scene time. The LEMSA may waive the liquidated damages in its discretion for good cause.

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

**B) Failure to Comply with Response Time Requirements**

County may levy and Contractor shall pay LEMSA liquidated damages each and every month that the Contractor fails to comply with the response time requirements for each Compliance zone (1-5). These damages will be placed into a Trust to be used for EMS System Enhancements. Liquidated damages will be applied on a percentage of compliance for each zone according to the following schedule:

Figure 2: Liquidated damages by Compliance Percentage Summary

Priority 1 - 3		Priority 4 - 7	
Compliance %	Liquidated Damages	Compliance %	Liquidated Damages
89.99-89.00	\$5,000.00	89.99-89.00	\$2,500.00
88.99-87.00	\$7,500.00	88.99-87.00	\$5,000.00
86.99-85.00	\$12,500.00	86.99-85.00	\$7,500.00
85.00 or Below	\$15,000.00	85.00 or Below	\$12,500.00

C) Phase-in of Liquidated Damages Provisions

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

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

LEMSA believes all attempts should be made to comply with Response Time standards such as system status plan adjustments or increased staffing of ambulances prior to assessing any liquidated damages, therefore, imposition of the liquidated damages for ambulance responses will be in effect beginning the third month of service provided by the Contractor.

D) Liquidated Damage Disputes

Contractor may appeal to the LEMSA Director in writing within (10) business days of receipt of notification, from the imposition of any penalty or regarding LEMSA's penalty calculations.

E) Incentive for Superior Clinical Performance

Should the Contractor provide clinical performance above the base standards as outlined in Section 4 of this RFP, the LEMSA may at its option, reduce or eliminate damages for the subsequent month as described in Section 4.2.

This incentive shall only be applied to liquidated damages levied for Priority 1 – 3 responses, and any "CODE STEMI", "CODE Stroke", or "CODE Trauma".

## **Section 7 — ADMINISTRATIVE STANDARDS**

### **7.1 COMMUNITY HEALTH STATUS IMPROVEMENT AND MOBILE INTEGRATED HEALTH INITIATIVES**

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The Contractor will take significant steps to improve injury prevention and system access through community education programs provided to the school system and community groups. It is LEMSA's expectation that 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.

Contractor shall ensure the provision of EMS services is done so without prejudice or unconscious bias. Contractor shall develop internal mechanisms to assess for implicit bias in the provision of EMS delivery. Contractor shall develop and maintain internal education and awareness programs to address any perceived or actual deficiencies in this area.

Contractor shall ensure field staff are provided training regarding health inequities, specific to the populations of EMS responses within the County. Additionally, the Contractor shall ensure field staff have access to a 24/7 language translation line that includes all languages spoken within the County. Contractor will work with the LEMSA to ensure the provision of EMS services are conducted in a manner that is equitable, ensuring all those who call for service receive the same level of clinical excellence. Contractor shall annually plan and implement a definitive and collaborative 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.

The Contractor shall specify how many hours per month it will commit to community education as outlined herein.

Contractor shall annually undertake at least one significant project that shall demonstrably improve the health status in the community.

Health status improvement programs targeted to "at risk populations" may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety/fall prevention program, home hazard inspection program.

The LEMSA has established an EMS Prevention program to address the unmet social and health needs of its citizens. Contractor will collaborate with the LEMSA to ensure appropriate referrals are made by Contractor personnel to the program in accordance with written guidance provided by the LEMSA.

Contractor is to use its best efforts to obtain external grant funding for health status improvement projects.

## **7.2 PATIENT EXPERIENCE EVALUATION**

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### **A) Third-Party Patient Experience Surveying**

Contractor shall deploy at its own expense a third-party patient experience surveying tool that provides patients with an opportunity to provide feedback regarding their experience with the Contractor's service. The tool shall provide patient experience performance data for each employee that provided care to patients that completed the survey during the survey period. The tool shall provide a comparison of the Contractor's patient experience performance against other EMS agencies.

### **B) Patient Percentage**

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

### **C) Timeframe**

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

## **7.3 CUSTOMER SERVICE HOTLINE AND COMPLAINT PROCESS**

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A) Customer Access Hotline

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

B) Number Publication

The hotline number will be published in the on the LEMSA's website, the Contractor website, publicized at local healthcare facilities, fire stations and, public safety agencies.

C) Notification

Members of the Contractor's Leadership Team are to be automatically notified via pager/text message of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.

D) Documentation

To the extent possible, a third-party software/service will be utilized. At a minimum the service should automatically capture relevant time-stamps, document the complaint and the disposition.

E) Clinical Complaints

Any complaints of a clinical nature shall be immediately reported to the LEMSA via established LEMSA policies.

#### **7.4 EMPLOYEE SAFETY AND WELLNESS**

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

#### **7.5 INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM REQUIREMENTS**

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Education and intentional prevention of conditions in which accidents occur, is the best mechanism to avoid injuries to Contractor staff and patients. Therefore, the LEMSA requires Contractor to develop and implement comprehensive health, safety and loss mitigation program including within three (3) months of initiation of service under the resulting agreement, including at a minimum:

- A) Pre-screening of potential employees (including drug testing)
- B) Initial and on-going driver training
- C) Lifting technique training
- D) Hazard reduction training
- E) Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues and involvement of employees in planning and executing its safety program.
- F) Planning for safety and risk mitigation program that will include, at a minimum:
  - i) Gathering data on all incidents that occur within Contractor workforce
  - ii) Analyze the data to find causative factors and determine preventive measures
  - iii) Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors
  - iv) Gather safety information as required by law
  - v) Implement training and corrective action on safety related incidents, as required by law
  - vi) Provide initial and on-going training on those practices and interventions
  - vii) Provide safe equipment and vehicles
  - viii) Monitor the results of employee compliance or non-compliance with the safety plan and refine the plan as new information becomes available

## **7.6 COMMUNICABLE DISEASES, SAFETY, AND PREVENTION**

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- A) The Contractor shall have a Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- B) Contractor shall make available at no cost to its employees all currently recommended and required immunizations and health screening to its high-risk personnel.
- C) Assign a locally employed Communicable Disease point-of-contact with investigative rights, as outlined in LEMSA policy.

## **7.7 KEY PERSONNEL**

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- A) The Contractor shall have a management staffing plan to oversee all aspects of

ambulance service including administration, operations, continuing education, clinical quality improvement, record keeping, and field supervision.

- B) The Proposer shall specifically explain their management staffing model showing how they intend to monitor, and continuously improve both clinical and operational performance. This is to outline span of control and ensure employees are operating professionally and competently.
- C) Required management positions locally employed and assign within Santa Barbara County shall include:
- i) *Operations Manager/Director*: A Full-time individual dedicated specifically to oversee EMS Operations in Santa Barbara County as their primary role. This individual shall have significant prior experience managing large, high-performance 9-1-1 emergency medical services system.
  - ii) *Clinical Manager*: A paramedic or nurse with extensive experience in emergency and critical care with experience working clinically sophisticated 9-1-1 ALS emergency ambulance services system. This individual shall be full-time and dedicated to Santa Barbara County, and shall be responsible for day-to-day clinical oversight of all of Contractor's clinical services, including clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance and continuous quality improvement. The Clinical Manager or his or her designee will be immediately available to field personnel.
  - iii) *Provider Medical Director*: An EMS Board Certified Physician who meets the standards as set forth in Health and Safety Code. This individual shall participate in provider CQI, education and training, and be accessible to field employees. This individual is not required to be a full-time employee of the organization.
  - iv) *Field Supervisors*: Contractor shall utilize field supervisors for the direct supervision of field personnel. These individuals will ensure that field personnel maintain the highest level of professionalism, patient care and customer service for all services provided.
    - a) These individuals shall be credentialed by the LEMSA as paramedics.
    - b) There shall be an appropriate number of Field Supervisors to cover the geography with a reasonable span of control and provide an immediate response for field incidents.
    - c) Contractor shall have a written program which clearly describes the eligibility criteria, training, roles and responsibilities of field supervisors.
    - d) On-Duty Field Supervisors shall not regularly be scheduled on ambulances, and shall be available to and cooperate fully with the LEMSA and EMS System partners.
    - e) First Responder Liaison: Contractor shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies within the EOA.
    - f) The Proposer shall identify who within the organization's management staff with Investigative Authority.
    - g) Provide the qualifications, including resumes, and provide job descriptions for all management, clinical and supervisory personnel for the ambulance service.

## 7.8 REPORTS REQUIRED

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

Detailed descriptions of specific clinical performance measures are provided in the Appendix. Reports shall include, at a minimum.

A) Clinical

- i) Clinical Scorecard
- ii) Continuing education reports
- iii) Summary of clinical inquiries and resolutions
- iv) Other QI statistical information reported as requested by the LEMSA Medical Director

B) Operational

- i) Summary of periodic and temporary unit/deployment changes
- ii) Summary of any operational issues
- iii) Summary of systemic errors that impacted service delivery
  - a) System Status Management errors
  - b) Communication/Technological system errors
  - c) Other relevant issues
- iv) Summary of interrupted calls due to vehicle/equipment failures
- v) Community education events
- vi) PR activities and government relations report
- vii) Other reports as requested by the LEMSA

C) Administrative

- i) Financial Report, to be conducted Quarterly (unaudited financial and loss statement)
- ii) Yearly audited financial report
- iii) Billing Report, to be conducted Quarterly
  - a) Ambulance Bill Collection rate
  - b) Number of patients sent to collections
- iv) Patient Satisfaction Report
- v) Customer Hotline Report
- vi) Personnel Report, to be conducted Quarterly
  - a) List of active paramedics and EMTs
  - b) Attrition report
- vii) Other reports as requested by the LEMSA
- viii) Yearly joint presentation (with the LEMSA) to the County Board of Supervisors

## **7.9 PARTICIPATION IN SYSTEM DEVELOPMENT AND FUTURE SYSTEM ENHANCEMENTS**

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

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

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

## **Section 8 — REGULATORY COMPLIANCE AND FINANCIAL STANDARDS**

### **8.1 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS**

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

#### **A) Medicare 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 regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

#### **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 Department of Health and Human Services. The three major components of HIPAA include:

- i) Standards for Privacy and Individually Identifiable Health Information.
- ii) Health Insurance Reform: Security Standards.
- iii) 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 the LEMSA/County, along with Contractor's actions, to mitigate the effect of such violations.

## **8.2 STATE AND LOCAL REGULATIONS**

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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 LEMSA policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by Medical and other state and federally funded programs.

## **8.3 PATIENT CHARGES AND REVENUE**

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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, negotiated with the LEMSA, and subsequently approved by the County Board of Supervisors. The current rates are included in Appendix 3. These patient charges shall be the maximum allowed amount.

### **B) Fee Increases**

Annual Rate Adjustment: The rates may be increased on January each year to adjust for inflation. No later than forty-five days prior to each adjustment date, the Contractor may request the EMS Agency to consider approval of a user fee adjustment. The percentage increase to adjust for inflation shall be calculated using the following indices:

- i) The percentage increase in the average CPI of the following Consumer Price Index factors for All Urban General Consumers (CPI-U) and the Medical Care Services of the Commodities and Services Group on the Consumers Price Index for All Urban Users, Los Angeles, Orange and Riverside counties, index, as compiled and reported by the Bureau of Labor Statistics for the previous 12-month period last for which published figures are then available:

- 50 percent of the CPI – Medical Care Index
- 50 percent of the CPI – All Urban General Consumers (CPI-U)

To address operational expenses beyond the reasonable control of the provider (industry-wide cost increases for insurance, governmental compliance, ect.), the EMS Agency Director, at their discretion,

can approve a rate increase of the CPI-U (as described), or the CPI-U multiplied by 1.75. Rate adjustments shall increase a minimum of 3.25% and a maximum of 5%.

Any rate adjustment made under this provision shall be submitted to and approved in writing by the EMS Agency Director.

- ii) In the event that significant changes occur within the EMS System or that impact the provision of EMS service within the LEMSA (e.g., national reimbursement structure change, major operational change) that substantially impacts the Contractor's costs of providing services, the Contractor may request the County Board of Supervisors to approve increases in charges to patients to mitigate the financial impact of such system financial changes.
- iii) In the event that the Contractor's annual Profit exceeds Eight percent (8.0%) of Net Revenue in any fiscal year, the Contractor shall reduce EMS System costs by delaying the next annual rate increase by an amount equal to the excess profit. Such reduction shall be made during the fiscal year immediately following the year in excess. Examples of ways to abate the excess profit may include, but are not limited to, employee wages, increases in training, addition of administrative staff or unit hours, purchasing of equipment, or others means as approved by the County EMS agency Director.

#### C) Rate Reduction

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

### **8.4 BILLING/COLLECTION SERVICES**

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Contractor shall maintain a business presence within the County of Santa Barbara. 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:

- A) Automatically generate Medicare and Medical statements
- B) 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.
- C) Contractor shall make no attempts to collect its fees at the time of service.

### **8.5 BILLING SYSTEM PROFESSIONALISM AND REGULATORY COMPLIANCE**

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

## **8.6 ACCOUNTING PROCEDURES**

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### **A) Invoicing and Payment for Services**

The LEMSA shall render its invoice for any fines, Liquidated Damages or other fees to the Contractor within 10 business days of the end of each Quarter (calendar year). The Contractor shall pay LEMSA 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 the LEMSA 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, LEMSA 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 LEMSA at their local office or other mutually agreeable location. The LEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

On an annual basis, the Contractor shall provide LEMSA with audited financial statements by certified public accountants for Contractor's ambulance operations and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation. In its sole and exclusive discretion, the LEMSA will permit non-private entities to meet this requirement in an equivalent manner as specified in Appendix 7 — Provision For Fairness In Government/Private Competition.

The financial position and results of operations under the Agreement shall be presented in such a manner, as if that agency were a for profit commercial corporate enterprise.

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

Contractor will be required by LEMSA to provide LEMSA with periodic report(s) in the format approved by LEMSA to demonstrate billing compliance with approved/specified rates.

## **8.7 INSURANCE PROVISIONS**

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Contractor shall keep in effect during the entire term of Contract and any extension or modification of Contract, insurance policies meeting the following insurance requirements unless otherwise expressed in Contract.

A) Additional Insured

General Liability (Including operations, products, and completed operations, as applicable.)	<b>\$10,000,000</b> - per occurrence for bodily injury, personal injury, and property damage.  If Commercial General Liability Insurance or another form with a general aggregate limit is used, the general aggregate limit either must apply separately to this service or must be twice the required occurrence limit.
Automobile Liability	<b>\$10,000,000</b> - Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
Workers' Compensation	As required by the State of California.
Employers' Liability	<b>\$1,000,000</b> - each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
Professional Liability (Errors and Omissions)	<b>\$10,000,000</b> - per occurrence.
Cyber Liability	<b>\$5,000,000</b> per occurrence for Privacy and Network Security, <b>\$1,000,000</b>

B) TERMS & CONDITIONS IN THE EVENT OF ANY POSSIBLE FUTURE CONTRACT

- i) **COMPLIANCE WITH PURCHASING TERMS & CONDITIONS** - You agree to be bound by the County's terms and conditions for independent contractors included in the attached Template for Agreement for Services of Independent Contractor (Attachment), including the indemnification and insurance requirements included therein.

**8.8 PERFORMANCE SECURITY**

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The Proposer must be able to obtain and maintain in full force and effect, to the LEMSA's satisfaction, throughout the term of the Agreement a performance guarantee equivalent to six (6) months of operating expenses. The performance security shall be in the form of cash, letter of credit, or performance security bond, or in another form approved by the LEMSA. Proposer shall describe how they meet this requirement if different from the performance bond option below. This is one option:

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

Governmental proposers may pledge receivables and assets in lieu of a performance security.

## **Section 9 — DEFAULT, TERMINATION AND OTHER GENERAL PROVISIONS**

### **9.1 CONTINUOUS SERVICE DELIVERY**

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

### **9.2 DEFAULT AND PROVISIONS FOR TERMINATION OF THE AGREEMENT**

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#### **A) Definitions of Breach**

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

- i) Continued failure of Contractor to operate the ambulance service system in a manner which enables LEMSA or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and local laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach, but willful and repeated breaches shall constitute a material breach;
- ii) Continued falsification of data supplied to LEMSA and/or the State of California 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 Contract;
- iii) Continued failure by Contractor to maintain equipment in accordance with good maintenance practices;
- iv) Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
- v) Continued attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with

- competing Proposers during a subsequent procurement cycle;
- vi) Continued attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
  - vii) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
  - viii) Continued failure of Contractor to comply with approved rate setting, billing, and collection procedures;
  - ix) Repeated failure of Contractor to meet response time requirements after receiving notice of non-compliance from LEMSA;
  - x) Failure of Contractor to provide and maintain the required insurance and performance security bond;
  - xi) Failure of Contractor to comply with the vehicle provisions;
  - xii) Failure of Contractor to comply with or exceed the minimum employee wage/salary benefit package as submitted; or,
  - xiii) Continued and repeated material breaches of Contractor's backup provisions.

### **9.3 TERMINATION**

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#### **A) Failure to Perform**

LEMSA, upon written notice to Contractor, may terminate this Contract and provide 30 days' notice should Contractor fail to perform properly any of its obligations following notice from LEMSA. In the event of such termination, LEMSA may proceed with the work in any reasonable manner it chooses. The cost to LEMSA of completing Contractor's performance shall be deducted from the Contractor's performance bond without prejudice to LEMSA rights otherwise to recover its damages. Any additional language as detailed in the BOS sample contract.

### **9.4 EMERGENCY TAKEOVER**

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In the event the County Council 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 Cardinal Default shall constitute a Default of the Agreement.

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

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 the LEMSA. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and

necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred shall be initiated and shall take place only after the Emergency 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 the LEMSA 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 the LEMSA was made in error.

For any Default other than a Cardinal Default by Contractor, the early termination provisions set forth in the Agreement shall apply.

In the event LEMSA determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the opinion of the Health Director, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the County Board of Supervisors. If the County Board of Supervisors concurs that a breach has occurred and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with LEMSA to affect an immediate takeover by LEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 72 hours after the County Board of Supervisors' action.

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

During LEMSA takeover of the ambulances and equipment, County and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on vehicles and equipment as documented by Contractor at LEMSA's request and verified by County Auditor. County Auditor shall disburse these payments directly to Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, County shall pay the Contractor the rentals specified in Agreement. Nothing herein shall preclude LEMSA from seeking to recover from Contractor such rental and debt service payments as elements of damage from a breach. However, Contractor shall not be precluded from disputing the findings or the nature and amount of LEMSA's damages, if any, through litigation. However, failure on the part of Contractor to cooperate fully with LEMSA to affect a safe/smooth takeover of operations shall itself constitute a breach of Contract, even if it is later determined that the original declaration of breach by the LEMSA Council was made in error.

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

LEMSA may unilaterally terminate takeover period at any time and return facilities and equipment to Contractor. The takeover period shall last, in LEMSA's judgment, no longer than is necessary to stabilize the EMS system and to protect the public health and safety by whatever means LEMSA chooses.

All of Contractor's vehicles and related equipment necessary for provision of services pursuant to this Contract are hereby leased to LEMSA/County during an emergency takeover period. Contractor shall maintain and provide to LEMSA/County a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers, and name and address of 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 LEMSA 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 5 days of emergency takeover.

## **9.5 TRANSITION PLANNING**

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### **A) Competitive Procurement Required**

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

### **B) Future Procurement Cycles**

Contractor acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, 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 bid Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

## **9.6 COUNTY'S REMEDIES**

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

## **9.7 "LAME DUCK" PROVISIONS**

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Should the Agreement not be renewed, extended, or if notice of early termination is given by LEMSA, Contractor agrees to continue to provide all services required in and under the Agreement until the LEMSA 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 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;
- C) LEMSA 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. LEMSA 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.
- D) Should the LEMSA 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.

## **9.8 GENERAL REQUIREMENTS, ALLOWANCES, RESTRICTIONS**

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### **A) Annual Performance Evaluation**

The LEMSA and/or an independent programmatic review entity under contract to the LEMSA may evaluate the performance of the ambulance Provider on an annual basis.

An evaluation report will be provided to the County Board of Supervisors. The following criteria, at a minimum, should be included in the performance evaluation: Response time performance standards have been met at or above the minimum requirements in the Contract;

- i) Clinical performance standards have been met at or above the minimum requirements in the Contract;
- ii) Innovative programs to improve system performance have been initiated; and
- iii) A stable work force has been maintained and there have been documented efforts to minimize employee turnover.

### **B) Assignment**

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

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

C) Subcontracting

Contractor may not use any subcontractor to perform any of Contractor's obligations under this Contract unless (a) Contractor has obtained the prior written consent of the LEMSA to the use of the subcontractor, and (b) Contractor has entered into a separate written agreement with the subcontractor which requires the subcontractor to agree to and abide by all the terms and conditions of this Contract. The LEMSA shall be deemed to be a third-party beneficiary of any such agreement between Contractor and a permitted subcontractor. Notwithstanding the foregoing, Contractor shall not be relieved of any of its duties or obligations under this Contract as a result of entering into a written agreement with a permitted subcontractor.

D) 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 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. 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.

E) 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.

F) Private Work

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

G) Retention of Records

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

H) Product Endorsement/Advertising

Contractor shall not use the name of the LEMSA/County of Santa Barbara for the endorsement of any commercial products or services without the expressed written permission of LEMSA/County.

I) Observation and Inspections

LEMSA representatives will, at any time, and without notification, directly observe Contractor's operations of the dispatch center, maintenance facility, or any Ambulance post location. A LEMSA 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, LEMSA 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 the LEMSA, LEMSA representatives may observe Contractor's office operations, and Contractor shall make available to LEMSA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to the Agreement. LEMSA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for LEMSA to fulfill its oversight role.

J) Omnibus Provision

Contractor understands and agrees that for four (4) years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the 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.

K) Small Business Utilization

Contractor shall consider and make good faith efforts to engage small businesses, women, and minority owned firms in its purchasing and Sub-Contracting arrangements.

L) Relationship of the Parties

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

M) Rights and Remedies not Waived

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

N) 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 the County of Santa Barbara, California.

O) End-term Provisions

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

P) Notice of Litigation

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

Q) General Contract Provisions

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

## APPENDIX 1 — DEFINITIONS

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

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

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

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

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

**Ambulance Patient Offload Delay** means the delay beyond the Jurisdictions approved benchmark that can occur when transferring care of a patient from emergency service personnel to hospital emergency department staff. APOD exceptions can be considered only when certain contract defined time parameters are exceeded beyond the reasonable control of the Contractor.

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

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

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

**Base hospital** means one of a limited number of hospitals which, upon designation by the local LEMSA and upon the completion of a written contractual agreement with the local LEMSA, is responsible for directing the advanced life support system

or limited advanced life support system and prehospital care system assigned to it by the local LEMSA.

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

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

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

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

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

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

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

**Contract** means the agreement between the County and Contractor awarded under the terms of this Request for Proposal.

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

**County** means County of Santa Barbara, California.

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

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

**Density** means call density or a concentration of calls for a particular area of the

Exclusive Operating Areas not to be confused with population density.

**Designated facility** means a hospital which has been designated by a local LEMSA to perform specified emergency medical services systems functions pursuant to guidelines established by the authority as defined in Health and Safety Code Section 1797.67.

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

**EMS Prevention Program** means that program operated by the County to help improved access and reduce emergency response demand among at risk population groups within the County

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

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

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

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

**Emergency Medical Technician-II (EMT-II)** means an EMT-I with additional training in limited advanced life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

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

**Dedicated Special Events Coverage** means the posting of assigned resources at a scheduled special event. A resource so assigned shall not depart the event for any reason except to transport a patient in need of immediate care from the event to a medical facility, in which case another unit shall be immediately dispatched to resume dedicated coverage.

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

**First Responder Agency** means an agency or department with equipment and staff

(e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

First Watch means that commercially available suite of software used to independently monitor and report response times and other clinical factors.

**Fractile Response** means a method of measuring ambulance response times in which all applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile response time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

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

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

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

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

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

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

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

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

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

**Liquidated Damages** means those funds due from Contractor deemed taken and treated as reasonable estimate of the damages to the County. The remedies in the event of the Contractor's breach or any noncompliance, are not limited to this RFP or the final Agreement liquidated damages provisions.

**Local LEMSA (LEMSA)** means a division of the Santa Barbara County Public Health Department that has primary responsibility for the administration of emergency medical services and provides system guidance and oversight through prehospital provider driven policy development and a comprehensive quality improvement program pursuant to California Code of Regulations.

**Medical Director** means the physician designated by the Jurisdiction as the medical director for its EMS system including but not limited to communications personnel, first responders, EMTs and paramedics, regardless of the entity that employs them.

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

The presumptive priority classification is established.

The need for first response is determined.

The need for delivery of pre-arrival instructions to persons at the scene is determined.

Appropriate pre-arrival instructions are provided.

Appropriate referrals to alternate resources, if indicated, are given.

**Malcomb Baldrige National Quality Award** means the process established by the U.S. Congress to recognize companies that have implemented successful quality management programs that is administered by The U.S. Commerce Department's National Institute of Standards and Technology. Although completing the award submission process is not required under this RFP the seven criteria categories are available as a guide for Proposers.

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

**Mutual aid transport received** means an emergency transport rendered by a neighboring mutual aid provider at Contractor's official request pursuant to an approved mutual aid agreement, and which originates within the primary service area, or an area covered by the Exclusive Operating Areas.

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

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

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

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

a single Patient Transport.

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

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

**Proposal Deadline** means the closing date associated with this Request for Proposal.

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

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

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

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

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

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

**Service Area** means the awarded exclusive operating areas.

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

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

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

**System Standard of Care**, means the compilation of the MPDS protocols, pre-arrival instruction protocols, medical protocols, response time requirements,

protocols for selecting destination hospital, standards for certification of prehospital care personnel (i.e., system status controllers/EMS dispatchers, First Responders, ambulance personnel, and medical control physicians), including requirements for on-board medical equipment and supplies, all as approved by Medical Director, and all applicable federal, state and local laws, rules, ordinances and regulations. The System Standard of Care simultaneously serves as both a contractual norm and, where applicable, a regulatory standard. The System Standard of Care shall also include the Proposer's response to this RFP to the extent that it is not inconsistent with this RFP.

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

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

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

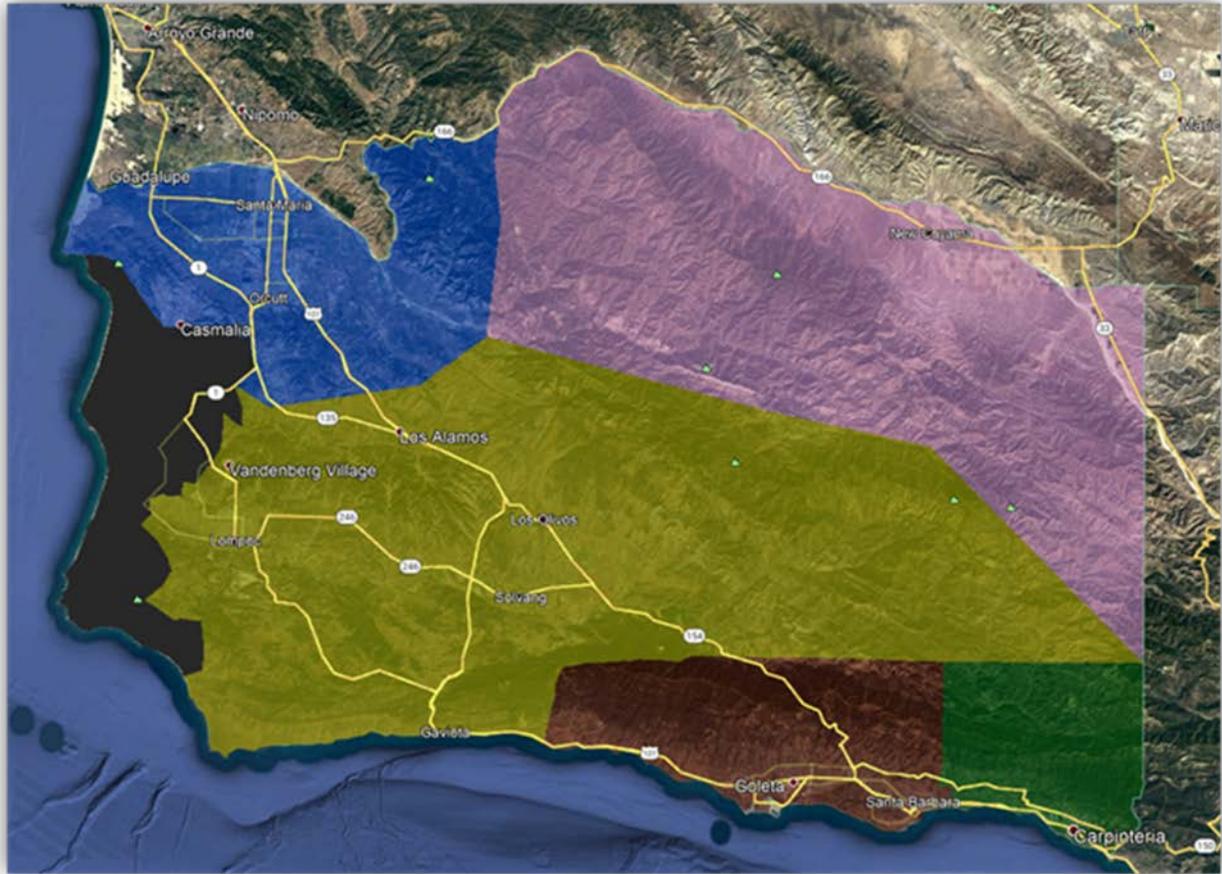
**Unit hour Utilization (UhU)** means the ratio between the number of transports divided by the number of incidents.

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

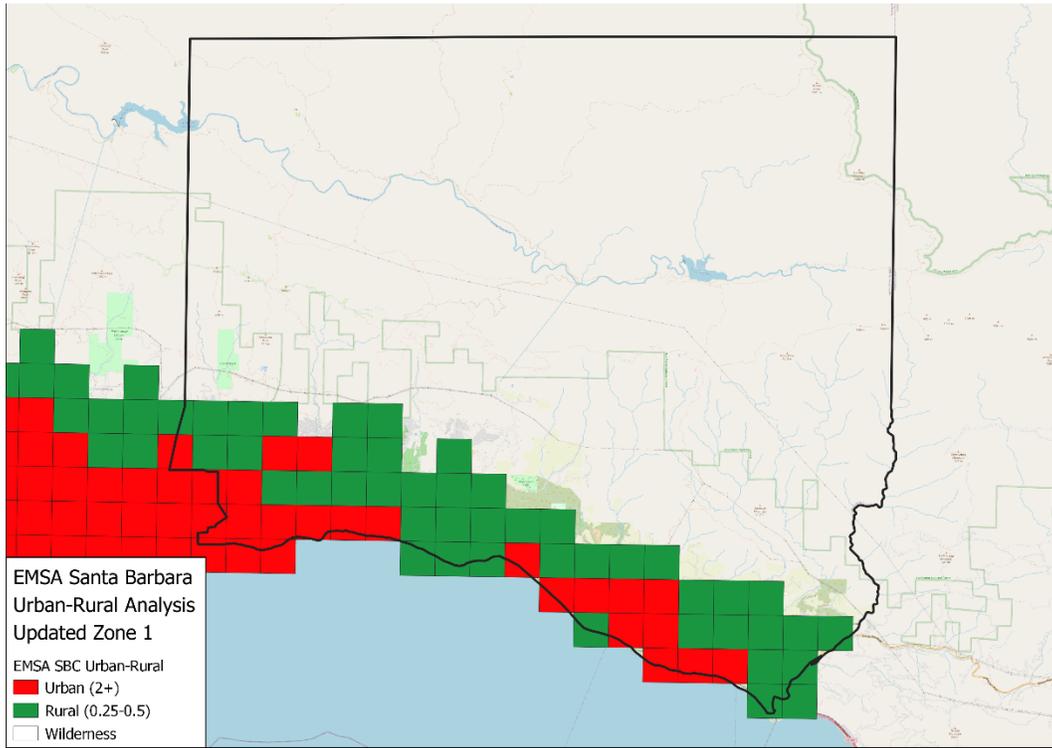
**Utilization** means a measure that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours consumed in productivity with the total available unit-hours.

# APPENDIX 2 — MAPS OF THE COUNTY

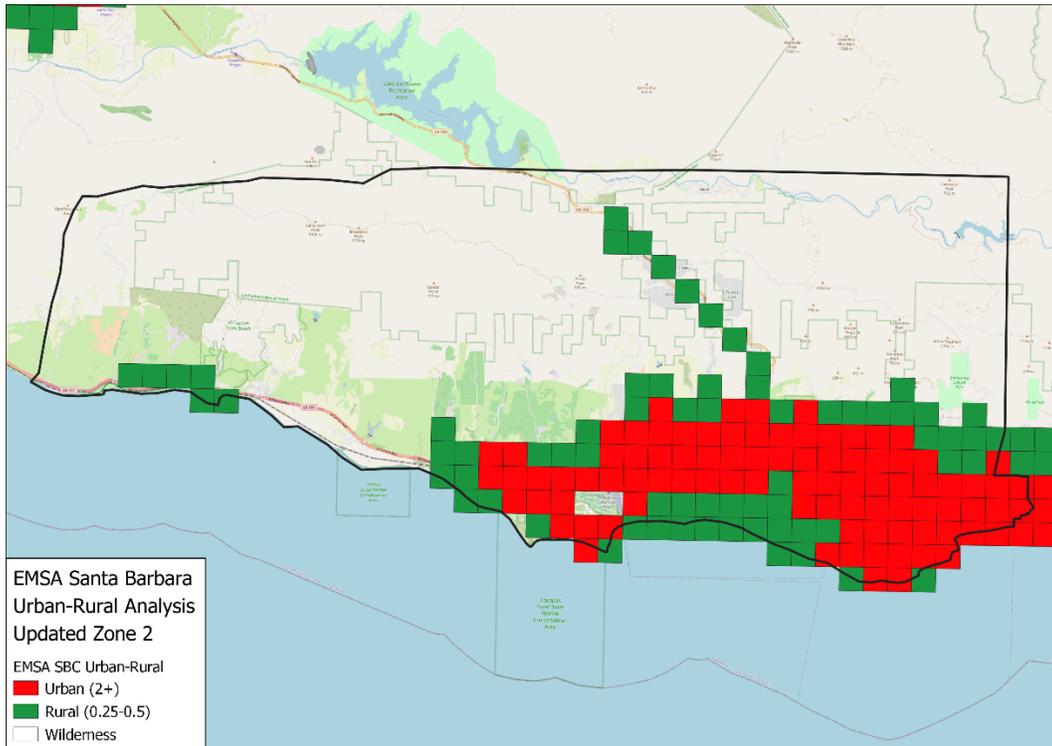
## SANTA BARBARA COUNTY EOA FIVE RESPONSE TIME COMPLIANCE ZONES



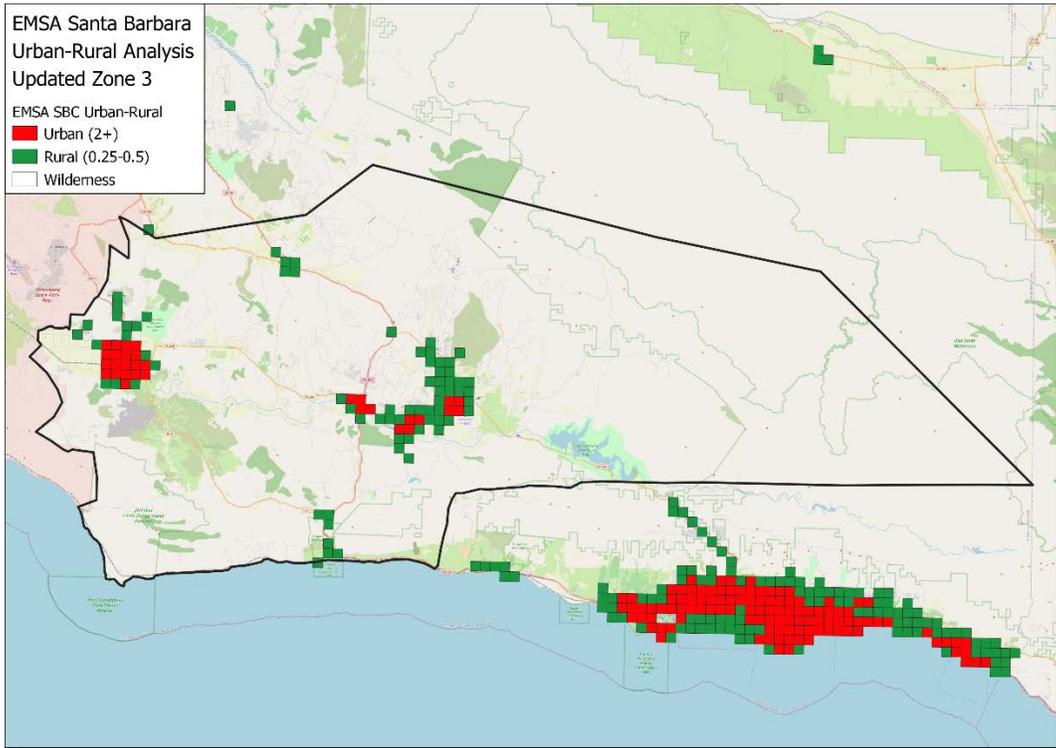
### Compliance Zone 1



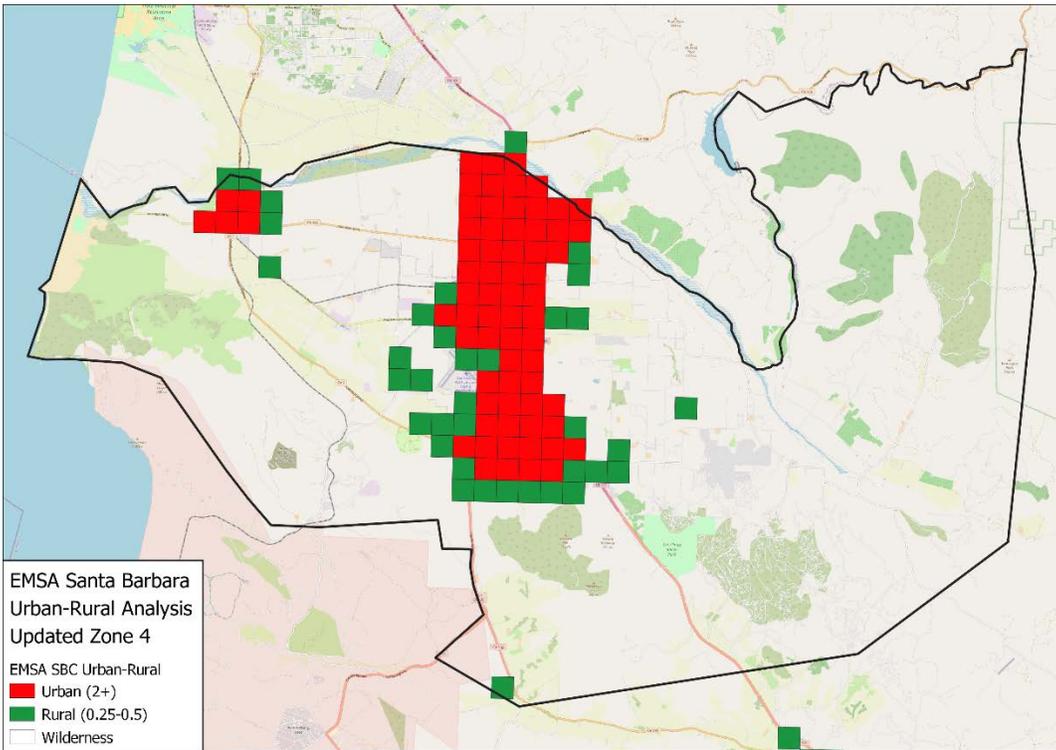
### Compliance Zone 2



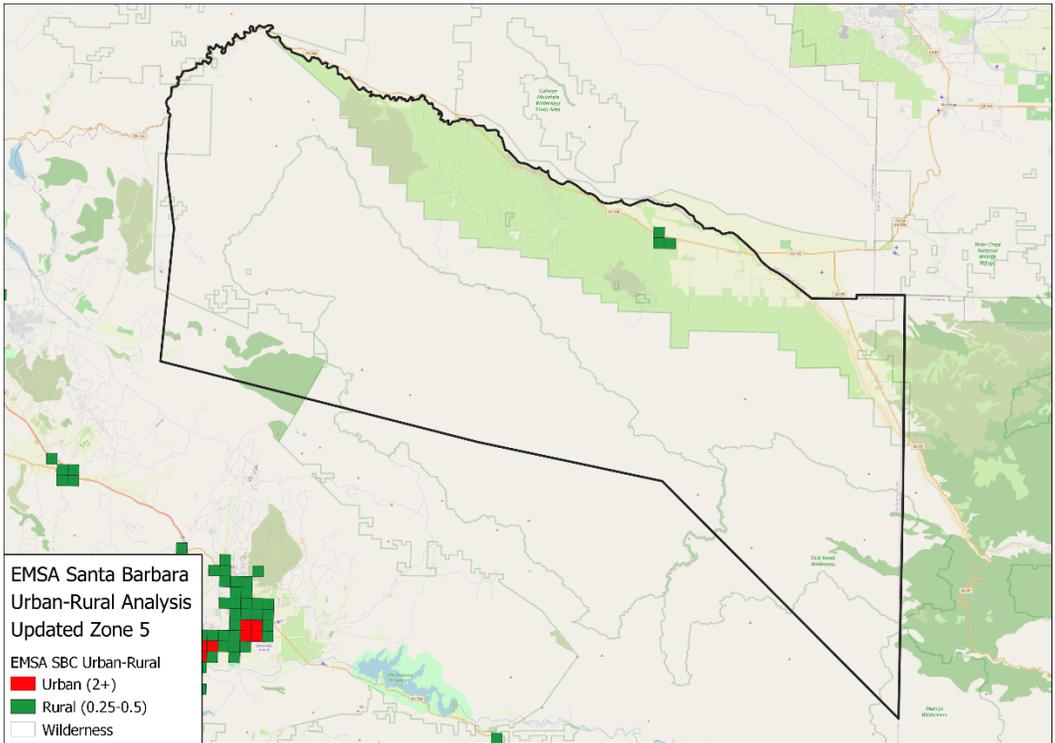
### Compliance Zone 3



**Compliance Zone 4**



**Compliance Zone 5**



AREAS EXCLUDED FROM EOA

Vandenberg Air Force Base



**APPENDIX 3 — CURRENT AMBULANCE SERVICE RATES**

BLS Transport Rate	\$2,055.96
ALS Transport Rate	\$3,163.16
Loaded Ambulance Mile Rate	\$61.80
Oxygen Rate	\$210.17
Stand-By Rate	\$318.47

# APPENDIX 4 — MANDATORY FIRST PAGE FORM

PROPOSAL TO PROVIDE AMBULANCE SERVICES TO  
COUNTY OF SANTA BARBARA, CALIFORNIA

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

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

NAME OF  
PROPOSER: \_\_\_\_\_

D/b/a \_\_\_\_\_  
LEGAL  
ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

email \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ email \_\_\_\_\_

ADDRESS FOR MAILINGS (if different):  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ DATE RECEIVED \_\_\_\_\_ TIME

## APPENDIX 5 — FINANCIAL REVIEW FORM

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

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

## APPENDIX 6 — PRICING FORM

(SUBMIT AS SEPARATELY TITLED FILE)

<b>BLS Transport Rate</b>		\$
<b>ALS Transport Rate</b>		\$
<b>Critical Care Transport Rate</b>		\$
<b>Loaded Ambulance Mile Rate</b>		\$
<b>Treat and no transport charge</b>		\$
<b>Oxygen Rate</b>		\$
<b>BLS Standby Rate</b>		\$
<b>ALS Standby Rate</b>		\$
<b>BLS Standby (Non-Transport) Rate</b>		\$
<b>ALS Standby (Non-Transport) Rate</b>		\$

## APPENDIX 7 — PROVISION FOR FAIRNESS IN GOVERNMENT/PRIVATE COMPETITION

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

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

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

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

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

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

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

In the event of a Default by a governmental entity as outlined in the RFP," the government agency shall continue to temporarily operate the system in a manner which allows it to comply with all clinical, Response Time and other quality requirements while the LEMSA initiates another procurement cycle to select a new vendor.

- B. The governmental entity's costs must be fully accounted for and independently maintained as an "enterprise fund" to facilitate a fair and accurate comparison with the private sector.

The financial position and results of operations under the Agreement shall be presented in such a manner, as if that agency were a for profit commercial corporate enterprise. The governmental entity, if awarded the Agreement, will be required to establish a separate "enterprise fund" according to generally accepted accounting principles to account for all assets, liabilities and operations related to the Agreement. Such fund must include all assets necessary to deliver the contracted service or absorb a reasonable cost allocation for use of assets belonging to other funds or account groups.

The fiscal entity for the governmental agency may initially transfer money to the enterprise account for start-up costs of operation. This amount will be determined by the governmental agency and/or its fiscal entity prior to the award of the contract.

The governmental agency will provide a repayment schedule to identify interest, if any, and the schedule of repayment of the initial working capital transfer back to the fiscal entity. The amount of capital that is subject to repayment by the governmental agency will not be considered as tax subsidy or loss and shall be considered a loan. So long as the repayment schedule is maintained as identified in the submitted schedule, the balance of the initial working capital remaining in the enterprise account shall be considered as a loan balance and not a loss or subsidy. Should, however, repayment of the initial capital fall behind the repayment schedule submitted, the amount in arrears shall be considered a subsidy or loss.

Financial statements of the enterprise fund must be prepared for operations as if the enterprise fund were a "stand alone" for-profit corporation. The following costs shall be included:

1. General and administrative (indirect) costs.

These are reimbursements to other governmental unit's funds, which provide support such as human resources, finance, data processing and any other local government department providing services to EMS.

2. Cost of public facilities and services.

Examples of such costs may include but are not limited to legal, administrative, payroll, accounting, facilities, (e.g., fair value lease and maintenance costs on a per square foot utilized basis), consulting costs to develop proposals, financial plans and on-going consulting support, cost of first response if used as a mechanism to offset response time requirements, utilities, telephone, fleet maintenance services, risk management, fuel and lubricants, janitorial and so forth.

3. Interest expense.

The governmental agency must account for the additional effective interest costs of working capital needed to support the government's operational cash flow requirements including but not limited to: interest lost on cash reserves withdrawn from investments or interest paid on borrowed funds.

4. Uninsured risk.

An independently prepared cost of fully reserving for, or ensuring uninsured risk created by entry into the Ambulance service business, must be charged to the Fund.

5. Depreciation.

Depreciation on all depreciable assets must be charged.

6. Miscellaneous items.

This would include any other items necessary to provide service under the Agreement according to Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASBE).

The financial statements must be audited by an independent certified public accounting firm on an annual basis as part of the municipalities' annual audit. The auditors will perform additional agreed upon procedures and provide a separate report on the EMS fund operations within 120 days of the end of the period. The enterprise shall pay its share of audit costs.

## APPENDIX 8 — HISTORIC DATA TABLES

The LEMSA understands that data is vital to any proposer to be able to prepare a realistic proposal. LEMSA will not attempt to determine what data is most important to any proposer and believes proposers must have as much flexibility in analyzing data as possible. Therefore, to give proposers as much control over data analysis as possible, the LEMSA will provide historic response and transport data in the form of a *Microsoft Access*® compatible data table. The data will be provided on electronic media to potential proposers who attend the Mandatory Pre-bid Conference.

Since data provided may be considered confidential and protected under federal privacy regulations, the data will only be provided to prospective proposers who are seriously intent on submitting a proposal to the LEMSA as part of this procurement process. Proposers will be required to sign appropriate confidentiality statements and/or business associate agreements stating that they will protect all protected information as if it were their own, and that they will return all data provided as a part their procurement submissions. Data will not be provided to any entity or individual refusing to sign these, or any further conditions that may be in effect at the time of the Mandatory Pre-bid Conference.

## APPENDIX 9 — CLINICAL SCORECARD

### State and National Benchmarking Participation

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

### Clinical Performance Measures

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

### Measurement of Clinical Performance Standards

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

Clinical System	Metric ID	Clinical Metric	Standard	Assigned Weight	Compliance Req'd For Discount	Level 1 Fine Threshold	Level 2 Fine Threshold
Trauma	Trauma-1	Trauma step correctly identified in the field	Policy 510	60.0%	90%	80%	75%
	Trauma-2	Patient was transported to the correct destination	Policy 510	40.0%	90%	80%	75%
			<b>Total</b>	<b>100.0%</b>	<b>90%</b>		
STEMI	STEMI-1	Aspirin Administration for Suspected ACS Patients	Policy 533-11	40.0%	90%	80%	75%
	STEMI-2	STEMI Found on EKG to SRC Notification Time	<10 minutes	60.0%	90%	80%	75%
			<b>Total</b>	<b>100.0%</b>	<b>90%</b>		
Stroke	Stroke-1	Blood Glucose Level Obtained on every Altered Neurological Function patient	Policy 533-21	40.0%	90%	80%	75%
	Stroke-2	Documentation of Time Last Known Well (Clock Time) on Stroke alert patients	Policy 550	60.0%	90%	80%	75%
			<b>Total</b>	<b>100.0%</b>	<b>90%</b>		
General Care	GCKPI-1	Pediatric weight obtained on all patients under	≤ 14 years old	25.0%	90%	80%	75%
	GCKPI-2	Correct Pharmacological Dosage for All Pediatric Medication Administrations	≤ 14 years old	25.0%	90%	80%	75%

	GCKPI-3	Pain Scale Assessment Documented	533-03	25.0%	90%	80%	75%
	GCKPI-4	Measurement of ETCO2 for all assisted ventilation patients	Policy 533-01a	25.0%	90%	80%	75%
			<b>Total</b>	<b>100.0%</b>	<b>90%</b>		

**APPENDIX 10 — SAMPLE PROPOSAL EVALUATION CRITERIA EXPLAINED**

## **Section 1: Credentials and Qualifications**

Demonstrated ability to meet response time standards

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

Demonstrated ability to provide a high level of clinical performance

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

Financial strength and stability

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

Demonstrated expertise in EMS system management

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

Submission of required organizational documents that demonstrate organizational structure and ownership

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

## **Section 2: Minimum Qualifications**

2.2 Proposer Eligibility

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

2.7 Proposer Eligibility

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

2.9 Minimum Qualifications

- Does the Proposer meet the minimum qualifications?

## **Section 3: Service Plan**

3.1 Contractor's Functional Responsibilities

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

3.2 Services Description

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

## **Section 4: Clinical Standards**

4.1 Progressive Clinical Quality Improvement & Continuing Education Required

- Has the Proposer provided sufficient information to determine what financial and staffing commitments it is making to ensure robust clinical

quality improvement & continuing education?

- 4.2 Clinical Performance Measurement and Incentive
  - Has the Proposer fully outlined what data/metrics it will collect and how it will be used to improve the clinical practice within the EMS system?
- 4.7 Continuing Education Program Requirements
  - Has the Proposer described how they will provide training programs designed to meet the qualifications described?
- 4.8 Dedicated Personnel Required & Support for the LEMSA Medical Director and Clinical Research
  - Has the Proposer documented their commitment to have the key personnel of their Santa Barbara operating unit actively participate in the leadership and oversight of the quality management system
- 4.9 Medical Review/Audits
  - Has the Proposer described how it will achieve a positive Quality Management Process and how engagement in those processes will be accomplished?
- 4.10 Clinical Innovations
  - Since the RFP contemplates a clinically sophisticated system involving has the Proposer sufficiently described suggested clinical benchmarks and what commitments it makes to collaborate and otherwise support the system's ongoing research initiatives?
  - Does the Proposer describe any additional research initiative commitments?

## **Section 5: Operational Standards**

- 5.1 Deployment Planning
  - Has the provider outlined its deployment plans, mechanisms of reducing exceptions and how it intends to notify LEMSA of plan changes?
- 5.2 Ambulance Staffing Requirements
- 5.3 Vehicles and Equipment
- 5.4 Communications Systems Management
- 5.5 Technology and Data Management
- 5.6 Non-Clinical Training
- 5.7 Critical Incident Stress Management
- 5.9 Disaster Response and Preparedness

## **Section 6: Ambulance response time performance standards & liquidated damages**

- 6.2 Interfacility Transport Plan
- 6.2 Mentally Disordered Transport Plan
- 6.2 Critical Care Transport Plan

## **Section 7: Administrative Standards**

- 7.1 Community Health Status Improvement
- 7.2 Patient Experience Evaluation
- 7.3 Customer Service Hotline and Complaint Process
- 7.4 Employee Safety and Wellness
- 7.5 Internal Risk Management

- 7.6 Communicable Diseases, Safety, and Prevention
- 7.7 Key Personnel
- 7.8 Reports Required
- 7.9 Participation in System Development and Future Enhancements

**Section 8: Regulatory Compliance and Financial Provision**

- 8.7 Insurance Provisions
- 8.9 Performance Security

**Section 9: Default, Termination, and Other General Provisions**

- 9.4 Emergency Takeover Plan

**Section 10: Financial Documentation & Proposed Pricing**

Each Proposer is required to complete each line on the Price Sheet for proposed patient charges included in Appendix 6 — Pricing Form. This sheet should be completed and submitted separately from the technical proposal. The supporting material shall include audited financial statements for the most recent fiscal year and other pertinent documents.

# APPENDIX 11 — INTENT TO RESPOND

## INTENT TO RESPOND

TO BE COMPLETED AND SUBMITTED BY 3:00 PM, **May 23**, 2022

COMPANY NAME: Enter Company Name

SIGNATURE: \_\_\_\_\_

PRINT NAME: Enter Signature Name Here

TITLE: Enter Title of Authorized Signature

PHONE #: Enter Phone Number

E-MAIL ADDRESS: Enter Email Address

# APPENDIX 12 — INDEMNIFICATION AND INSURANCE REQUIREMENTS

## EXHIBIT C

### Indemnification and Insurance Requirements (For LEMSA Contract)

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### INSURANCE

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

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$10,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

**COMPENSATION MATRIX - PARAMEDICS**

	<b>NEW EMPLOYEE</b>	<b>TWO - YEAR EMPLOYEE</b>	<b>FIVE - YEAR EMPLOYEE</b>
<b>LOWEST</b>			
<b>HIGHEST</b>			
<b>MEDIAN</b>			

	<b>REGULARY SCHEDULED HOURS PER-WEEK</b>	<b>TOTAL PARAMEDICS</b>
<b>FULL - TIME EMPLOYEE</b>		
<b>PART - TIME EMPLOYEE</b>		

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

<b>EMPLOYER CONTRIBUTION</b>	<b>MEDICAL</b>	<b>DENTAL</b>	<b>VISION</b>
<b>HIGH</b>			
<b>MEDIUM</b>			
<b>LOW</b>			

<b>EMPLOYEE CONTRIBUTION</b>	<b>MEDICAL</b>	<b>DENTAL</b>	<b>VISION</b>
<b>HIGH</b>			
<b>MEDIUM</b>			
<b>LOW</b>			

**COMPENSATION MATRIX - EMTS**

	<b>NEW EMPLOYEE</b>	<b>TWO - YEAR EMPLOYEE</b>	<b>FIVE - YEAR EMPLOYEE</b>
<b>LOWEST</b>			
<b>HIGHEST</b>			
<b>MEDIAN</b>			

	<b>REGULARY SCHEDULED HOURS PER-WEEK</b>	<b>TOTAL PARAMEDICS</b>
<b>FULL - TIME EMPLOYEE</b>		
<b>PART - TIME EMPLOYEE</b>		

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

<b>EMPLOYER CONTRIBUTION</b>	<b>MEDICAL</b>	<b>DENTAL</b>	<b>VISION</b>
<b>HIGH</b>			
<b>MEDIUM</b>			
<b>LOW</b>			

<b>EMPLOYEE CONTRIBUTION</b>	<b>MEDICAL</b>	<b>DENTAL</b>	<b>VISION</b>
<b>HIGH</b>			
<b>MEDIUM</b>			
<b>LOW</b>			

# APPENDIX 14 — CALIFORNIA MUTUAL AID REGION I AND VI INTER-REGION COOPERATIVE AGREEMENT FOR EMERGENCY MEDICAL SERVICES AND HEALTH DISASTER SERVICES/PERSONNEL/EQUIPMENT/SUPPLIES

## California Mutual Aid Region I and VI Inter-Region Cooperative Agreement For Emergency Medical and Health Disaster Services/Personnel/Equipment/Supplies

This Agreement is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region I and VI, that have executed this Agreement, including the Counties of Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Imperial, Inyo, Mono, Riverside, San Bernardino, San Diego, the neighboring counties of Kern, and Monterey (hereinafter referred to individually as the "County" and collectively as the "Counties") and the cities of Long Beach and Pasadena (hereinafter referred to individually as the "City" and collectively as the "Cities"), and shall take effect as provided in paragraph 2 below.

### RECITALS

WHEREAS, there exists a great potential for a medical and health emergency, disaster, planned event or catastrophic event capable of overwhelming local ability to respond to and recover from; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating Counties and Cities by providing assistance to the extent it is reasonably available and possible without compromising each County's or City's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

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

WHEREAS, each Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, and the Emergency Medical Services (EMS) Administrator, in accordance with California Health and Safety Code, Division 2.5, Section 1797.153, works in collaboration with their respective Operational Area Office of Emergency Services to follow Operational Area protocols and procedures; and

WHEREAS, each County and City is desirous of providing a reasonable and reciprocal exchange of services where feasible and appropriate; and

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

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

WHEREAS, each County and City enters into this Agreement ensuring the prudent use and reimbursement or replacement (at the discretion of the Sending County or City) of emergency medical and health disaster services, personnel, equipment and supplies utilized in assisting any County and City participating in this Agreement with emergency management related tasks and activities; and

WHEREAS, each Requesting County and City will plan for an orderly demobilization and recovery process.

#### DEFINITIONS

1. **Regional Disaster Medical and Health Coordination Program:** Each OES Mutual Aid Region has a Regional Disaster Medical and Health Coordination Program. The Regional Disaster Medical and Health Coordination Program is made up of the Regional Disaster Medical and Health Coordinator (RDMHC) and the Regional Disaster Medical and Health Specialist (RDMHS).
2. **Regional Disaster Medical and Health Coordinator (RDMHC):** An appointed position in each of the six OES Mutual Aid Regions. The RDMHC coordinates disaster information and medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region.
3. **Regional Disaster Medical and Health Specialist (RDMHS):** The staff position to the RDMHC. The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS coordinates information as well as medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region during an emergency response.
4. **Certified Unified Program Agency (CUPA):** California agencies such as local Environmental Health and Fire departments, with delegated authority from CalEPA (Environmental Protection Agency) to protect communities from hazardous waste and hazardous materials by the implementation of statewide administrative requirements, permits, inspections, and enforcement. CUPA departments may have hazardous material response resources available to assist after a disaster.
5. **OES Mutual Aid Region:** A geographical subdivision of California, made up of multiple Operational Areas, established to assist in the application, administration and coordination of mutual aid and other emergency-related activities. California's 58 Operational Areas are divided into six Mutual Aid Regions
6. **Medical Health Operational Area Coordinator (MHOAC):** Within each Operational Area, the Health and Safety Code authorizes the County Health Officer and local Emergency Medical Services Administrator to jointly act as the MHOAC or appoint another

individual to fulfill the responsibilities. The MHOAC is responsible for medical and health disaster planning and for the provision of medical and health mutual aid within the Operational Area.

7. **California Public Health and Medical Emergency Operations Manual (EOM):** The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.
8. **1997 Inter-Region Cooperative Agreement:** An Agreement between the Counties in OES Mutual Aid Region I and Region VI that allows for the provision of medical and health services, resources, supplies and equipment. This Agreement is currently in effect and signed by 11 Counties. The signatory counties include: Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.
9. **Standardized Emergency Management System (SEMS):** Guidelines intended to assist those responsible for implementing emergency preparedness and response activities by explaining principles and operating concepts. SEMS describes functions at field response, local government, operational area, region, and state levels and the relationship among each.
10. **Providing County or City:** The government entity providing medical and health services, personnel resources, supplies and equipment.
11. **Requesting County or City:** The government entity requesting medical and health services, personnel resources, supplies and equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties and Cities with respect to services provided by each County's or City's Public Health, Health Services, Emergency Medical Services Agency, Behavioral/Mental Health, Environmental Health, Certified Unified Program Agency (CUPA) and other departments involved in the provision of medical and health disaster response services.
2. This Agreement shall become effective upon its execution by two or more Counties and shall remain in effect until terminated. The parties agree through the RDMHC programs, to review this Agreement at least every five (5) years.
3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region I and VI may request emergency medical and health disaster services through the OES Region I and VI Disaster Medical Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS).

4. In responding to the request of an affected County or City (hereinafter referred to as "Requesting County" or "Requesting City") or to OES Region I and VI as a whole, each Providing County and City (hereinafter referred to as "Providing County" or "Providing City") shall provide emergency medical and health disaster assistance to the extent it is reasonably available and to meet the requested needs.
5. A Requesting County or Requesting City shall be financially responsible for the costs of emergency medical and health disaster personnel and associated costs for lodging, mileage and meals, equipment, and supplies received pursuant to that Requesting County's or Requesting City's request for such assistance, plus up to ten percent of that amount to cover indirect costs. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Providing County or City.
6. Tracking of resources, personnel, supplies and equipment during any deployments shall be the responsibility of the Requesting County or City.
7. Release or reassignment of assistance personnel, supplies and equipment among the Counties and Cities in OES Region I and VI, shall be coordinated by the Region I and VI RDMHC program, the Requesting and Providing County or City.
8. The Requesting County or City is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances where the Providing County's or City's personnel arrive on scene before the Requesting County's or City's personnel, the Providing County's or City's personnel will take only such action as determined reasonably necessary to address the emergency situation.
9. Within one hundred eighty (180) days following its initial provision of services and/or supplies pursuant to this Agreement, or on such other time schedule as is agreed upon by the Requesting and Providing Counties or Cities, a Providing County or City shall present its billing and a precise accounting of its actual costs plus indirect costs, for the provision of services and/or supplies to the Requesting County or City. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County or City shall present subsequent billings at least once every 90 days. The Requesting County or City shall pay each billing within one hundred eighty (180) days of its receipt.
10. In the event of disagreement or dispute as to the amount of the bill, the requesting and providing departments/agencies will review all documentation and settle on a mutually agreed upon solution.
11. In the event the requesting and providing departments/agencies are unable to resolve the disagreement or dispute within thirty calendar days, or sooner upon joint provision of notice to their respective County or City Executive or Administrative

Officers, the requesting and receiving County or City Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution.

12. In the event the County or City Executive/Administrative Officers are unable to resolve the disagreement or dispute within thirty calendar days, either party may pursue any and all remedies available at law or in equity.
13. Any County or City that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to all of the other participating Counties and Cities.
14. The Requesting County or City shall indemnify, defend at its own expense, and hold harmless the Providing County or City and its authorized agents, officers, volunteers and employees from any and all liability claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses arising from acts or omissions of Requesting County or City or its authorized agents, officers, volunteers and employees during the course of Providing County or City rendering services pursuant to the Requesting County's or City's request for assistance, and for any costs or expenses incurred by the Providing County or City on account of any claim thereof.

The Providing County or City shall indemnify, defend at its own expense, and hold harmless the Requesting County or City and its authorized agents, officers, volunteers and employees from any and all liability, claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from acts or omissions of Providing County or City or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's or City's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's or City's direction), and for any costs or expenses incurred by the Requesting County or City's on account of any claim thereof.

15. Each County or City shall provide Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements with limits of not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.
16. Many of the emergency medical and health disaster personnel provided under this agreement are public employees. During disaster situations, under California Government Code Section 3100, public employees are designated as Disaster Service Workers. The Providing County's Workers' Compensation covers any work-related injuries suffered by emergency medical and health disaster personnel

resources when deployed. Emergency medical and health disaster personnel must immediately report any injury suffered while deployed to their assigned deployment supervisor, their MHOAC, and home agency.

17. Each County or City shall procure and maintain, during the entire term of this Agreement the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. Each County or City may fulfill some or all of these requirements under a plan of self-insurance:

- A. General Liability. Comprehensive General Liability Insurance protection which covers all the work and services to be performed by the Counties under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile/Aircraft/Watercraft Liability Insurance. Comprehensive Automobile/Aircraft/Watercraft Liability Insurance protection for bodily injury (including death) and property damage which provides total limits of not less than \$5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in County's Pollution Liability policy.

18. Except as expressly stated, this Agreement expresses all understandings of the Counties and Cities concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties and Cities, their officers, agents or employees. This Agreement shall supersede the 1997 Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the signatory Counties and Cities.

19. This Agreement does not relieve any of the Counties and Cities from the necessity and obligation of using their own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.
20. A Providing County's or City's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.
21. This Agreement shall not be construed as, or deemed to be an agreement for, the benefit of any person or entity not a party hereto, and any person or entity who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
22. Where written notice is required under this agreement it shall be sent by Certified Mail to each Region I and VI MHOAC. Each party shall provide the RDMHC Program updated contact information when changes occur. The RDMHC Program will distribute a contact list to all parties of this agreement.
23. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
24. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

*(Signatures on following pages.)*

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

**ATTEST:**

Mona Miyasato  
COUNTY Executive Officer  
Clerk of the Board

By: *Shuba LaGuena*  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Gregg Hart

By: *Gregg Hart*  
Chair, Board of Supervisors

Date: 12-8-20

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD

By: *Van Do-Reynoso*  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

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

**ATTEST:**  
Mona Miyasato  
COUNTY Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**  
Gregg Hart

By: \_\_\_\_\_  
Chair, Board of Supervisors  
Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**  
Van Do-Reynoso, MPH, PhD

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**  
Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Robert Geis (Nov 23, 2020 09:16 PST)  
Deputy

**APPROVED AS TO FORM:**  
Michael C. Ghizzoni  
County Counsel

By:  \_\_\_\_\_  
Susan McKenzie (Nov 23, 2020 09:15 PST)  
Deputy County Counsel

**APPROVED AS TO FORM:**  
Risk Management

By:  \_\_\_\_\_  
Risk Management