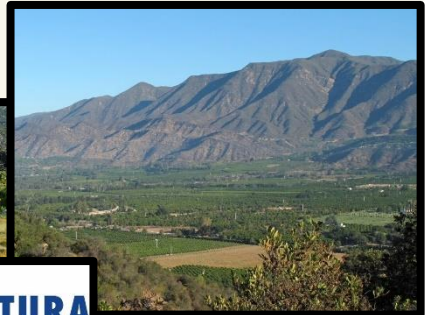




REQUEST FOR PROPOSALS VENTURA COUNTY

EXCLUSIVE OPERATING AREA PROVIDER FOR EMERGENCY AMBULANCE SERVICE

May 2024





COUNTY *of* VENTURA

COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE., L#1080
VENTURA, CA 93009

REQUEST FOR PROPOSAL (RFP) NUMBER 6166

FOR

EXCLUSIVE OPERATOR
FOR EMERGENCY AMBULANCE SERVICE
FOR VENTURA COUNTY

Issue Date: May 1, 2024
Due Date: August 2, 2024, by 4:00PM PST

The governing version of this RFP document and related addenda are located at <https://ventura.bonfirehub.com>. It is the Bidder's responsibility to ensure that the entire RFP package, in its latest version, and any addenda are reviewed prior to submittal of a proposal.

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Section 1: Background / General Information

1.1 Overview

The County of Ventura General Services Agency, on behalf of the Department of Public Health and its Emergency Medical Services (EMS) Agency, invites sealed proposals from qualified organizations to bid on the emergency ambulance service for an exclusive operating area (EOA). The EMS Agency is authorized to plan and implement such an EOA as provided for under California Health and Safety Code (H&SC), Section 1797.224. The EOA represents all incorporated and unincorporated areas of Ventura County ("County") as detailed in this RFP. Proposals will be accepted for one provider servicing the entire EOA. That provider may subcontract as warranted to deliver optimal service to residents and visitors.

The County has a temperate climate, and its landmass rises from sea level to 8,831 feet at Mt. Pinos in the Los Padres National Forest. At certain times of the year, standing on the beach and seeing snow in the mountains is possible. The County's coastline stretches a stunning 42 miles, and the peaks of the Los Padres National Forest account for 46 percent of the landmass in the County's northern portion. Fertile valleys in the county's southern half make it a leading agricultural producer. Farming and the Los Padres National Forest occupy half of the County's 1.2 million acres. The mild Mediterranean climate and scenic geography make the area attractive to the 900,000 culturally and ethnically diverse people who call Ventura County home. The unincorporated areas – along with the ten incorporated cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, and San Buenaventura (Ventura) – rank Ventura as the 11th most populous county in the State.

A solid economic base includes major industries such as biotechnology, health care, education, agriculture, advanced technologies, oil production, military testing and development, and tourism. Naval Base Ventura County at Point Mugu is the largest employer in the county, with more than 16,000 employees. The County of Ventura (government) is the next largest employer, with more than 8,000 employees located throughout the County. The Port of Hueneme is California's smallest but only deep-water port between Los Angeles and San Francisco and plays a significant role in the local economy. Home to two universities (California State University Channel Islands and California Lutheran University), a small private college and three community colleges (Oxnard, Ventura, and Moorpark), multiple university extensions, institutes, and adult schools, the County is an educational center and enjoys a strong structure for workforce development.

This procurement calls for proposals for all emergency ambulance services within the EOA subject to the performance standards and other specifications herein. Bidders must meet all credentialing and scope of service requirements as listed in the RFP. Each proposal will be scrutinized in these areas before processing the application for full consideration.

The initial Contract period will be five (5) years. The local EMS agency (LEMSA) may extend the Contract for one (1) additional five (5) year period based on superior performance as evaluated and approved by the LEMSA. Any extension will be at the mutual agreement of both the LEMSA and the current EOA provider. Contract compliance will be monitored by the LEMSA utilizing the FirstWatch reporting system. This is a performance-based Contract. Details regarding the Contract, performance standards, and other details of the scope of work requested are described in this RFP. Bidders should note that the County is diverse in population and geography. All residents and visitors deserve equal patient care. A comprehensive proposal from a Bidder will require orientation and familiarity with the County's unique service requirements.

1.2 Background

Existing EMS Services

Currently, in the County there are only two providers, under one parent company, serving all the ground emergency ambulance 9-1-1 needs of the residents and visitors of Ventura County. Three areas are routinely, and acceptably, handled by mutual aid. Los Angeles City Fire Department provides first response and paramedic ambulance services to Bell Canyon. Two communities, Lockwood Valley and Hungry Valley, are served primarily by mutual aid by a closer provider. The future EOA provider is expected to ensure that these areas are adequately served, either themselves or through mutual aid. All ambulances are dispatched through the County's regional fire communications center (FCC) operated by the Ventura County Fire Protection District.

General Requirements and Governing Law

California H&SC, Section 1797.224 permits LEMSAs to establish EOAs. In addition, and from time to time, the LEMSA may establish certain rules and regulations that govern the operation of emergency ambulance services within the contractual jurisdiction. The State law, contractual standards as stipulated in the RFP and future addenda, County resolutions, ordinances and rules and regulations, and published operational and medical policies of the LEMSA, California EMS Authority, and this RFP set forth the requirements for service for the EOA, and all Bidders shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

During the Contract term, it may be modified by consent of the EMS Agency, the Board of Supervisors, and the Contractor. Acceptable modifications include changes to improve the efficiency of the EMS System, reduce costs, or improve clinical care. This includes but may not be limited to: (1) modifying response time standards, response patterns, time standards, and geographic zones within the EOA which are based upon clinical evidence or science; (2) implementing case management, alternate destination, non-ambulance transport and treat and refer programs.

Exclusive Operating Area

The County is currently divided into seven EOAs based on historical providers. However, today there are only two providers, under one parent company, serving all EOAs.

This RFP consolidates existing EOAs into one called the "Ventura County EOA - Ground" serving the entire County. The advantage is the most cost-effective system that is more easily managed. This approach ensures the County's low population areas are served as well as the densely populated cities. The authority of the LEMSA allows the restriction of operations to one emergency ambulance provider within the EOA. However, except as provided in statute and regulation, nothing limits a Bidder from subcontracting part or all of the ambulance service for the betterment of the County residents and visitors, consistent with the requirements of this RFP. One example regulation providing subcontract requirements is H&SC, Section 1797.231.

1.3 Period of Operation

Unless initiated earlier by mutual agreement, this Contract shall commence at 8:00 a.m. on July 1, 2025 and terminate at 7:59 a.m. on July 1, 2030, unless extended or terminated as provided for herein. The LEMSA shall make any decision regarding renewal of this Contract or any extension thereof; those decisions shall be made at least 18 months prior to the scheduled termination date so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new Contractor at least four months prior to that scheduled termination date.

1.4 Action Dates

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

Activity Estimated Schedule	
Event	Date
Availability of the Request for Proposal	May 1, 2024
Pre-proposal conference	May 22, 2024
Deadline for submission of interpretation and/or written questions in relationship to the Request for Proposal. (by 4:00 p.m.) <i>Questions submitted after this date will not be answered. The closing date will not be extended for questions submitted after this date.</i>	June 7, 2024
Notice of Intent to Bid Due (must be submitted via County online procurement system)	July 3, 2024
Closing date for the Request for Proposal (by 4:00 p.m.)	August 2, 2024
Oral Presentations Completed	On or about September 9, 2024
Notice of Intent to Award	On or about September 25, 2024
Approval of Contract by Board of Supervisors	On or about December 3, 2024
Implementation	July 1, 2025

The purpose of the extended implementation period is to allow reasonable time for both outgoing and incoming Contractors (if needed) to plan and execute an orderly transition, allow the County and its new Contractor to revise advertising, and allow time for negotiation of new service contracts, mutual-aid agreements, and other contracts previously serviced by the outgoing Contractor.

A Contract with the successful Bidder is executed only upon final approval by the County's Board of Supervisors.

1.5 Questions Regarding RFP

All questions concerning this RFP shall be submitted online under the "Messages" tab of the County's online procurement system. Deadline for questions or clarifications concerning this RFP is provided above.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals that are not compliant with the requirements of the RFP. The County shall be the sole judge of the successful offers hereunder.

Section 2: Scope of Work

2.1 Scope

This RFP and its provisions, attachments, addendums and exhibits constitute a solicitation for the selection of the single provider of ground emergency ambulance service for the EOA. The operation of such an emergency ambulance service shall be consistent with the provisions of this procurement process, including staffing and performance. This procurement process includes provision for all ambulance responses.

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

- (1) Made in response to 9-1-1/ PSAP requests;
- (2) Made in response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/PSAP;
- (3) Made in response to requests for emergency ambulance service made directly to the ambulance provider from a seven-digit telephone call without going through an authorized 9-1-1/PSAP;
- (4) Any request for ALS interfacility transport from a healthcare facility; and
- (5) All "Special Events" requiring the presence of an ALS ambulance.

The Contractor's scope of work is summarized as follows:

When a request for service is received by the Contractor, they must meet the response-time and clinical standards set forth herein. Every ambulance unit provided by the Contractor for emergency response must, always, except as authorized by the Contract, be equipped and staffed to operate at the appropriate level on all ambulance responses, including emergency and non-emergency services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must always be professional and courteous. Patient transportation and disposition will be according to the LEMSA's Policies and Procedures as established or approved in the Contractor's proposal and as developed or promulgated as part of this RFP.

Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the LEMSA's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct clinical and other performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The Contractor that fails to perform shall be promptly replaced to protect the public health and safety.

2.2 Coordination within the Exclusive Operating Area

The local fire agencies currently provide first responder EMS services in the EOA for emergency 9-1-1 requests for service. The LEMSA considers the fire agencies an essential partner in the provision of EMS within the EOA. This includes agreements between the current Contractor and local fire departments for the current use of advanced life support (ALS) first responders to extend the ambulance response times in some communities. All Bidders shall clearly state their plans to continue this benefit and how they will work with existing public service agencies. This portion of the proposal shall be scored under the "Integration with Existing EMS Stakeholders" criteria.

2.3 EMS Run Data

See Attachment 1 (page 68) for summary EMS data. Computer-Aided Dispatch (CAD) data is available for 2018-2023 upon request. There has been no independent validation of this data. Bidders are encouraged to use their own means to analyze the information to determine response and transport volumes. There is no guaranteed number of responses or transports.

2.4 Level of Care

The exclusive Contract holder will provide ALS staffed ambulances for all initial requests for ground emergency ambulance service, (including critical care paramedic) urgent and scheduled ground ambulance service, as well as special event ALS ambulance stand-by originating within the EOA. Interfacility transports at the BLS, critical care transport, or Mental Health level are specifically not included in the scope of this RFP. Air ambulance transports are excluded as well. Specialty care transports, such as neonatal and high-risk obstetrics, which require a specialized team from outside of the EOA, are outside the services to be provided.

2.5 Response Time Standards

A" General

It is the Bidder's sole responsibility to be familiar with the geographic considerations and response-time standards comprising this solicitation. Response times shall be calculated from the moment the Contractor's unit is alerted by the communications center ("ZetronM25 Time") until the time the Contractor arrives on the scene with a fully functional and appropriately staffed/equipped ambulance. On scene is defined as at dispatched location, gated community/driveway, mobile home park, apartment complex, or end of paved roadway. All response times are measured in seconds, not whole minutes.

The County and the LEMSA are interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Any enhanced services above the standard of this RFP must include a separate cost estimate. However, clinical performance will not be sacrificed for economy.

Service to the EOA must be at or above the level of service as defined in this RFP. Service must include primary response, backup, and move-up-and-cover plans that clearly define timely emergency ambulance coverage. Monitoring of this requirement will include CAD data supplied by FCC and the provider and oversight will be provided by the LEMSA with technical expertise from fire, dispatch, hospitals, and other EMS stakeholders. To become familiar with the unique requirements of the County, Bidders are urged to contact the various public safety and fire departments/districts in the County.

B. Response Times

Response time requirements vary depending upon the time standard to which the ambulance provider must respond. Each standard is defined by ambulance call density. The standards that comprise the EOA are distinguished by the different response time requirements. Based on call density, the time standards may not be contiguous. The standards are designated as urban/high call density (A), suburban/moderate call density (B), rural/lower call density (C), and remote/minimal call density (D). Maps are included as Attachment 2 (page 70).

To ensure equity within each time standard, there are geographic zones to ensure one community is not receiving a substantially lower compliance than other areas. The Contractor will be expected to meet compliance per time standard and zone.

These maps are based on ambulance industry standards for defining such time standards and zones; they may be changed by the LEMSA from time to time as population, call density, road access, effective Contract monitoring, and other relevant conditions change. No response-time amendments will be made without giving notice to, and opportunity for, consultation with the Contractor, fire departments/districts, and other interested parties and organizations in the affected area(s). The LEMSA will establish a procedure for making such changes that provides for such notice, comment, and input to be achieved.

In addition to the time standard and geographic evaluations, the LEMSA will biannually review population densities, call distribution, single communities, and response times in areas within the compliance time standards and zones and may request the Contractor alter its system status plan (SSP) to respond to needs of improved performance and adaptation to population trends. This alteration may also include adjusting the SSP to improve backup ambulance coverage. Contractor shall agree to negotiate in good faith with the LEMSA and revise the SSP as needed to improve performance to these communities, as determined by the LEMSA, in consultation with the Contract Administrator. Contractor shall also negotiate in good faith within 90 days on the issue of any impact on Contract terms these changes may have and include these in the negotiation process. Failure to negotiate in good faith regarding these potentially underserved areas may constitute a Contract default.

C. Emergency ("CODE")

Contractor must provide 24-hour, 365 days per year coverage for all emergency requests for service for the term of the Contract, as defined by approved medical dispatch protocols. Emergencies, for purposes of this RFP, is defined as all requests receiving a response with lights and siren for presumed life-threatening or non-life-threatening emergency conditions. The Contractor must guarantee response times, as specified below:

Time Standard	Density	Emergency Compliance
A	Urban	90 percent of all calls in 8:00 minutes or less. Calls exceeding 16:00 minutes will be subject to liquidated damages.
B	Suburban	90 percent of all calls in 20:00 minutes or less. Calls exceeding 40:00 minutes will be subject to liquidated damages.

C	Rural	90 percent of all calls in 30:00 minutes or less. Calls exceeding 50:00 minutes will be subject to liquidated damages.
D	Remote	As soon as possible (ASAP)

If an ALS provider assesses a patient and determines they do not require an ALS ambulance transport, a BLS unit may be requested “no code” following the non-emergency response time criteria. The time will be measured from time of BLS request to BLS unit arrival.

Bidders should familiarize themselves with population densities, transportation corridors, and other factors to provide effective and prompt emergency ambulance service.

D. Non-Emergency (“NO CODE”)

Contractor must provide 24-hour, 365 days per year coverage for all non-emergency requests, as defined by medical dispatch protocols. Non-emergency, for purposes of this RFP, is defined as any call that does not require lights and siren but must have a response due to a presumption of an urgent, but non-life-threatening, medical condition. The response is defined as non-emergency by the MPDS call type and LEMSA Medical Director guidance. During the term the contract, there may be opportunities for BLS units to respond or transport 911 patients based on low-acuity calls as approved by the EMS Medical Director.

If an ALS provider assesses a patient and determines they do not require an ALS ambulance transport, a BLS unit may be requested following these same response time criteria. The time will be measured from time of BLS request to BLS unit arrival.

Time Standard	Density	Non-Emergency Compliance
A	Urban	90 percent of all calls in 15:00 minutes or less. Calls exceeding 30:00 minutes will be subject to liquidated damages.
B	Suburban	90 percent of all calls in 25:00 minutes or less. Calls exceeding 45:00 minutes will be subject to liquidated damages.
C	Rural	90 percent of all calls in 35:00 minutes or less. Calls exceeding 55:00 minutes will be subject to liquidated damages.
D	Remote	ASAP

E. ALS Interfacility

Contractor shall respond to hospital and healthcare facility requests for ALS interfacility transfer in the following manner and using the following definitions. This Contract includes ambulance interfacility transports for ALS/critical care paramedic-level of care only. Any removal of 9-1-1 resources to perform transports outside of this Contract is at the risk of the associated response time compliance impact. Separate from this Contract, provider may perform interfacility transports originating within the County.

- 1) Emergency 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. The transport provider retains a response-time requirement for these transfers just as they would for any emergency (i.e., life-threatening)

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.

- 2) Urgent Transfer at the ALS Level – This should be requested when the patient’s medical condition requires ALS transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy.
- 3) Pre-arranged Transfer at the ALS Level – shall be a pre-arranged ALS transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient’s medical condition.

**Ventura County
Response Time Requirements Summary
(in minutes)**

Time Standard	Emergency		Non-Emergency	
	Standard	Maximum	Standard	Maximum
A: Urban	90% ≤ 8:00	> 16:00	90% ≤ 15:00	> 30:00
B: Suburban	90% ≤ 20:00	> 40:00	90% ≤ 25:00	> 45:00
C: Rural	90% ≤ 30:00	> 50:00	90% ≤ 35:00	> 55:00
D: Remote	ASAP	Not Applicable	ASAP	Not Applicable

Table 1

2.6 Dispatch Services

Successful Bidder shall contract for dispatch services with the Ventura County Fire Protection District’s Regional FCC. This center shall dispatch all ambulance requests for service as well as execute the provided SSP from the Contractor. A fee to reimburse the dispatch center for the cost of ambulance dispatch will be assessed monthly to the successful Bidder. This fee is based on a cost-reimbursement strategy that divides overall expense by the relevant workload of each provider of the dispatch center. It may increase annually based on the cost of dispatch operations. During the last eight years, the current dispatch center cost increase has averaged 3.6383%. The annualized fee for dispatching services during the first year is estimated at \$1,203,948.

Historical and Projected Dispatch Costs

Fiscal Year	2017	2018	2019	2020	2021	2022	2023	2024	2025*
Dispatch	\$902,955	\$927,334	\$965,349	\$991,414	\$1,010,249	\$1,032,474	\$1,120,235	\$1,161,683	\$1,203,948
CPI	3.3063%	2.7000%	4.1000%	2.7000%	1.9000%	2.2000%	8.5000%	3.7000%	
Average	3.6383%								
Note: *estimated based on eight-year average									
Source: Ventura County EMS Agency									

Table 2

2.7 Performance Standards – Response Times

Performance standards may be adjusted by the LEMSA through the course of the Contract consistent with the modifications in EMS operational and medical standards which are developed by the LEMSA. The Contractor shall be notified with 60 days' advance notice of the effective date of the change and shall define the Contract impact within 30 days of initiation.

A. Liquidated Damages: Emergency Calls

Contractor shall not refer exclusive Contract calls to another agency unless it is part of an approved mutual aid plan submitted by the Contractor and approved by the LEMSA with its proposal or subsequently offered and approved. Appropriate referral to air medical services is exempted from such requirement. Use of mutual aid from any source during disaster responses is also exempted from this requirement.

Each month in which the Contractor fails to meet the 90.00 percent standard, within any compliance time standard, the Contractor shall pay \$500 in liquidated damages for each one-tenth (1/10) of a percentage point by which the Contractor's performance falls short of the standard. Each period in which the Contractor fails to meet the applicable response-time requirements, the Contractor shall submit to the LEMSA a corrective action plan including its SSP, unit-hour of production capacities, and/or other factors to determine the causes of non-compliance and plan for remediating the below standard performance.

All areas have a maximum specified response time (i.e., outlier). For every call where the ambulance fails to arrive within the maximum specified time, the liquidated damages will be \$250 per occurrence.

Exclusive Contract calls referred to another agency (i.e., not an approved sub-contractor or Mutual Aid provider for Bell Canyon, Hungry Valley, and Lockwood Valley) will be considered an outlier for calculating compliance.

Three consecutive failures to meet the standards (i.e., not achieving 90.00 percent) or four failures across all time standards during any 12-month period will result in breach of Contract.

B. Upgrades, Downgrades, Canceled, and Incorrect Addresses

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance will be as follows:

1) Upgrades

If an assignment is upgraded prior to arrival of a unit at the scene (e.g., from non-emergency to emergency response), the Contractor's response time compliance and liquidated damages will be calculated based upon the emergency response time standard from the time the call was upgraded; 1) by the 9-1-1/PSAP or 2) by any other person authorized by LEMSA Policy 601, provided they have not already exceeded the non-emergency response time standard for the time standard. If the total call time exceeds the non-emergency standard, it will be considered late.

Example: While enroute to a non-emergency call in an urban density time standard, new information is received, and the call is upgraded to emergency at 13:30:00. Contractor will have until 13:38:00 to arrive on scene (i.e., when the

ambulance stops moving and is placed in park), provided they do not exceed the non-emergency standard.

- 2) Downgrades
If, prior to a unit's arrival at scene, a call is downgraded; 1) by the 9-1-1/PSAP or 2) by any other person authorized by LEMSA Policy 601, compliance and liquidated damages will be determined as follows:
 - (a) If the time of downgrade occurs after the unit has exceeded the response time standard or maximum response time for the time standard involved, the response time standard or maximum will apply; or,
 - (b) If the time of downgrade occurs before the unit has exceeded the response time standard or maximum response time for the time standard involved, the call will be treated as non-emergency. The total call time shall not exceed the non-emergency standard.

Example: While enroute to an emergency call in an urban density time standard, first responders on scene reduce the ambulance to no lights and siren (i.e., non-emergency call); if the response time has not exceeded 8:00 at time of downgrade, there would be no liquidated damages, provided they do not exceed the non-emergency response time standard for the time standard.

- 3) Canceled Responses
If a call is canceled prior to the unit arrival at the scene, the Contractor's compliance and liquidated damages will be calculated based on the elapsed time from receipt of call to the time the call was canceled. Compliant canceled calls shall be excluded when calculating performance compliance. However, if Contractor makes a request for mutual aid response as stipulated in this RFP, the Contractor shall not cancel the mutual aid responder if the responding provider is closer to the call.
- 4) Incorrect Addresses
When the address (or approximate location for calls on a roadway) provided is incorrect through no fault of the Contractor, the response start time for compliance measurement will be the time when the correct address is given to the responding resources.

C. Interfacility Transports

When there is an emergent need for an ALS ambulance to transfer a patient to a higher level of care, it will be treated as an emergency call and treated like any 9-1-1 request for service.

D. Correction Requests

The LEMSA, in its sole discretion, may grant corrections to response-time performance requirements stated herein for allowable reasons. Such calls, when approved will be included when calculating performance compliance. In order to be eligible for such correction, delays must be noted in the mobile dispatch computer (MDC) and the Contractor shall notify the LEMSA within a reasonable amount of time of the occurrence.

The Contractor may apply to the LEMSA for a correction to response-time compliance calculations in the following situations:

1. Correction Appeals
 - (a) Upgrades and downgrades that are compliant are eligible for correction.
 - (b) On-scene times incorrectly captured (i.e., the button was pressed twice, unable to locate, delayed at gate, no at-scene time documented but verified by AVL, etc.).
 - (c) Incorrect dispatch alert time.
 - (d) Other case-by-case situations as requested.

E. Exemption Requests

The LEMSA, in its sole discretion, may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents, disaster events, or other situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the Contractor shall notify the LEMSA within 15 days at the end of the prior month.

The Contractor may apply to the LEMSA for an exemption to response-time compliance calculations in the following situations:

1. Exemption Appeals
 - (a) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
 - (b) Inaccurate/non-existent address by reporting party.
 - (c) Additional units responding to the same incident (first unit must meet response time standard).
 - (d) Multi-Casualty Incident (MCI) or locally declared disaster - The Contractor may apply for an exemption to response-time standards during Level II or Level III MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the emergency operations procedures of the jurisdictions involved (e.g., city or County).
 - (e) Traffic related to the specific incident dispatched (e.g., car crash). At scene determined when unit reaches related traffic and delay is noted on the mobile data computer (MDC).
 - (f) Lack of documented on-scene time; Contractor may submit global positioning system (GPS) data to confirm on-scene time – otherwise next radio or MDC transmission is used.
 - (g) Weather (e.g., heavy fog, ice, heavy rain) that impairs visibility, requires slower speeds, or creates other unsafe driving conditions, as indicated in notes on the MDC.
 - (h) Unforeseeable road closures/construction for areas with limited access.
 - (i) Voice/data transmission issues that prevent timely dispatch (e.g., loss of dispatch power, tone failure)

- (j) Unusual system overload is defined as 200 percent of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on the previous year’s call volume data.
- (k) Other case-by-case situations as requested.

F. Other Response Time Issues

Where response-time areas are divided along the center line of a road, the shorter response time shall apply to both sides of the road.

The Contractor will not be held responsible for response-time performance on an emergency response to a location outside the EOA. However, Contractor shall use its best efforts in responding to mutual aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly Contract compliance.

For each response in which the Contractor’s management or field staff fails to report the at-scene time, the next radio or electronic transmission will determine on-scene time.

The Contractor will provide the necessary staffing to avoid having no ambulances available, known as “Level 0.” If the Contractor drops below Level 0, that is, there is a pending call without an ambulance going enroute within two (2) minutes, this is defined as “Level -1.” There is a liquidated damage for falling to Level -1.

Table 3 summarizes categories and liquidated damages listed in this RFP.

Ventura County Summary of Liquidated Damages	
Category	Liquidated Damage
1. Compliance evaluation below standard	\$500/tenth of percentage point
2. Extended response time (i.e., outlier)	\$250/call
3. No at scene time	\$250/call
4. Level -1	\$2,500/call

Table 3

G. Liquidated Damage Fund

The funds generated through liquidated damages shall be used for EMS system enhancement as defined and directed by the LEMSA.

H. Online Compliance Utility

For the purposes of automated and objective performance tracking, the LEMSA uses an online compliance utility (OCU), currently FirstWatch.

I. Geographic Response Zones

To ensure equity within each time standard, there are geographic zones to ensure one community is not receiving a substantially lower compliance than other areas. The Contractor will be expected to meet 85% monthly compliance per zone. If the Contractor is not meeting the zone standard in one or more areas, it is expected to submit a corrective action plan similar to time standard non-compliance.

2.8 Performance Standards - Clinical

The LEMSA and EMS stakeholders are strong proponents of the Institute for Health Improvement (IHI) focus on the "Triple Aim" – 1) improving the patient experience of care (including quality and satisfaction); 2) improving the health of populations; and 3) reducing the per capita cost of health care. As such, there is significant importance on providing a high level of patient care beyond arriving at the patient's side in a timely manner. Clinical research indicates this may be more important than the speed of the response. Therefore, the LEMSA Medical Director has identified certain key performance indicators that impact the patient's probability of a positive outcome. The LEMSA Administrator has identified benchmarks that indicate a well-functioning, EMS transport provider. These criteria and benchmarks are based on standards set by data-driven research and/or respected EMS organizations. Each criterion must meet three factors to be included; it shall be 1) measurable by the system, 2) manageable by the provider, and 3) meaningful to the patient.

Attachment 6 (page 81) contains the proposed Contractor report card key performance indicators and expected standard benchmarks. The LEMSA Medical Director and Administrator may revise the included criteria and related standard benchmarks as clinical research and other factors determine the optimal care path and customer-service experience for EMS patients.

Comprehensive electronic patient care report (ePCR) review is expected to identify individual and overall opportunities for clinical treatment improvement. All high acuity calls (e.g., heart attack, ST-elevation myocardial infarction [STEMI], stroke, trauma) shall have 20-30 percent random chart review. Similarly, 20-30 percent of non-transport resulting against medical advice (AMA) or RAS, shall be reviewed. Five percent (5%) of remaining charts shall be randomly audited. The expected number of ePCRs to be reviewed by the Contractor staff shall be between 80-100 per month; this number may be adjusted if the review process can be more automated. The results of the audit will be summarized monthly and shared with the Contract Administrator and LEMSA in a pre-approved format. This level of care review is expected to drive training and education and improve overall patient care.

Between ePCR review and related training/education opportunities identified, it is the LEMSA's belief this requires a minimum of three, full-time employees, who are hired for the purpose of clinical oversight, training and education, data quality, documentation standards and quality assurance/improvement and are unencumbered by other supervisory/management responsibilities. The three positions shall include clinical manager, training and education coordinator and clinical data coordinator, or similar classifications. Job descriptions for each position shall be included in attachments.

All the key performance indicators should be overseen by a medical director, preferably with experience working with EMS crews such as a local ED physician.

It is expected that all care provided will be at a high standard, cognizant of the diversity of the community. There shall be equity and inclusion for all patients, especially those who are vulnerable, underserved, under-resourced, and medically-fragile.

2.9 Performance Standards – Customer Service & Safety

The LEMSA desires a patient satisfaction scoring mechanism that is independent, objective and measures the customer service provided by the EMS system. The Bidder shall offer a third-party survey tool (e.g., EMS Survey Team) approved by the LEMSA to poll patients about their experience. The Bidder shall follow Health Insurance Portability and Accountability Act (HIPAA) guidelines to protect patient privacy. Each month, the survey tool provider will send direct mail

surveys to a representative group of transport and AMA/RAS ePCRs. The selected questions will be standardized to provide comparison with other providers and approved by the LEMSA.

2.10 Performance Standards – Employee Wellness

Ensuring the workforce is mentally and physically healthy is crucial to a high-performing EMS system. The Contractor shall support employee wellness through mental wellness programs, effective fatigue policies, and ensuring any 24-hour shift utilization rate does not place the crew, patient, or public in jeopardy for an accident, injury, medication error, or other negative impact. The Bidders shall clearly describe the approach that will be implemented locally, define the financial obligation, and reference successful programs from other operations. Describe commitment to peer-to-peer support and critical incident stress management.

In addition to patient experience, the LEMSA wishes to ensure the employees have a good and safe working environment. This is measured by employee turnover and workplace injuries. Employee turnover shall be defined as the number of full-time employees that resign, retire, transfer, are laid off, or change to part-time status divided by the average number of full-time employees over the same period. Involuntary separations, part-time employees, or job changes (e.g., EMT to paramedic, paramedic to supervisor) shall not be included in employee turnover. Bidders are encouraged to share strategies for positive working environment and reduction of workplace injuries.

2.11 Performance Standards – Liquidated Damage Relief

If the Contractor provides high levels of clinical, customer service, and safety excellence, a credit is available towards response time liquidated damages described within this section. The proposed report cards are available in [Attachment 6 \(page 81\)](#). These may be adjusted annually based on clinical research, contemporary EMS benchmarking standards, and other factors. The liquidated damage relief is based on a sliding scale to reward positive movement. Table 4 summarizes the credit available.

Response Time Liquidated Damage Relief	
Report Card Score	Relief
95-100	100%
90-94.99	75%
85-89.99	50%

Table 4

2.12 System Status Plan

An SSP, posting plan, and the proposed maximum response UHU by unit shall be developed by Contractor, submitted to the LEMSA for approval at least 21 days prior to implementation for LEMSA approval (within no more than seven (7) days), and adhered to by the Contractor. Changes to the SSP and posting plan shall be forwarded to the LEMSA for review. All resources to be used in this Contract for emergency ambulance service shall be included in this SSP. The SSP must have clearly identified backup ambulance plans including arrangements in enough detail to convince the LEMSA that backup ambulance coverage in a timely manner will be consistently available.

2.13 Mutual Aid/Standbys

Within six (6) months of executing this Contract, the Contractor shall develop and execute mutual aid agreements with neighboring ambulance services. The Contractor agrees to respond to all requests for mutual aid services as part of those individual agreements. Should the delivery of mutual aid services to a neighboring jurisdiction become excessive (e.g., projected to exceed one percent of the annual call volume absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Contractor's resources for emergency calls, the Contractor shall inform the LEMSA. The LEMSA will then assess the situation and take appropriate steps as necessary to rectify the inequity.

Contractor agrees to provide standby services for working fires, hazardous materials incidents, law enforcement incidents, and other allied agency events with a high potential for injury. Contractor shall also participate in prevention events, emergency preparedness planning and development, disaster exercises, and other training to educate the public and prepare for multi-casualty incidents. There will be no charge for these services for the first twenty-four (24) hours unless there is a third-party payor source (e.g., federally declared disaster); however, the Contractor may charge for standby services at private events. The standby services shall be based on a Contractor's written policy that is subject to the LEMSA's approval.

2.14 Radio Equipment

Each Bidder will be responsible to install and maintain all radio equipment on the appropriate frequencies necessary to complete the Contract scope of work (e.g., field communications with dispatch, first responder agencies, and contiguous mutual aid agencies). The minimum requirement is the first 64 channels of the most current Ventura County Fire Protection District radio plan. Per LEMSA Policy 905, there shall be at least one portable and one mobile EMS VHF radio on every on-duty ambulance, supervisor vehicle, or other Contractor EMS vehicle. The Contractor is responsible for general maintenance and programming of these EMS VHF radios. The County holds and maintains the license for these frequencies.

2.15 Vehicle and Equipment Requirements

All ambulances utilized by the Contractor shall be the Type III, "box" style and meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS), National Fire Protection Association (NFPA), Federal "KKK-A-1822," or similar standards organization. At a minimum, all vehicles shall meet the standards of title 13, California Code of Regulations as well as any LEMSA policies in effect at the time of original manufacture.

Equipment shall meet the minimum standards set forth by LEMSA Policy 504 and California Code of Regulations, title 13 § 1103.2, part of the standardized equipment list developed by EMS stakeholders and be generally consistent with equipment utilized by field crews today (e.g., powered gurneys are required on front line units).

Bidders shall state and justify the minimum number of ambulance (both primary and reserve) vehicles believed to be necessary to fulfill this contract. The fleet minimum shall be 140 percent of the peak staffing level. Further, no less than 50 percent of the reserve fleet shall be unavailable in the County at any point during the Contract term. Bidders shall describe its vehicle maintenance and replacement programs to ensure the highest level of operational readiness and mitigate unplanned maintenance issues.

All vehicles used in the SSP for the Ventura County EOA shall display a LEMSA logo and the term: "Ventura County Emergency Medical Services" on the rear and sides in a manner and format approved by the LEMSA that also meet California Civil Code 3273 standards for identifying the service provider. Each vehicle shall have markings approved or designed by the LEMSA. An example is below:



and "Service Provided By _____" on the doors

Proposed subcontractors may use a different logo, text, and color; however, it shall be approved by the LEMSA and meet state civil code requirements.

Contractor shall maintain preventative fleet maintenance records and adhere to an approved preventative fleet maintenance program for each vehicle. The maintenance program shall be submitted with the RFP response.

All current stock ALS equipment (i.e., drug boxes, defibrillators, radios) shall be supplied at 110 percent of peak-load requests. As the LEMSA has a formal STEMI program and protocol, all Bidders shall use monitor defibrillators that meet/exceed the current standard of prehospital care in the County, based on local treatment protocols and Paramedic scope of practice.

2.16 Data Collection and Evaluation Requirements

The Contractor shall complete all forms and data reports required by the LEMSA and in compliance with California H&SC, Section 1797.227, including field-assessment forms and standardized data requests and shall cooperate and participate in field research as requested including special medical and trauma studies. Bidders shall describe their reporting systems and confirm compatibility with OCU system. The ePCR shall be delivered electronically to the emergency department (ED) following LEMSA Policy 1000 and California Code of Regulations, title 22, Division 9, Section 100402. This includes that all ePCRs shall be 100 percent completed and the data available for review by the receiving hospital and LEMSA within 24 hours. All ePCR submission standards may be audited over any three-month time period.

The Contractor will provide regular operational dashboard reports. These reports, in a format and time period approved by the LEMSA, will include quality improvement (monthly and annual), incidents of unit breakdowns, ePCR compliance (quarterly), volume of out of county mutual aid calls completed and received per month (quarterly), and other key performance indicators used to determine compliance. The Contractor shall provide financials for its parent organization (if applicable) and specific to the EOA at least annually that have been independently audited within 180 days of fiscal year end. The Contractor may be required to produce additional reports to the LEMSA.

2.17 Financial Requirements

Bidders shall establish, in their responses to the RFP, that Bidders have a firm commitment to maintain:

- Financial capacity to commence all services listed in the RFP on or before the implementation date; and
- Financial resources to maintain all services for at least the primary Contract period of five (5) years.

It is incumbent upon the Bidder to submit a proposal package to allow independent reviewers and County staff to determine that the Bidder:

- A. Understands and documents all costs associated with the Contract;**
- B. Has documented all revenue sources; and**
- C. Has fully described and documented all sponsoring organization's commitments to maintain financial support (if any) for the term of the Contract.**

All Contractor costs shall be clearly defined and justified. Failure to justify these costs, in detail, and to meet the levels of independent verification of financial information requested, and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the County is requiring the submission of financial surety instruments (e.g., bonds, letters of credit) to act as non-liquidated damages for non-performance and assist the County with the costs of the selection of a temporary or new permanent contractor. Any legal limitation or inability to fully meet this standard must be explored by potential Bidders and disclosed in the Bidder's proposal.

2.18 Fees for Service

The revenue premise for this RFP is a traditional fee-for-service system for ambulance calls. There is no general County subsidy offered as part of this procurement. It is also recognized that it may be in the best interest of the community to encourage other types of "at-risk" payment systems with local managed care programs and systems. Any existing contractual agreements or immediately anticipated arrangements, including membership programs, must be stipulated in the response to this RFP by the Bidder. As future opportunities develop, the Contractor must ensure that all such arrangements will be forwarded to the LEMSA to be evaluated as they are proposed by the Contractor before they are implemented.

Upon award of a contract, the Contractor shall charge only the charges authorized under Contract with the County. Adjustment to the charges may be authorized annually based on changes in the Consumer Price Index and other factors as stipulated in this RFP. No rate adjustment will be considered for the first 12 months, except if additional services are required by the County and LEMSA. All other changes to the rate structure must be approved by the County as stipulated in this RFP based on substantial documentation of need.

Bidders may be allowed alternatives to traditional fee-for-service arrangements on a case-by-case basis if the Contractor is not shifting additional costs to other EOA patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the County's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the area.

The current provider serving the EOA shared payer mix information, which is available in [Attachment 1 \(page 68\)](#). Like the call volume data, the payer mix has not been independently validated and the County does not warrant any specific payer mix.

2.19 First Responder/PSAP Training and Coordination

First response agencies in Ventura County are fire-based, at the ALS or BLS-level. First responder agencies are an integral part of a quality EMS system and the Bidder will be expected to document its experience and future efforts to coordinate with first responder agencies. Bidders shall continue and expand existing FRALS agreements to support the community. The Bidder must demonstrate its ability to integrate its service including educational support with existing first responder, PSAP, and allied agencies. Regular training programs provided by the Contractor and scheduled coordination meetings with these agencies are highly recommended. The LEMSA is interested in the Bidder's experience with joint training and colocation of training/education with first responder agencies and what may be proposed for this RFP. Contractor shall participate in critical incident stress management (CISM), peer support, and mental wellness programs along with first responders and other agencies to support the mental health of EMS staff.

Contractor must also agree to participate in training on Incident Command System (ICS) procedures related to multi-casualty incidents including, at a minimum, IS-100 and IS-200 (i.e., independent study programs covering ICS). Field supervisors and managers will be expected to complete additional ICS training commensurate with their positions and possible roles during a major incident. As an example, field supervisors and operational/clinical managers must complete ICS-300 and ICS-400 (both offered annually in the County at no cost) and be capable of roles such as medical group supervisor, triage/treatment unit leader, patient transportation unit leader, etc. Managers shall be prepared to function in a leadership and unified command role for larger incidents. All training shall be consistent with the LEMSA medical control policies, National Incident Management System (NIMS), and Standardized Emergency Management System (SEMS) requirements. Specific commitments regarding this coordination and training must be provided in the response to the RFP.

The Contractor shall re-supply first responders with disposable supplies on a one-for-one basis for supplies used by the first response agency in the response.

First Responder Benefits and Fees

The Contractor may choose to contract directly with fire agencies for ALS first response. Currently, this is the case in San Buenaventura City and Ventura County (see [Attachment 5, page 80](#)) and should be considered for other first responder ALS agencies. The LEMSA will extend the ambulance response-time standard when an ALS first responder meets the original time threshold.

**Ventura County
Time Extension for First Responder ALS Service
(in minutes)**

Time Standards	Emergency		Non-Emergency	
	FRALS	Ambulance	FRALS	Ambulance
A: Urban	8:00	10:00	15:00	17:00
B: Suburban	20:00	22:00	25:00	27:00
C: Rural	30:00	32:00	35:00	37:00

If the Contractor has quick response vehicles (QRV), including the paramedic supervisors, the additional 2:00 minutes would also apply.

2.20 Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within established deadlines with Section 1.4 Action Dates.

2.21 Safety and Risk Program

Bidders shall provide a safety and risk management program which shall include, at a minimum:

- A. A safety manual that ensures compliance with California Division of Occupational Safety and Health Agency (CAL/OSHA) requirements.
- B. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss.
- C. A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- D. A person must be responsible for the safety and risk program and he/she must have received formal training on risk and loss issues.
- E. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam; and
 - (2) physical capacity evaluation that is fair, nondiscriminatory, and commensurate with job requirements.
- F. An emergency vehicle operator-safety program that meets or exceeds any state or local requirements.
- G. A continuing education program for all employees on safety and health issues that is scheduled no less than annually.
- H. Ongoing monitoring of driver license status on all personnel.

2.22 License to Operate

By order of the County EMS ordinance, the LEMSA may recoup the reasonable costs of the coordination and oversight of the Contract. Attachment 5 (page 80) identifies the current costs for these functions.

Section 3: Information for Bidder

3.1 Pre-Proposal Conference

A pre-proposal conference will be held to discuss the EMS system, share all relevant issues associated with the RFP, and to permit Bidders an opportunity to ask questions. **Attendance is optional.** Each Bidder will be limited to not more than four (4) representatives in attendance in person.

Please submit, through the County Procurement System, any questions about the RFP that you would like answered at the pre-proposal conference, no later than three (3) working days before the conference to allow time for the County to develop a written response. This will allow for a more thorough response in collaboration with the LEMSA and its EMS RFP consultant. Questions after the pre-proposal conference must be submitted to the County by the date specified in Section 1.4. All questions will be answered in writing and posted on the County Procurement System. It is the Bidders' responsibility to register and download any addenda.

Informal oral answers may be provided during the pre-proposal conference; however, they will not be binding on the County. Formal written responses will be developed and published through addenda.

The location, date and time will be as follows:

Location: Pacific Conference Room, Hall of Justice, Ventura County Government Center
Date: May 22, 2024
Time: 1:30pm PST

Interested parties may attend virtually at: <https://us06web.zoom.us/j/81414410553>

3.2 Interpretation, Corrections and Addenda

The Bidder must carefully examine the specifications, terms, and conditions expressed in the RFP and become fully informed as to the requirements set forth therein. If Bidders planning to submit a response discover any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "REQUIREMENTS," or any other related matters, Bidder shall immediately notify through the County Procurement System of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under Section 1.4.

No further requests for clarification or objections to the RFP will be accepted or considered after this date. Any change in the RFP will be made only by written addendum, approved by the California EMS Authority, issued by County Procurement Services, posted via the County Procurement System, and shall be incorporated in the proposal. The Bidder shall sign and date the amendment and submit the same with the response.

All inquiries shall be directed only to the County Procurement System. Questions regarding administrative matters concerning this proposal shall be directed to Cliff Chroust, County Chief Procurement Officer, at cliff.chroust@ventura.org. Contact with any other County personnel by the Bidder is prohibited. The Chief Procurement Officer is the single point of contact from the County for matters relating to this RFP. Communications regarding the RFP with other County employees or agents may result in disqualification. Contact with the various public safety and fire

departments/districts in the County would not be considered inappropriate contact. Failure to comply with this request may be considered cause for disqualification of a Bidder response.

3.3 Notice of Intent to Bid

The prospective Bidder must notify the County through an Intent to Bid by the deadline specified in Section 1.4. This expedites the review process of identifying panelists who have no conflicts to score the proposals. The Intent to Bid must be entered into the County Procurement System at <https://ventura.bonfirehub.com>.

3.4 Discussion with Responsible Bidders and Clarifications to Proposal

The County and LEMSA may, in its sole discretion, conduct discussions with Bidders who submit responses determined to be responsive and responsible having the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of responses and prior to award for the purpose of curing any deficiency resulting from a minor informality or irregularity in a proposal or waive such deficiency, whichever is to the advantage of the awarding agency. In conducting discussions, there shall be no disclosure of any information derived from responses submitted by competing Bidders to anyone outside the Evaluation Committee and County staff. The purpose of such discussions shall be to examine Bidders:

- Qualifications
- Proposed method of performance
- Proposed personnel and facilities
- Compensation

All Bidders submitting responses for consideration agree that their companies will be willing to enter into a final Contract if awarded this RFP. The County may negotiate certain terms and conditions of such final Contract after identification of the apparent successful Bidder. However, Bidders shall not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation and shall instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements." Such negotiated changes will be non-substantive in nature and will not change the scope of work.

3.5 Announcement of Apparent Successful Bidder

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend an award based on the highest-scoring Bidder. A Notice of Intent to Award will be issued prior to contract negotiations. The Board of Supervisors will officially decide to select or reject the negotiated Contract.

3.6 False or Misleading Statements

Responses which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the response, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the response.

3.7 Investigation

The County reserves the right to continue its investigation of response after the Contract is awarded and throughout the term of the Contract. The furnishing of false or misleading information during the proposal process may constitute a breach of Contract.

3.8 Rules for Withdrawal or Revision of Responses

A response which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of responses. The withdrawal of a response shall not prejudice the right of a Bidder to submit a new response, provided the Bidder can submit the new response by the deadline stated herein. This shall be submitted through the County Procurement System.

3.9 Independent Contractor

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

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees, and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its subcontractor(s) and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractor(s) and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause. This section will not be applicable if the winning Bidder is a County entity.

3.10 Explanation of Use of Subcontractors

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal, state, and local access to the books, documents, records, and inspection of work. Bidder awarded any Contract as a result of this proposal shall obtain County and LEMSA written approval of subcontractors identified in Bidder submittal prior to execution of Contract.

3.11 Joint Ventures

In the event a response is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

3.12 Confidentiality

The contents of all responses, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's response shall be held in the strictest confidence until the negotiations for the Contract are completed. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Bidder's response must be marked confidential at the time of submission. County shall keep these documents confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision agreement or an evaluation of the proposal or as its release may otherwise be required by law. If a Bidder contends that any submission contains trade secrets or proprietary data, please be advised that the County cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act.

The Bidder shall clearly mark any of the information within its response is proprietary; however, the County will be guided by the California Public Records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or response; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

Financial statements may be marked CONFIDENTIAL on each page. The County will only use financial statements to evaluate proposals and will undertake all reasonable measures to keep them confidential including the following: The financial statements will be segregated from the rest of the proposal and maintained in a file to which only the County's Chief Procurement Officer will have access. Copies of the financial statement will only be distributed to County employees who need to review them in order to evaluate your proposal and who will be required to return or destroy all copies immediately after completing their review. The financial statements will be destroyed two years after submission, unless prohibited by law. The financial statements will not be disclosed to anyone outside the County, unless required by law. The financial statements are exempt from disclosure under the California Public Records Act, Government Code section 7920.000 et seq. If County believes disclosure is required by law, for example in response to a subpoena or court order, the County will provide you a reasonable opportunity to object to such disclosure and other actions to prevent or limit any such disclosure.

BIDDER SHALL NOT DESIGNATE THE ENTIRE RESPONSE AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.

Submission of a response by a Bidder shall constitute an agreement to the provision for public announcement. Any agency requesting such information so marked as proprietary must obtain written authorization directly from Bidder and forwarded to County.

County shall not be required to contact any Bidder for information on behalf of any requesting agency. Ventura County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

3.13 Pricing Conditions

All responses shall remain firm for at least one hundred twenty (120) calendar days after RFP submittal deadline unless otherwise specified. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline, a purchase order and/or a Contract may be awarded by the County, as it may deem proper, in its absolute discretion. The time for awarding a purchase

order and/or a Contract may be extended at the sole discretion of the County, if required to evaluate responses or for such other purposes as the County may determine.

3.14 Proposal Terms and Conditions

The proposal itself is only a reference point to the County's standard general terms and conditions and is not the legal document itself unless and until incorporated into a duly approved and executed Contract. Bidder agrees to incorporate by reference the County's solicited RFP, the Bidder's responding proposal, and any other documentation deemed necessary by the County into any Contract that may be derived from this RFP. Nothing in this RFP shall be construed to prohibit either party from proposing additional terms and conditions that are administrative in nature during negotiation of the resulting Contract for the Bidder selected with the highest overall score. Any Contract that may be developed as a result of this RFP will not become legally binding until it has been approved by the County Board of Supervisors.

3.15 General Terms and Conditions – Contract

Award will be by means of a written agreement with the highest scoring Bidder. A Notice of Intent to Award will be sent to the highest scoring Bidder. Award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing Bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully within 90 days, County and LEMSA may negotiate with the next highest scoring Bidder or cancel the RFP.

County is not required to award a contract to the Bidder submitting the lowest total price all Bidders. Bidders are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals shall contain the most favorable terms from a price and technical standpoint, which the Bidder can submit to the County. Do not assume that Bidders will be afforded an opportunity to clarify, discuss, or revise proposals.

Section 4: General Provisions and Assurances

4.1 General Information

- A. The County reserves the right, at its sole discretion, to reject any or all responses that are not compliant with the terms of this solicitation, to waive any informalities in the response and minor irregularities, technical defects, or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not confined to cost alone. Any proposal rejections or waivers of response informalities, minor irregularities, technical error defects, or clerical errors shall be applied consistently and objectively for all Bidders.
- B. The County shall not be liable for any costs incurred by the Bidder in connection with the preparation and submission of this or any other response.
- C. Each proposal must include the Bidder's name, address, dated and signed by an officer, partner, or agent authorized by the company, partnership, or organization.
- D. Each proposal must be submitted with forms provided (Section 9: Signature Forms, page 61).
- E. All responses and accompanying documentation submitted by the Bidders will become the property of the County and will not be returned. Evaluation shall be based on the material contained in the response. Bidders are instructed to disregard any prospective oral representations they may have received prior to the solicitation of the proposal.
- F. The cost for developing and preparing the response is solely the responsibility of the Bidder whether any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.
- G. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

4.2 Public Disclosure

Proposals will not be opened publicly. All public records of the County are available for disclosure except the contents of the responses received in response to an RFP, which are not open for public review until the Contract between the awarded Bidder and the County is added to a Board of Supervisors' agenda. The working documents, evaluation tools, and notes of the Proposal Evaluation Committee are not subject to the Public Records Act and therefore will not be disclosed.

If an unsuccessful Bidder files an official request to view the awarded Bidder's response, the County must comply with the appropriate public disclosure procedures. However, if information specifically designated in the response as proprietary is requested County may attempt to notify Bidder shall Bidder wish to pursue protections against disclosure, at its own cost, so that the information will not be made available.

Pursuant to the California Public Records Act, Government Code Sections 6250 et seq., any Contract that eventually arises from this RFP is a public record, in its entirety. Also, all

information submitted in response to this RFP is itself a public record without exception, and will be disclosed upon request, but only after negotiations are complete. Submission of any materials in response to this RFP constitutes your consent to release materials, and a waiver of any claim that the information is protected from disclosure. Furthermore, by submitting materials, you agree to indemnify and hold harmless Ventura County for release of such information.

4.4 Qualifications of Bidder

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any response should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein. Any proposal rejection will be applied consistently and objectively across all Bidders. Examples include, but not limited to falsification/exaggeration of qualifications, lack of financial solvency, inability to fund startup costs, lack of insurance coverage, etc.

4.5 Disqualification of Bidder

A Bidder may be disqualified, and the response rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all responses involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- The Bidder or anyone acting on behalf of the Bidder has inappropriately influenced, attempted to influence, or done anything that might reasonably create the appearance of impropriety in, the County's selection process at any stage.
- Lack of responsibility, performance, or cooperation as discovered through reference checks and investigations.
- Being in arrears on existing agreements with the County or having defaulted on previous agreements.
- Delivery of its response after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

4.6 Integrity of Expenditure

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct.

4.7 Gratuities

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during

the proposal process nor during the performance of any Contract period resulting from this proposal.

4.8 Conflict of Interest

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. The Bidder further covenants that if awarded a Contract resulting from this proposal, no person having any such interest is presently employed or shall be employed in the future.

4.9 Federal, State, and Local Taxes

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Contract. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

4.10 Compliance with Applicable Laws

The successful Bidder shall otherwise perform all obligations under the resulting Contract in compliance with all applicable federal, state, and local laws, rules, regulations, and policies. The parties shall execute any amendments necessary to implement such laws.

4.11 OSHA Requirements

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of Occupational Safety and Health Agency (OSHA) 1970 and CAL/OSHA 1973 as last revised. Bidder warrants that the described material, equipment, or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

4.12 Environmental Protection

The Bidder awarded the Contract resulting from this RFP shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal agreements, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

4.13 Drug Free Workplace

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

4.14 Legal Considerations

Any Bidder, by submission of a response to this proposal, and any subsequent Contract that may be derived from this proposal, shall be deemed to have agreed to be bound by applicable sections of title 41, USC, and the laws of the State of California and the ordinances of Ventura

County in all respects as to interpretation, construction, operation, effect and performance. Any legal proceedings against the County or any state or federal agency regarding this proposal or any resultant Contract shall be brought in the California courts.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any Contract that may be awarded as a result of this proposal, shall be tried in Ventura County, unless the parties agree otherwise or are otherwise required by law.

4.15 Business License

Prior to the issuance of any purchase order and/or the performance of any Contract derived from this bid, the successful Bidder and its subcontractors shall be required to maintain a Ventura County Business License. It is the intent of the Board of Supervisors of the County to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate.

Section 5: Special Provisions

5.1 Performance Security Provisions

- A. Contractor shall furnish, within 14 days of Contract execution, performance security in the amount of one million dollars (\$1,000,000) in any of the following forms. The performance bond shall be considered liquidated damages in the event of Contract default. Performance security options are:
- 1) Performance Bond: A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the County that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.
 - 2) Irrevocable Letter of Credit: An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.
 - 3) Cash Deposit: Cash which must be deposited with an escrow holder acceptable to the County and subject to an escrow agreement approved by the County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.
 - 4) Combination of the Above: Any combination must be acceptable to the County.
 - 5) If there is a legal limitation to furnishing a performance security, for example if the Bidder is a government entity, the County will waive the requirement. Bidder to disclose the legal limitation in the Bidder proposal.
- B. Whatever form of performance security is selected by the Bidder, the proposal shall indicate the form selected, and shall include full and detailed documentation of Bidder's ability to provide such security. Any performance bond furnished by Contractor in fulfillment of the requirements of this Contract for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon thirty (30) days advance written notice to the County. Not later than twenty (20) days following the commencement of the thirty (30)-day notice period, Contractor shall provide to the County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall constitute a material breach of Contract. Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected, and prior to Contract start date, shall result in forfeiture of the award.

5.2 Emergency Takeover

In the event the 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 Contract Administrator's opinion, such that public health and safety are endangered, and after

Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Public Health Director.

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

In the event of an emergency takeover, the Contractor shall deliver to the LEMSA ambulances and associated equipment used in the performance of the Contract, including equipment, supplies, equipment, and 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 ALS Policies and Procedures.

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

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

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

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

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to LEMSA during an emergency takeover period. Contractor shall maintain and provide to LEMSA 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 ambulance 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 five (5) days of emergency takeover.

Section 6: Submitting Responses

6.1 General Information

This section describes the required response format. The response shall contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the response shall be contained in a section entitled "Optional Exhibits and Attachments."

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

Responses must be complete in all aspects. A response may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A response may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The response must contain all costs required by the proposal.

Attachments that are not included in the proposal narrative shall be clearly labeled according to the sections and titles provided therein. The proposal shall be clear, complete, and consistent with the proposal content requirements.

A. Submission of Proposal

Proposal documents shall be submitted through the County Procurement System.

B. Deadline to Submit Proposals

The deadline to submit proposals is 4:00pm on the date provided in section 1.4.
Proposals not received by the closing date and time will be rejected.

6.2 Number of Copies to be Submitted

Please submit an electronic copy of the proposal, in Adobe Acrobat format (i.e., PDF) via the County Procurement System. The proposal shall include separately uploaded files for the (1) narrative, (2) appendices, (3) financial statements, and (4) budget.

6.3 Response Format

The response must be developed on the forms provided in this package or must follow the proposal requirements in the order in which they appear in the proposal. Responses that do not conform to this format may not be considered for evaluation. Responses must be formatted using letter-size format. The text shall be legible size and style with normal margins. Every part of the response must be legible and of sufficient print clarity to allow printing of the document. Each page must be clearly and consecutively numbered. All responses must be submitted in the name of the legal entity or authorized agency. Responses must be signed by the officer or officers legally authorized to bind the company, partnership, or organization.

Section 7: Proposal Content Requirements

To ensure that the comparison of proposals is as fair and complete as possible, all proposals shall employ the format described in this section. Proposals are limited to 200 pages and 200 pages for appendices. The cover letter, executive summary, required forms, and signed amendments are not included in this page count. All appendices shall be included in a separate PDF file. To be considered responsive, proposals shall address all items identified in this section.

A. Signature Page

Bidder must complete and return the enclosed Signature Page (Form 1). The Signature Page must be signed by the officer or officers legally authorized to bind the company, partnership, corporation, or organization.

B. Signed Amendment(s)

Bidder must sign and include a copy of any amendments to the RFP.

C. Cover Letter

Each proposal shall have a cover letter (no more than two [2] pages), signed by the authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Bidder's full understanding and acceptance of all terms set forth in the RFP including the financial projections in the Bidder's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict-of-interest statutes or ordinances. The letter must state that the proposal is a firm and binding offer to perform the services stated under the conditions specified in the proposal. Include the number of years that the Bidder has been in business under the present business name as well as any related business names. Describe any financial interests in any other related businesses. Failure to provide this letter may cause the proposal to be considered non-responsive.

- 1) Bidder shall ensure the placement of all signature forms required by the RFP in a section titled "Signature Forms" to immediately follow the cover letter.

D. Table of Contents

Each proposal shall be structured to incorporate a table of contents which shall clearly indicate where each required section is located. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies, and plans are encouraged to be placed in an appendix. All proposals shall include page numbers.

E. Executive Summary

Each response shall have an executive summary that describes, in summary form, the essential elements described below. The executive summary shall not exceed ten (10) pages in length.

Bidder's Credentials, Experience Local Management Team

The purpose of the Credentials, Experience and Local Management Team Section is for the Bidder to submit information on its organization, management, and operational experience.

The following questions and/or requirements must be answered in the order and format given.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of organization or legal entity (e.g., sole proprietor, partnership, corporation, government agency) and the state under whose laws the entity is formed.
- 4) List the names and addresses and share of ownership of all owners, shareholders, directors, officers, and of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided. If the Bidder is a corporation with thirty (30) or more shareholders, provide title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
- 5) Provide names and affiliations of all other corporations or entities potentially providing services to this Contract.
- 6) List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 7) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$75,000.
- 8) Provide a narrative description of ambulance services and related services currently provided by the organization.
- 9) Describe the organization's experience in providing ALS-level emergency ambulance service under a performance-based contract serving an area with service conditions like those of Ventura County (e.g., geo-demographics, payer mix).
- 10) Describe the local management team, roles and responsibilities, and their backgrounds; include biographicals and attach resumes.
- 11) The Bidder and each of its partners or shareholders must provide letters from any EMS regulatory agencies (maximum of five) stating that the Bidder has been in substantial compliance with the EMS agency standards, including response-time requirements, if measured by the agency, for the last two years.
- 12) List at least two (2) hospitals and two (2) public safety agencies (e.g., fire departments, law enforcement agencies) with which the organization, or its proposed management team, has worked during the past year and which shall serve as references. These references do not need to be from local hospitals or public safety agencies.
- 13) Describe contracts entered into by the organization and/or the management team for this RFP with similar counties to Ventura during the past five years regarding

ALS pre-hospital delivery of services showing year, type of services (e.g., 9-1-1, interfacility, combined), location, name and address of contracting agency.

- 14) Provide details, if any, of any failure, default, problems, or refusal to complete a contract by the organization.
- 15) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service during the last 10 years pertinent to this RFP, its service area, or impactful on the Bidder's ability to perform.
- 16) List accident rate per 100,000 miles driven for the past three years for the organization and its affiliates. Accidents are those reportable as defined by state law or insurance company policy.

Note: All auto collision rates and lawsuits must indicate organization-wide experience as well as experience for the California area, if applicable.

- 17) List any commitments and potential commitments which would impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 18) List planned number of employees for this contract using the format below (use separate charts for current and planned):

Category	Full Time	Part Time	Total
Management			
Accounting/Billing			
Supervisors			
EMT-Paramedic			
EMT			
All Others			
Total			

Bidders shall define their use of "full time" and "part time." "Management" personnel shall include personnel who are scheduled for less than 25 percent of their time in the field. "Supervisors" are expected to be in the field at least 50 percent of the time.

- 19) Using the following format, document the number of ambulance responses/ transports conducted by the organization and/or the management team for this RFP in any contract or exclusive area with a similar performance expectation, population, geographical area or transport volume during the past twelve (12) months. Identify each contract and exclusive area served on a separate chart (maximum of five separate jurisdictions).

Call Type	Responses	Transports
9-1-1 Non-emergency		
9-1-1 Emergency		
9-1-1 Backup/Mutual Aid		

- 20) Supply Bidder's annual turnover rates by category of personnel, define "turnover," and how it is calculated.
- 21) Supply supporting documentation to demonstrate existing capabilities to furnish service which is like that required under this procurement.
- 22) List and state current status and/or outcomes of any current or pending criminal cases or investigations against any officer or manager of Bidder.
- 23) List and state the current status and/or outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations involving the Bidder and its personnel for the past ten (10) years in all operations.
- 24) List and state the status and/or outcomes of any investigations for affirmative action violations involving the Bidder and its personnel.

F. Detailed Description of Proposal Sections

The submissions will be evaluated based on the extent to which the proposing organization (or in the case of a new entity, the agency, or its constituent organizations) has the special experience described below. The submissions will also be evaluated based on the extent that the Bidder's key organization and local management personnel (which may include general partners, directors, officers, and principal management personnel) possess this experience or have participated in the Bidder's acquisition of this experience as management personnel. The criteria set forth below describe the desired minimum experience. Each response must describe how and to what extent the organization or its key management personnel meet or exceed these criteria.

Each of the sections in the table of contents is described below. It is the intent of this procurement to preserve or improve upon the current pre-hospital system in every category of service, and to meet or, where possible, improve the quality of service. Thus, Bidder shall describe its capabilities and agree to meet or exceed minimum service requirements. Failure to accept County's minimum service requirements in any service category may be grounds for automatic disqualification. Such disqualification will be applied consistently and objectively across all Bidders. While additional commitments are not encouraged, all additional commitments, if offered, shall be separately stated within each section, and the costs associated therein shall be separately identified in the budget.

(a) Criteria for Evaluation of Bidder's Credentials, Experience and Local Management Team

- 1) On-Site Key Personnel, Organization and Management Description

Minimum: Bidder shall include job descriptions and resumes of the on-site and off-site management team that will oversee operations, quality, training, vehicle maintenance, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this EOA. Bidders shall

specify which key personnel listed above will be full-time on-site (i.e., in Ventura County) vs. off-site, if applicable. *There must be sufficient continuous quality improvement staffing to track and train on the new benchmark standards set by this RFP process.* The qualifications of the key personnel are a significant consideration for review of this section.

2) Field Supervision

Detail how Bidder shall provide field supervision. At a minimum, there will be two (2) paramedic supervisors available 24/7 and two (2) additional paramedic supervisors during peak demand hours.

Bidder shall propose names and qualifications of field supervisory staff anticipated as part of this proposal. At a minimum, the LEMSA always expects two field supervisors to be on duty. The job description shall require being in the field communicating, educating, observing, outreach to first responders and hospitals, and running calls with EMS crews at least 50 percent of the time. The field supervisors shall always be immediately available to respond to any request by the LEMSA or public safety personnel from within the EOA and shall be authorized to represent on behalf of the Contractor. The field supervisors shall not be assigned an ambulance shift or staff an ambulance except in very rare circumstances (e.g., covering until relief staff is available for an employee who goes home mid-shift due to a family emergency, injury, or fatigue issue).

3) Criteria for Evaluating Bidder's Credentials - Please respond to each section below and detail Bidder's experience, including key personnel, and/or compliance with each of the following:

- a) Demonstrated experience as an ALS ambulance service provider to populations over 250,000 residents or equivalent experience in a single contiguous area. The contiguous area may be made up of multiple political jurisdictions which may include multiple cities, counties, states, or other jurisdictions.
- b) Describe historical experience with response-time standards in an area with small to moderate-sized population centers separated by sparsely populated unincorporated areas. The population may be in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
- c) Demonstrated experience providing 9-1-1 ambulance service at the ALS level.
- d) Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience as required in this RFP.
- e) Financial strength, stability, and reputation.
- f) Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.
- g) Demonstrated ability to provide a high level of ambulance resource management performance.
- h) Demonstrated commitment to maintaining quality personnel.

- i) Describe any instances in the last five years where the Bidder has been found in minor or major breaches of contracts. Detail debts owed or encumbered related to any 9-1-1 contract.

(b) Compensation Package and Working Conditions

The County encourages bidders to demonstrate how their wages, benefits, shift schedules, and expected productivity will attract and retain experienced personnel, especially existing employed paramedics and EMTs, in the County. The Contractor shall devise a wage and benefit package to encourage personnel to remain within the EMS system, reduce the turnover rate, and meet all applicable state and federal laws (e.g., Fair Labor Standards Act).

Bidders must submit their turnover and vacancy rates for the past five years for all categories of personnel and the salary levels (current and proposed) for entry, middle, and top levels for all personnel. At least 51 percent of field staff must be full-time employees and not part-time or contracted.

Note: Wages and benefits are significant areas of review for this RFP. At a minimum, the Bidder shall provide a specific personnel plan which compensates personnel commensurate with area expectations and which produces low attrition. Wages should be structured to recognize multi-cultural capability commensurate with the needs of the County. The Contractor shall supply multi-cultural sensitivity training to its employees.

(c) Incumbent Work Force

Bidders shall note that the handling of the incumbent work force is a significant factor in the rating of proposals. A preference to currently employed EMTs and paramedics in Ventura County shall be given by Bidders. Interviews shall be offered to existing supervisors. Bidders shall provide specific plans to this effort in their proposals.

Bidder is required to make and document its best efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new EMS system. The wages and benefits shall be comparable to the region. Proposed staffing levels shall be comparable to the existing approach to staffing. As this subject is an important aspect of the analysis of proposals, plans for a smooth transition of the work force must be detailed.

Bidder must meet with the incumbent workforce's recognized employee organization or official representative to review and discuss the collective bargaining agreement of the incumbent workforce. There will also be a request and review of any other existing collective bargaining agreements for ambulance service employees in the region. To the extent allowed by law, Bidder shall provide for the recruitment, and preservation of the seniority status, of the incumbent workforce. The successful Bidder will be required to certify compliance of these points prior to County Contract award.

1) Work Force Diversity

All Bidders must submit evidence that there is a plan in place consistent with currently applicable federal, state, and local laws and regulations, to promote diversity of personnel in the organization, including methods for meeting this need

and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority personnel.

2) Workload Management, Employee Wellness, and Scheduling Practices

The Bidder shall describe its approach to ensuring the mental wellness of the staff. This shall include workload management, mental health, and PTSD avoidance. The Proposal should include examples of existing programs at other locations, proposed programs locally, maximum unit hour utilization limits for 24-hour units, and include the planned expenditures in the budget file. Bidder shall describe its approach to avoiding fatigue and mandatory overtime including use of part-time employees, subcontracting, etc. The safety of the workforce and patients is crucial; this is of utmost importance and Bidders are recommended to provide a comprehensive response for employee wellness.

At a minimum, the Bidder must agree to schedule staff with at least eight hours of rest between shifts. No employee shall work more than 50% longer than the original scheduled shift without a fatigue assessment. No scheduled shifts greater than 24 hours are permitted unless under a written policy approved by the LEMSA. The Contractor must have a policy and monitoring system in place to prohibit staff from working greater than 48 out of 60 hours (including outside employment). Contractor shall have and enforce an operational policy to ensure on-duty staff is always rested and response ready, regardless of shift length and/or work schedule. Contractor's policy shall include a mechanism for on-duty staff to be relieved from response duties if fatigued.

3) Training Programs

Minimum: Contractor shall furnish, in-house or by approved subcontract, an in-service training program plan which will allow field personnel to meet the State of California recertification, or licensing requirements. This shall include leadership development, personnel management/life skills, etc. LinkedIn Learning platform is one example. Contractor shall also cooperate with the current LEMSA continuing education program.

4) Supervisors and Managers

Describe any employment consideration provided to existing supervisors or managers within the new organization, and at what level, in order to preserve the level of expertise within the County.

(d) Response-Time Commitment

In this section, the Bidder describes how it will meet the response-time performance standards set forth in this RFP. Outlier and time standard non-performance payments shall be in accordance with the provisions set forth in this RFP.

The Bidder's plan for the location and housing of field staff and units for meeting response-time performance shall be included in the proposal. The SSP shall include the number of units on duty by hour and day, the post locations used, the priority of post locations, move up triggers, and the rationale for the SSP.

Minimum: Requirements for response time performance on calls originating within the EOA are set forth herein and shall be used as the basis for preparation of this section.

(e) Fiscal Strength

In this section, the Bidder describes its organization's fiscal strength highlighting features of the financial documents provided as required as well as other aspects of the Bidding entity that would allow evaluation of its fiscal viability to initiate, operate, and sustain this Contract.

Cost and Revenue Forecasts and Budgets

In this section, all costs and all revenue sources must be clearly listed, and assumptions documented for the initial five (5) year period of the Contract. Since cost and revenue projections will be compared among all Bidders, the County requires that information be provided in the format and with the level of completeness and detail specified herein.

The County requires all Bidders to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the County may clearly determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

All revenue sources must likewise be fully described. The County assumes that patient care fees will be a major component of Contract financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in this RFP and must be consistent with volume-related cost projections. Bidders must identify all other revenue sources supporting their proposed budgets and must explain how these revenue sources will change as a result of this commitment.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the Contract separating out costs and charges for alternatives.

Bidders must describe all revenue sources (direct and in-kind) and document working capital needs and sources for the startup of this Contract and/or any changes anticipated for this Contract plus any sponsoring organization's commitment to Contract financing (if any) and the legal authority to continue this commitment throughout the term of the Contract.

Note: Proposals shall submit charge data broken down on a call basis using a spreadsheet format to show stepping down of all costs to a per-call basis. (See Attachment 7, page 82)

Financial Statements

In addition to the budget, a complete set of financial statements for the organization shall be provided for all responses. Three (most recent) consecutive years of financial statements shall be provided, of which one year shall be a fully audited financial statement and shall include all required disclosures, if provided with the original audit. The remaining two years of financial statements shall be reviewed statements, as defined by the American Institute of Certified Public Accounts (AICPA). If the Bidder does not have a fully audited financial statement, conducted within the past three years, submit a reviewed statement in its place. Note: Reviewed statements, in lieu of an audited statement, shall be subject to the limited interpretation that the statements offer.

All Bidders shall be aware that the documents requested will serve to confirm the soundness of their current financial positions. The County’s intent is to award the Contract only to an organization demonstrating the financial capability to operate successfully. Bidders shall submit all required financial information in a separate PDF file. County shall have the right to audit prospective Contractor’s financial and other records.

FINANCIAL STATEMENTS SHALL BE PLACED IN A SEPARATE PDF FILE AND NAMED "[BIDDER'S] FINANCIAL STATEMENT." FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE," RESULTING IN REJECTION OF RESPONSE.

- 1) Financing
 - (a) Capital Financing
Bidder shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations within the proposal. It is the Bidder's responsibility to conclusively document the source, the availability of the capital, and the firm commitment of the source or sponsoring agency, as appropriate.
 - (b) Rate Adjustment
During the term of the Contract, the Contractor will be allowed annual opportunities for rate adjustments, which will be based on the Los Angeles, Long Beach and Anaheim ("Los Angeles CPI") All Urban Consumer Price Index (CPI) change in the most recent 12 months. This CPI rate will be adjusted based on the most recent 12-month Contractor payor mix for Medi-Cal and private-pay/charity percentages. This approach is meant to compensate for the lack of new revenue available from these two payor sources. For approval of the new rates, the Contractor shall demonstrate that the increase will not exceed the profit margin cap outlined below. The table below is an example rate adjustment.

Rate Adjustment Example	
Los Angeles CPI 12-month change	3.1%
Divided by (100% - Medi-Cal/Private Pay)	50.0%
Rate Increase	6.2%

The Contractor may propose rate changes to the LEMSA no more frequently than annually unless the Contractor can demonstrate to the satisfaction of the LEMSA that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.

In order to ensure a fair and appropriate cost to residents and visitors to the County, the Contractor’s reported profit margin will be considered before any rate change. Any increase shall be held to the anticipated annual profit margin of eight percent (8.0%) received through this Contract with the County. This margin includes a limit of 15% on parent organization general, administrative, and operating (GA&O) expenses. Any GA&O expenses exceeding 15% will not be included when determining profit margin. If the Contractor’s annual financial statements indicate greater than eight percent (8.0%) profit margin, a rate

increase shall not be made. The Contract Administrator shall either require a rate reduction to bring the profit margin under eight percent (8.0%) moving forward OR reinvestment of profit margin into the EMS system (e.g., field staff salaries, public-access defibrillators) to maintain the profit margin cap moving forward.

If a Contract extension is approved, the rate of reimbursement for additional terms let under the Contract shall be negotiated with the Contractor based on the following:

- a. Actual expenditures by the Contractor, as documented during the first Contract term and approved by the Contract Administrator.
- b. Changes in stated program requirements.
- c. Other reasonable costs or increases in cost over which the Contractor has no control.

The LEMSA should assure, by audit if necessary, that all cost increases are reasonable and necessary to the continuation of the Contract.

2) Insurance Documentation

Bidder shall provide a copy of its Certificate of Insurance, including all waivers and endorsements. If applicable, Bidder will provide its insurance policy with its SIR documentation. The limits shall meet or exceed the following amounts:

- a. Commercial General Liability: \$5,000,000 combined single limit/\$5,000,000 aggregate
- b. Commercial Automotive Liability: \$5,000,000 combined single limit
- c. Workers' Compensation: as required by state law
- d. Professional Liability/Medical Malpractice: \$5,000,000 each occurrence/\$5,000,000 aggregate

3) Other Financial Information

In this section, the Bidder may submit any other financial information that the Bidder considers relevant.

(f) Equipment Maintenance and Management

In this section, Bidder shall describe, in detail and with brand names, the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, Bidder shall stipulate the policy which shall govern, throughout the term of the Contract, fleet size as a percentage of maximum scheduled peak-load unit coverage requirements for the EOA. This shall be at least 140% of peak-load unit scheduling and no more than 50% of the reserve fleet can be unavailable at any one time. To ensure greatest level of surge capacity, all units shall be fully stocked and ready for deployment, regardless of primary or reserve. The overall fleet and management program shall be fully described such that the Evaluation Committee may ascertain the caliber and capability of the maintenance and equipment management program.

(g) Billing/Collection Program and Data Integration

In this section, Bidder shall describe its proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- 1) System shall generate and electronically bill Medicare and Medi-Cal statements.
- 2) System shall be HIPAA compliant during the term of the Contract and as required by law.
- 3) System shall handle third-party payers, self-pay patients, special contracts, diagnostic-related group (DRG) transports, and provide other special arrangement language offered by the Bidder.
- 4) Itemized statements shall list all procedures and supplies employed, unless included in base rate.
- 5) System must be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates, types of payments made, and other inquiries.
- 6) System must provide daily, monthly, and annual reports which furnish clear audit trails, including details of payments and adjustments experience.
- 7) System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- 8) System shall support monitoring of employee accuracy and completeness in gathering required operations.
- 9) System shall facilitate updates of account type, addresses, and other pertinent patient and third-party payer data.
- 10) System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:
 - Assignment of follow up based on accounts receivable aging reports
 - Reminder mailings
 - Telephone collection methods
 - Policy regarding use of collection agents
 - Policy regarding write-off of accounts receivable
 - Identifying and pursuing alternative third-party payments and other reimbursements
 - Policies for hardship cases, charity care and write-offs
- 11) Bidder shall prohibit on-scene collections.
- 12) Billing and collection data shall track to dispatch data by use of a record identifier.

- 13) Bidder shall monitor its personnel for any exclusion as a provider of medical services under Medicare or Medi-Cal.

(h) Initial (ambulance) System Status Plan/Unit Hour Commitment

In this section, the proposal shall include an initial coverage plan to be in effect during the first three months of the Contract term. The SSP may employ more unit hours per week than Contractor projects will be needed later in the contract.

Minimum: Bidder shall specify the minimum weekly unit-hour coverage to be initially employed. Contractor must meet or exceed this plan during the first three months.

(i) Integration with Existing First Responders and Behavioral Health

The existing EMS system has significant resources that should continue to be leveraged to develop the optimal approach to cost-effective and highly efficient prehospital care within the County. Currently, two fire agencies provide first responder advanced life support (FRALS) to extend the maximum ambulance response times. Bidders should continue and expand existing FRALS agreements to support the community. This section shall detail the Bidder's coordinated approach to EMS. The specific method how each time standard will be covered shall be described.

Coordination with County Behavioral Health Department is necessary to ensure the mental health needs of the community are met. Bidders shall describe existing relationships that support enhanced behavioral health with other clients.

Minimum: Bidder shall specify how it plans to coordinate with the existing first responder and behavioral health public agencies as defined as a minimum here and in this RFP. Include demonstrated experience within other EMS systems working with first responders and mental health caregivers.

(j) Commitment to EMS System and the Community

In this section, Bidder shall detail its intentions regarding involvement in and support of the first responder and community education and service programs. Contractor shall describe a methodology for integrating its services with existing first responder public agencies including fire departments, police agencies, and 9-1-1/PSAPs. Specific plans must be submitted with prioritized objectives. These commitments must include specific procedures for scene control and problem resolution. A commitment and process for supporting first responder training needs and training schedules must also be described. These requirements would only go into effect if requested by existing EMS providers and approved by the LEMSA. Commitments for ongoing liaison with the agencies must also be stated. Commitments to disposable item re-supply as described in the First Responder Section shall be explained here.

The provider must develop a plan for the prompt return of first responders and nurses to their respective stations or hospitals, as appropriate, should they be used while transporting patients.

Involving the community in "pre-EMS" education plays a crucial step in patient outcomes. Bidder shall describe its commitment in time and resources to improving the care provided in the community prior to EMS arrival. At a minimum, the Contractor is expected to complete a minimum of 24 hours of community education

monthly (reported annually). This minimum level shall be completed without using on-duty ambulance crews in order to preserve 9-1-1 resources. Examples include public events, school tours, MCI exercise participation, first responder in-service training, bystander and school-partnership cardio-pulmonary resuscitation (CPR) classes, "Stop the Bleed" campaign, helmet safety, public access defibrillation (PAD), etc. Ideally, other EMS stakeholders will be offered the ability to participate during events in their communities as well as utilize Contractor's materials to offer more educational opportunities. The LEMSA and its EMS committees should also be involved in identifying important topics that will most benefit the community. Ambulance standbys at events would not qualify. The Contractor must participate on CQI and other EMS committees.

MCI planning must be proposed by the Bidder and shall be discussed in this section. The Contractor is expected to continue and/or establish tactical EMS programs with local law enforcement, if requested. The Contractor will be required to maintain a supply cache in an orderly and complete fashion to serve its own needs for a minimum of 30 days in case of disasters or interruptions in the supply chain. Medications cache must include at least 15 days. The Contractor will be required to complete this requirement within six months of Contract execution with the County. Within the first 12 months of Contract implementation, Contractor shall develop an internal disaster response plan.

Training the next generation of paramedics is vital to a healthy EMS system. As such, the Contractor is expected to work with all paramedic training programs to train and educate their students to successfully complete internships. Further, the Contractor shall describe how it will increase the number of critical care paramedics able to perform interfacility transports that might otherwise require a registered nurse. Examples would include ventilator-dependent patients, blood products, and IV medications not permitted at the standard paramedic level. Establish annual goals of how many new critical care paramedics will be trained over the first five years of the Contract.

Minimum: Contractor shall restock or pay for restocking first responder medical supplies used in response to emergency medical calls as is currently practiced in Ventura County subject to applicable federal and state laws. In the course of retrieving Contractor equipment from out-of-county hospitals (e.g., backboards), Contractor should bring back any first responders' equipment for pickup at the Contractor's main office. Contractor must develop an internal disaster response plan and shall participate in MCI training and events as well as maintain a disaster cache. A plan for community commitment to include programs on public education and other service is required. Contractor shall commit to providing internships for paramedic students as well as increasing the number of critical care paramedics to perform interfacility transports.

(k) Proposed Patient Charges

The County requires all Bidders to use the same assumptions to allow equitable comparisons among the proposals. The Bidders shall assume no general County subsidy for this procurement. It is the County's desire to encourage proposals that achieve a balance in service, cost, and the subsequent fee charge.

This RFP requires a well-defined charge system which assures no "overcharging." Patient charges are an expected element of this proposal, subject to approval and incorporation in the Contract with the County. In this section, Bidder shall state the

charges that it proposes to set for its services listed in [Attachment 5 \(page 80\)](#) and shall provide information justifying those charges. The rates will be considered inclusive of supplies and equipment utilized during patient care.

Minimum: In setting charges, the Bidder must use the assumptions stated below, in order to allow equitable comparisons among various proposals. If the Bidder believes that any of these assumptions would lead to charges set by the Bidder that are too high or too low, the Bidder may so state and shall then explain what changes should be made to the assumptions or to the proposed charges, in order to set the charges at a more appropriate level. The assumptions to be made by the Bidder and other considerations that shall enter into the setting of charges are as follows:

- 1) **Number of calls/transport:** The estimated number of annual transports is provided in Table 5 for purposes of proposing and evaluation only. No guarantee of future revenues or results is made.

Service Type	Transports
9-1-1	48,000

Table 5

Please see [Attachment 1 \(page 68\)](#) for the historical response and transport data as provided by the current ambulance providers; again, no guarantees or promises to the accuracy of the data are provided. Bidders are encouraged to review CAD data provided to further ascertain the most accurate information.

- 2) **Mileage:** An average of 6.0 transport miles shall be assumed for the purposes of evaluating the proposals.
- 3) **Base rate:** Assume that charges shall be consistent with the level of service provided to the patient, not the level of readiness provided by the Contractor. This will be a bundled base rate including all supplies and equipment other than oxygen. For the sake of the budget required, assume 75 percent of all 9-1-1 transports are ALS, 25 percent BLS.
- 4) **Non-transport rate** Bidders must propose a non-transport fee for circumstances where services are requested and provided at-scene but transportation is refused or unnecessary. Specific protocols should accompany the proposal.
- 5) **Oxygen:** Estimate 10% of all calls require oxygen
- 6) **Assignment:** All Bidders must agree to accept assignment from Medicare and Medi-Cal.
- 7) **Average charges:** The Bidder shall calculate the average charge per call that would occur if the charges set by this RFP and the charges proposed by the Bidder were implemented. The computation must use standard formulas for such computation and must use the assumptions set forth above regarding call volumes and frequency of the various charges. The computations must be set forth in this section.

(I) Commitment for Clinical Quality/Innovation

In this section, the Bidder demonstrates the level of clinical sophistication that will be possessed by its field and management staff. The LEMSA is placing a significant emphasis (and related proposal scoring weight) to the clinical sophistication of the provider. There is data-driven research justifying certain care paths in a timely manner for EMS patients. Contractor will need to demonstrate a significant commitment to field, supervisor, and manager resources to drive clinical excellence through training, education, proactive steps, retrospective chart reviews, etc. Specifically detail the percentage of time budgeted for each supervisor and manager related to quality.

1) Commitment to Clinical Quality

The Bidder shall prepare a continuous quality improvement (CQI) plan meeting the standards consistent with the LEMSA Policy 120, California Code of Regulations title 22, Chapter 12, Section 100400, and the California EMS Authority System Model Guidelines. The plan shall describe:

- (a) new hire training and orientation;
- (b) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;
- (c) continuous learning and development of staff and management;
- (d) service to all internal and external EMS providers and customers;
- (e) commitment to participate in and contribute to the LEMSA CQI process; and
- (f) commitment to cooperate with system research.

The plan shall include internal mechanisms such as: Contractor medical director, CQI manager, CQI committee structure and process, prospective training and education efforts, concurrent and retrospective review, establishment of performance indicators and development of personnel performance improvement plans, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution, and the documentation and tracking of implementation strategies and outcomes.

- (g) Required interfaces
 - (1) County of Ventura
 - (2) Base Hospitals, Receiving Hospitals, and Specialty Care Centers
 - (3) First Responder Agencies
 - (4) Communications Center
 - (5) Public Health
 - (6) Law Enforcement Agencies

Additionally, this program shall include the following elements:

- (h) Patient Rights
The Bidder shall include a policy on the client/patient rights which shall, at a minimum, provide the following:

- (1) fast, effective medical treatment and transportation to a facility of their choice (unless this conflicts with LEMSA policies), regardless of ability to pay;
- (2) full information regarding the immediate treatment needed with the right to refuse any treatment or service;
- (3) full explanations of bills about which the patient has questions;
- (4) confidential treatment of medical records;
- (5) listening to patients during transport or later and answering all questions promptly;
- (6) billing insurance or third-party payer as part of the service to the patient;
- (7) charity care policies and thresholds (e.g., 300 percent of Federal Poverty Level) for patient bill write offs and discounts; and,
- (8) retention of patient records and patient access to their records.

Copies of these policies shall be described in the Bidder's proposal.

2) Performance Measures

As part of the service delivery, the LEMSA desires to improve patient outcomes by identifying, monitoring, and implementing performance measures that are data-driven and clinically proven to be effective (see Contractor Report Card, [Attachment 6, page 81](#)). Describe Bidder's current efforts and results to implement clinical quality improvements that have increased performance measures.

In addition to the Contractor Report Card, the LEMSA is identifying "System Vital Signs" across all aspects of prehospital care (e.g., public, dispatch, first responders, hospitals) that may show the effectiveness of the EMS system overall. The Contractor is expected to participate in the data gathering to accomplish this goal.

It is expected that the Bidder will play a vital role improving the overall EMS system clinical standards through meeting and exceeding the key performance indicators within the Contractor Report Card. The selected medical director shall have the necessary local experience working with EMS crews to oversee a strong clinical program with excellent care review and field crew education.

3) Innovation

The EMS stakeholders are committed to constantly reviewing and improving EMS services for the community. Bidder shall describe its role in other operations providing innovation, and striving to meet the needs of the community. Ultimately, the EMS system must do what is right for the patient and the selected Bidder will be a critical partner in that endeavor.

Minimum: Bidder shall agree to partner with the LEMSA and its EMS stakeholders to review and improve the EMS system. As other best practices are implemented locally, Bidder shall agree to share information and support these programs. This includes being an active participant with any EMS innovation committees established by the LEMSA and its EMS stakeholders. If a program has an impact on expenses and/or revenue, such as a decrease in transports, Contractor agrees to negotiate with LEMSA for a "net zero" change in profit margin.

(m) Bidder's Qualifications

Bidder shall provide a concise statement demonstrating that the Bidder's organization has the qualifications, experience, and capability to perform the requirements of this proposal. The following sections must be included:

- 1) History
Provide a brief history of your organization, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, government entity, or other type, and the date it was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your organization in the past five (5) years within this service area.
- 2) Background and Experience
A summary of relevant background information describing your organization's experience of major accomplishments and/or activities like the requirements set forth under this proposal, which demonstrates your organization's ability to provide the service described in your response.
- 3) References
Specifically related to the organization's current and existing:
 - a) Contracts
 - b) Clinical performance as an ALS provider
 - c) Quality assurance/improvement program effectiveness
 - d) Response-time performance
 - f) Vehicle maintenance and replacement program
 - g) Relationships with first responder agencies
 - h) Organization's local and/or national reputation as a provider of ALS services
 - i) Relationship with labor organizations

Note: Letters of reference must include the following:

- a) Be signed and dated by the author
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Bidder
- c) Describe the extent to which the author/organization is familiar with the Bidder and the Bidder's work/performance

Note: Letters of reference will not be supplied by or considered from the County staff members.

(n) Performance Security Method

Bidder shall describe in detail its intended method of satisfying the performance security requirements as identified in the RFP as detailed in Section 5.1.

(o) Contract Provisions

The County and the LEMSA reserve the right to make further, non-substantive refinements to the final Contract as necessary (e.g., required reports, frequency/format of reports, community education specifics, definitions, clarifications, clinical and performance standards).

Section 8: Award, Selection, and Evaluation Criteria

8.1 Basis of Award

Award will be made to highest scoring Bidder as it provides the best value to the County. The County shall not be obligated to accept the lowest cost response.

The County reserves the right to reject any or all responses that are not compliant with the terms of this solicitation, to waive any informalities in the proposal and minor irregularities, technical defect or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not be confined to cost alone. Any proposal rejections or waivers of response informalities, minor irregularities, technical error defects, or clerical errors shall be applied consistently and objectively for all Bidders. False, incomplete, or non-responsive statements in connection with the response may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

The County reserves the right, at any time, to cancel or discontinue with the proposal process and reject any or all responses.

8.2 Selection of Response

An Evaluation Committee will be established to evaluate the responses consisting of recognized EMS system experts selected by the County. All Evaluation Committee members will be thoroughly screened for conflicts of interest. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to be forwarded to the Board of Supervisors based on the evaluation of all elements to this proposal. Selection will be based upon the response that receives the best overall score based on the evaluation criteria of the County's needs.

8.3 Evaluation Criteria

The Evaluation Committee will consider only those responses which have been considered responsive to the RFP. Any response which fails to meet the requirements of the RFP using the same consistent and objective criteria for all proposals will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the subcontractors' references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a response; and seek and review any other information deemed pertinent to the evaluation process. Overall, the Bidder shall agree to provide any other information the County determines is necessary for an accurate determination of the prospective Contractor's qualifications to perform services. The County may ask and Proposers shall respond to clarifying questions regarding any portion of their Proposal.

8.4 Proposal Evaluation Process

A. Evaluation Committee

The Evaluation Committee may include non-voting subject matter experts from Ventura County including but not limited to: Public Health Director, (non-bidding) public safety representative, and other technical consultants as may be determined appropriate. Subject matter experts will not score the RFPs and will only provide local expertise as

requested by the evaluators to fully appreciate the benefits or damages of any specific proposal components.

B. Conflict of Interest

All Evaluation Committee, advisory group members, and other parties involved with the review of responses shall be carefully screened by County for potential conflicts of interest. Each evaluation participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County. Those potential evaluation participants with a material conflict of interest, as determined by the County, will not be allowed to participate in the evaluation process.

C. Evaluation of Responses

All responses must specify capabilities to meet or exceed credentialing standards. Each response must provide enough information to demonstrate that the Bidder has the level of credentials, scope of service, and financial capabilities for this Contract to complete an initial screening and evaluation process. Each member of the Evaluation Committee, except the non-voting subject matter experts, shall score the individual responses. At the discretion of the Evaluation Committee, a presentation by the bidders may be requested by the Chief Procurement Officer. If requested, each Bidder will be allowed forty-five (45) minutes of presentation and up to ninety (90) minutes of questions and answers by Evaluation Committee members.

Bidders may include up to eight (8) staff persons; however, at a minimum the chief executive officer or equivalent, chief financial officer, and anticipated manager of the EOA shall be present. The order of presentations will be determined by random draw.

Bidder presentations are not public meetings and attendance will be restricted to County staff, Bidder staff, subject matter experts, and the Evaluation Committee.

The Evaluation Committee will not allow any public testimony or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a response or to obtain additional information necessary to properly evaluate a response. The Evaluation Committee shall make its recommendations to the County which may include that any or all responses be rejected.

D. Scoring Process

An initial review of all responses by the County or its designee for completeness and a review of credentials (pass or fail) will be conducted before any response is reviewed by the Evaluation Committee.

Response submissions in regard to each scoring category shall be scored by each Evaluation Committee member, except the non-voting subject matter experts. Responses will be rated individually allowing for more than one response to receive the same score per category; the only exception is the pricing of service category.

Rounding of scores shall be uniformly applied. Use of a decimal or fractional score may occur at County discretion across all proposals. Each proposal category will receive the allocated percentage points based on the following criteria:

Points Awarded	Description
100%	Excellent: The response successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor, and the element contributes appropriately to meeting the requirements of the criterion.
75%	Good: The response addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.
50%	Fair: The response broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.
25%	Poor: The response has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.
0%	Fail: The response fails to address the element in all aspects and its relationship to supporting the criterion.

The score for the pricing category will be determined following the formula provided below. The lowest price will be awarded the maximum points for the category. All other pricing proposals will receive a percentage of the maximum points equal to the difference between the Bidder's price and the lowest price proposed. For example, if the lowest price is \$900 and the next lowest is \$1,000, then the latter Bidder would receive 90 percent of the points allocated to this category (i.e., $\$900/\$1,000 = 90\%$).

Item	Quantity	Proposed Rate	Subtotal
9-1-1 Volume			
Transport Base Rate	48,000		
Mileage (6 miles)	288,000		
Oxygen (10%)	4,800		
Total			
Cost Per Transport (total/transport volume)			

If two or more bidders receive the same combined number of points from the Evaluation Committee, the Bidder with the lowest cost per transport will be considered the highest scoring.

E. Ranking and Weighing of Proposals

It is the County's intent to select a Bidder based on the highest scoring proposal.

Section	Possible Points	
Credentials, Experience, and Local Management Team	70	17.5%
Compensation Package and Working Conditions	20	5%
Incumbent Work Force	20	5%
Response-Time Commitment	20	5%
Fiscal Strength	20	5%
Equipment Maintenance and Management	20	5%

Section	Possible Points	
Billing/Collection Program and Data Integration	20	5%
System Status Plan/Unit Hour Commitment	20	5%
Integration with Existing EMS Stakeholders	60	15%
Commitment to EMS System and the Community	20	5%
Proposed Patient Charges	40	10%
Commitment for Clinical Quality/Innovation	70	17.5%
Total	400	100%

Table 6

F. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Bidder is deficient. It is in the Bidder's interest to submit a complete and accurate proposal.

G. Submission of Additional Information

Any Bidder may be asked to provide clarification and/or answer supplemental questions. County staff or its delegate may continue to undertake additional investigation during and after the response review process to verify claims made by the recommended Bidder during the response evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries, or any other reasonable means of determining the accuracy and completeness of information supplied by the Bidder.

If the Bidder receiving the Notice of Intent of Award refuses or fails to accept the Contract, the County may award the Contract to the remaining bidder whose proposal has the next highest score. Alternatively, the County may reject all the remaining proposals.

H. Required Pre-Contract Bond to Ensure Execution of Contract

Upon recommendation by the County staff or designee and at the discretion of the County, the recommended Bidder may be required to post a \$100,000 bond within fifteen (15) days after the notifying the Bidder of his or her recommendation to the Board. The purpose of the bond is to ensure the negotiation in good faith of a completed Contract with the recommended bidder. The bond will be returned to the recommended Bidder upon approval of the Contract by the Board of Supervisors.

I. Rejection of Proposals

The County reserves the right to reject any and all responses with cause or that do not meet the requirements of this solicitation.

J. Disposition of Proposals

All materials which are submitted in response to the RFP will become the property of the County. All materials submitted to the County may be subject to the State of California's Public Records Act.

8.5 Notice of Intent to Award

A "Notice of Intent to Award" to the successful Bidder will be sent to all participating Bidders upon Evaluation Committee's recommendation to initiate Contract negotiation. This "Notice of Intent to Award" will be posted in the online bidding platform.

8.6 News Releases

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

8.7 Debriefing

A debriefing shall be conducted upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's General Services Agency-Procurement Services, 800 S. Victoria Ave., L#1080, Ventura, CA 93009 within three (3) working days following the County's release of the "Notice of Intent to Award." Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee's determinations of your organization's submitted response as it relates to the evaluation criteria as stated herein above. The debriefing may be held, at the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting unsuccessful bidders to the County's RFP is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

8.8 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Chief Procurement Officer, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080. The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the Notice of Intent to Award. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor;
 - 2) The signature of the protestor, or protestor's authorized representative;
 - 3) The solicitation or contract number; and
 - 4) A detail statement of the legal and/or factual grounds for the protest.

The County Chief Procurement Officer reserves the right to refuse to hear protestors who have not followed the above procedures.

Section 9: Signature Forms

Form 1: Signature Page

(BIDDER TO COMPLETE AND PLACE IN FRONT OF RESPONSE)

INDIVIDUAL/ORGANIZATION _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

"I certify that I have read the requirements pursuant to the submittal of a Request for Proposal (RFP) and will comply, unless otherwise noted by exception herein, as of the date and time of close of this proposal."

Authorized Representative - Name Title

Signature Date

Business License No.: (Ventura City) _____

(Ventura County) _____

Professional License No.: _____

Taxpayer Identification No.: _____

Form 2: Declaration of Minimum Qualifications

A prospective Bidder must have the experience, a good performance record and the capacity to perform the required services to qualify as the contractor. The following list of qualifications and request for information is necessary to evaluate a prospective Bidder's qualifications. Prospective Bidders must submit all information requested in this section. Prospective bidders must meet all of the contractor qualifications to be considered.

A. General Qualifications

Applicant agency:

1. Demonstrated experience as an ALS ambulance service provider to populations over 250,000 residents or equivalent experience in a single contiguous area.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

2. Is an organization that can adequately staff and train employees to perform required services or demonstrates capability for recruiting such staff.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3. Complies with applicable Federal, State and Ventura County's local laws and regulations regarding equal opportunity requirements.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

4. Provides services that benefit Ventura County residents.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

5. Is able to provide evidence upon request that it has or can obtain all insurance required by the County of Ventura.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

6. Is able to provide the County with accessible, multiculturally competent services.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

7. Is able to leverage funds to provide services for the length of the contract.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

B. Statement of Experience

Complete the following:

1. Complete business name and address:
2. Legal entity by which a proposal will be submitted:
3. Number of years in business under the present business name, as well as any related prior business names:
4. If, during the last two years, any contract was terminated prior to the original termination date of a contract, failed to complete a contract, or refused to complete a contract, complete a-d for each such contract. Use additional sheet if needed.
a. Date of completion of contract:
b. Type of services:
c. Duration of contract:
d. Reason for termination:

Form 3: List of Organizational Governing Board Members

Agency Primary Business Address (street, city, state, zip):

Name of Applicant Agency:

Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Form 4: Non-Collusion Declaration

**COUNTY OF VENTURA
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, _____, am the
(Print Name)

_____ of _____,
(Position/Title) (Organization)

the party making the foregoing Submission, affirming that this Submission is not made in the interest of, or on behalf of, any undisclosed person, business or other entity; that this Submission is genuine and neither collusive nor bogus; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a bogus Submission; and has not directly or indirectly colluded or arranged with any other Respondent or anyone else to submit a bogus Submission, or that any other Respondent or anyone else shall refrain from submitting a Submission; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with any other Respondent or anyone else to fix the Submission price of the Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of the Submission price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; that all statements contained in this Submission are true; and that the Respondent has not, directly or indirectly, submitted his/her Submission price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, business, bid depository or other entity, or to any member or agent thereof to effectuate a collusive or bogus Submission or Submission price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Signature)

(Date)

Section 10: Attachments

Attachment 1: EMS Data

EMS Transports

All 9-1-1 transports are currently performed by the contracted EOA provider, (Figure 1).

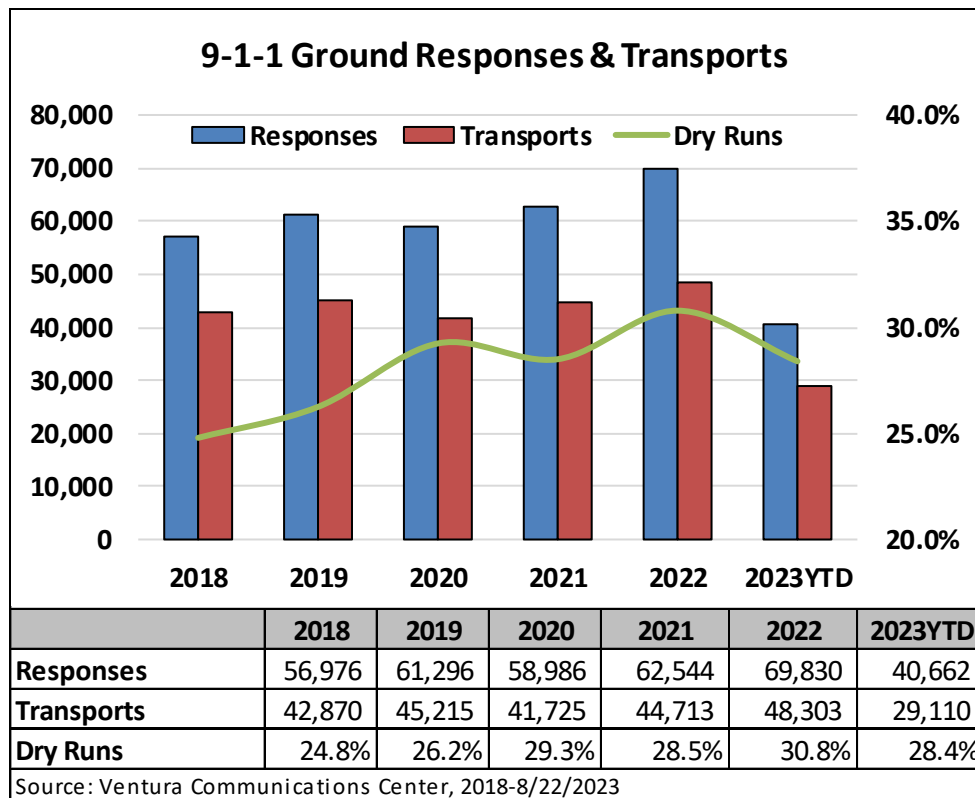


Figure 1

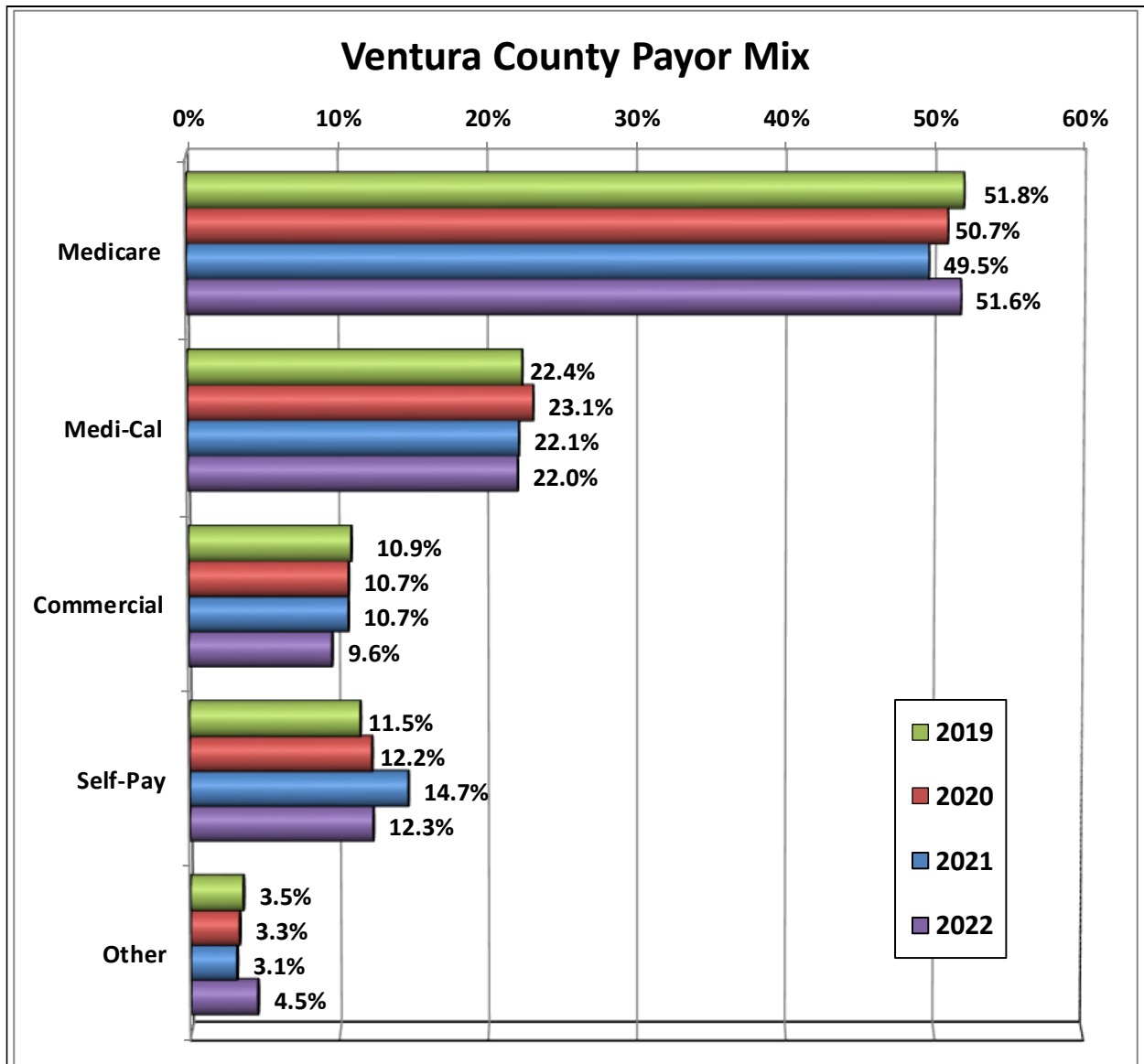
Data obtained from the California Office of Statewide Health Planning and Development (OSHPD) shows Emergency Department (ED) visits to hospitals in the County (Figure 2).

ED Hospital Visits				
Facility	2019	2020	2021	2022
Community Memorial Hospital-San Buenaventura	54,310	36,020	41,494	52,904
Ventura County Medical Center	26,893	24,170	25,849	30,621
Los Robles Hospital & Medical Center	41,921	32,218	36,056	43,119
Ojai Valley Community Hospital	8,104	6,352	7,320	8,432
St. John's Pleasant Valley Hospital	21,469	16,745	19,763	23,119
Ventura County Medical Center-Santa Paula Hospital	10,859	10,078	10,883	14,605
Adventist Health Simi Valley	23,695	25,523	28,368	32,200
St. John's Regional Medical Center	48,397	35,424	39,896	47,542
Total	235,648	186,530	209,629	252,542

Source: OSHPD Annual Utilization Data

Figure 2

Figure 3 reflects the 9-1-1 payor mix for the current provider, who serves the entire EOA/County.



Payor Mix				
Payor Type	2019	2020	2021	2022
Medicare	51.8%	50.7%	49.5%	51.6%
Medi-Cal	22.4%	23.1%	22.1%	22.0%
Commercial	10.9%	10.7%	10.7%	9.6%
Self-Pay	11.5%	12.2%	14.7%	12.3%
Other	3.5%	3.3%	3.1%	4.5%
Total	100.0%	100.0%	100.0%	100.0%

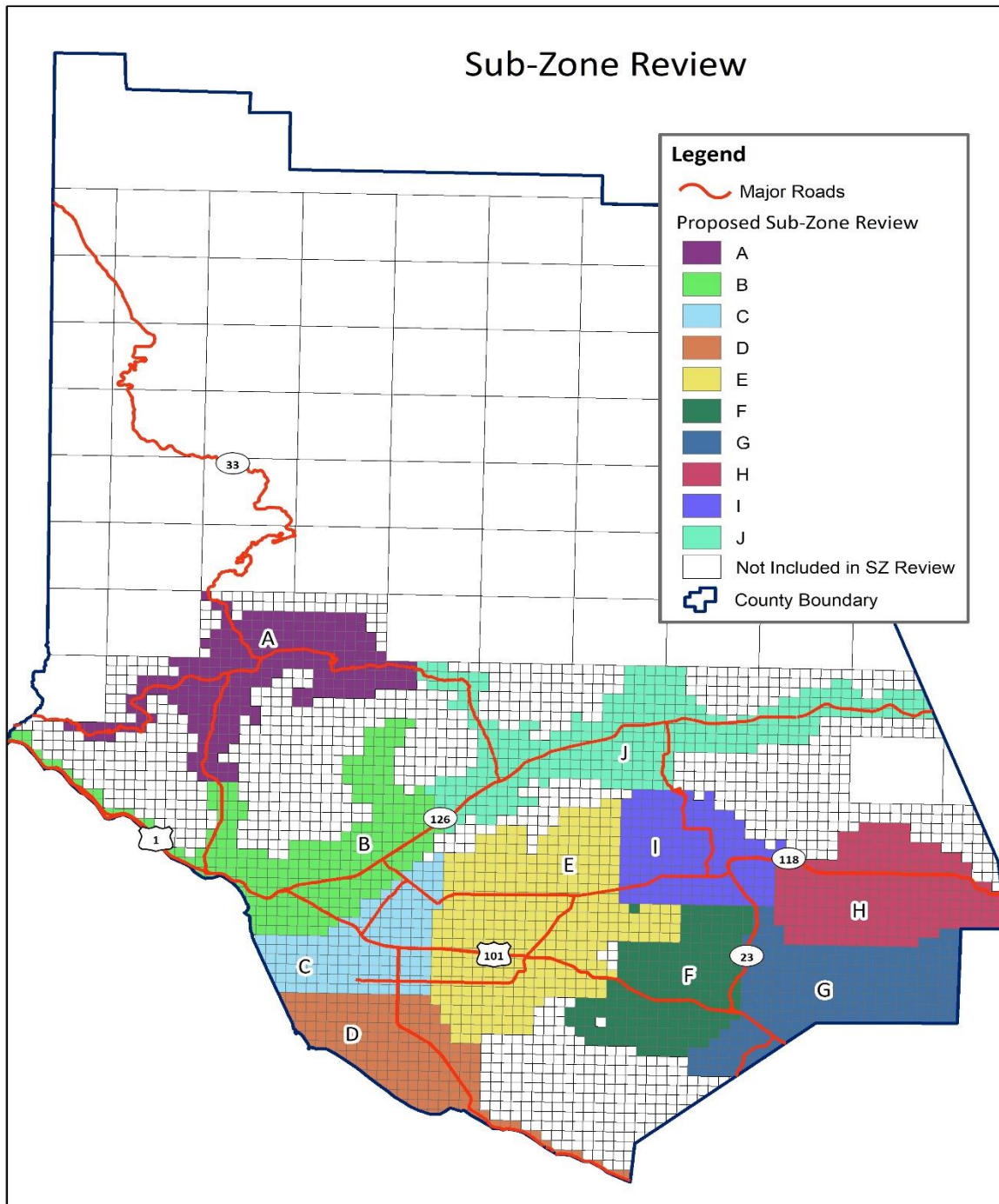
Source: Existing provider

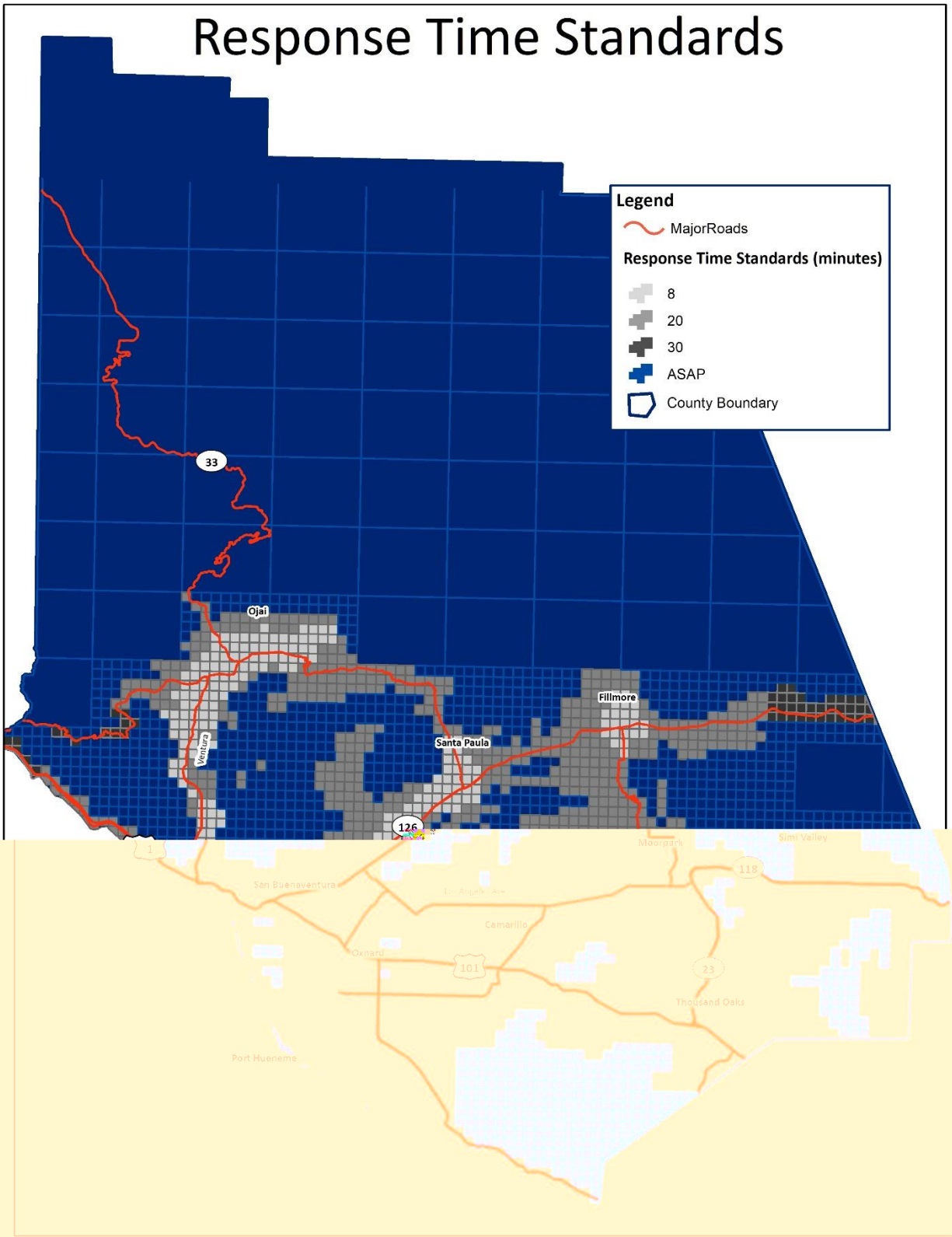
Figure 3

Attachment 2: EMS Maps

EOA Response Time Standards and Geographic Zones

There are four existing response zone time standards based on population density across seven EOAs in Ventura County. With the combination to one EOA, the existing response time standard types will remain and geographic zones are being added to prevent significant variation between regions.





Attachment 3: RFP Definitions

Contract - Comprises the Request for Proposal (RFP), any amendment thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

American Institute of Certified Public Accounts (AICPA) – Association representing the accounting profession that sets ethical standards and auditing standards.

Auditor-Controller’s Office - Charged with the establishment and supervision of the accounting and financial operations of all activities under the control of the Board of Supervisors.

Bidder – A person, partnership, firm, corporation, organization, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract. Also: proposer, vendor, or respondent.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder’s response to compensate the County for damages it might suffer if successful Bidder refuses to execute the Contract that may be derived from their response. Generally, it is 10% of the amount of Bidder’s bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the “Scope of Work.” The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect subcontractors and suppliers. It ensures that the surety backing the bond will pay the subcontractors and suppliers if the general Contractor does not.

Closing Date/Time – The day and time by which the RFP must be received by County.

Consumer Price Index (CPI) – Monthly data on changes in the prices paid by urban consumers as prepared by the U.S. Bureau of Labor Statistics.

Contract - Comprises the Request for Proposal (RFP), any amendment thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

Contractor – The Bidder awarded the Contract derived from this RFP. The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Contract Administrator – The LEMSA is the Contract Administrator and will be the single authority to act for the County under the Contract.

County – The County of Ventura, a political subdivision of the State of California. County incorporates the Board of Supervisors and all services, agencies and departments within the County of Ventura, including the General Services Agency/Procurement Services, Department of Public Health and Emergency Medical Services (EMS) Agency.

County Procurement System – The online portal with the address <https://ventura.bonfirehub.com/>

Evaluation Committee – A committee established to review, evaluate, and score bid proposals so that the County can recommend the Contract award.

Formal Date of Award – Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Intent to Bid - Notice from a vendor of intent to participate in the RFP

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

LEMSA – Local EMS Agency; see Ventura County EMS Agency.

Notice of Intent to Award – Publicly posted notice from County to all participating Bidders advising them of the intended decision to award a Contract to the apparent successful Bidder as recommended by the Evaluation Committee.

Portable Document Format (PDF) – Commonly referred to as Adobe Acrobat format.

Prime Contractor – The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline – The closing date associated with this proposal.

Procurement Services - Procurement Services procures goods and services for the County. Procurement Services is a division of the General Services Agency.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Request for Proposal (RFP) – This solicitation for emergency ground ambulance services within Ventura County.

Scope of Work – The mutually agreed to document which describes tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Self-Insurance Retention (SIR) – Self-insured policy.

Subcontractor – Any person, entity, or organization to which Contractor or County has delegated any of its obligations hereunder.

Vendor - A person, partnership, firm, corporation, or joint venture submitting a bid or response for the purpose of obtaining a County Contract. Also Bidder.

Attachment 4: EMS Definitions

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital 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) – Patients refusing treatment and/or transport even when the EMT or paramedic is recommending there is a need for care.

ALS Unit – An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT-1 and one EMT-P.

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

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Automated External Defibrillation (AED) – A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Average Response Time – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – The time when a unit communicates to dispatch that it has arrived at the dispatched location or address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. 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.

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

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation to manually preserve intact brain function.

Commission on the Accreditation of Ambulance Services (CAAS) – A group that encourages and promotes quality patient care in medical transportation systems. CAAS is an independent commission that established a comprehensive series of standards for the ambulance service industry.

Computer-Aided Dispatch (CAD) – A system consisting of associated hardware and software 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.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

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

Diagnostic Related Group (DRG) – A bundled collection of billing codes that represents a specific injury or illness.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

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

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and who has a valid license issued pursuant to California Health and Safety Code.

Enroute Time (Out of Chute) – The elapsed time from unit alert to unit enroute. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

First Responder – An agency 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 Responder ALS (FRALS) – Non-transport units that provide ALS level of service staffed by at least one paramedic.

Fractile Response – A method of measuring ambulance response times in which all applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a 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 answered in less than eight minutes, while only 10 percent take longer than eight minutes.

Full Costs – The total costs including baseline plus marginal costs to achieve a new program.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

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

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

Institute for Health Improvement (IHI) – Organization known for healthcare expertise, help, and encouragement for change in healthcare, including the creation of the Triple Aim objective.

Interfacility Transports (IFT) – Ambulance transports between healthcare facilities, typically non-emergency.

Inter-Governmental Transfer (IGT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of managed care Medi-Cal members.

Intervention Time – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

LEMSA – Local EMS Agency; see Ventura County EMS Agency.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would stress the system, including delays in treatment of patients with relatively minor injuries or illnesses. See LEMSA Policy 131 for complete description.

Medical Director – shall mean the Ventura County EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid – shall refer to: 1) responses into the Ventura County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the Ventura County EOA for the purpose of assisting the ground transport provider in an adjacent service area.

National Fire Protection Association (NFPA) – A trade association that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments, including ambulance design and safety.

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

Non-Emergency Call – Any request for service designated as non-life threatening by pre-established dispatch protocols, including the MPDS call type and LEMSA Medical Director guidance, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Ventura County shall be one (1) EMT-P and one (1) EMT-1.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

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

Priority Dispatching – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

Public Access Defibrillation (PAD) – A program that places automatic external defibrillators throughout communities.

Public Provider Ground Emergency Medical Transportation (PPGEMT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of Medi-Cal members.

Public Safety Answering Point (PSAP) – A government-operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Quick Response Vehicle (QRV) – A vehicle equipped per LEMSA protocols, but does not transport patients; often used as a FRALS unit.

Release at Scene (RAS) – Patients refusing treatment and/or transport when the paramedic agrees there is no need for care.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Return of spontaneous circulation (ROSC) – Resumption of sustained perfusing cardiac activity associated with significant respiratory effort after cardiac arrest.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

Standby Service – The dispatch of an emergency ambulance unit(s) by County Dispatch or other PSAP authorized by the County at the specific request of a public safety agency to a position of immediate availability.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period, by the number of unit hours (hours of service) produced during the same period. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work 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.

Ventura County EMS Agency – The local EMS agency (LEMSA) empowered by the Ventura County Board of Supervisors, to plan, implement, and evaluate the EMS system, in accordance with state statutes and regulations, consisting of an organized pattern of readiness and response services based on public and private agreements and operational policies and procedures.

Workload – measure of work performed by on-duty units during any given period.

Attachment 5: Current Rates and Fees

Pursuant to Ventura County Ordinance Code Section 2423-3, the following constitutes the schedule of maximum rates that may be charged, effective July 1, 2023

EMERGENCY AMBULANCE ADVANCED LIFE SUPPORT RATES

Charge	2023-24	Definition
Basic Life Support Base Rate		Transport from site of illness or injury to hospital as the result of a non-emergency request or for provision of BLS level services during any request for service.
Advanced Life Support Base Rate	\$ 2,628.00	Transport from site of illness or injury to hospital as the result of an emergency request or for provision of ALS level services during any request for service.
Mileage	\$ 70.00	Rate per mile from point of pickup to hospital. This charge is pro-rated among the patients if more than one (1) patient is transported.
Oxygen Administration	\$ 175.50	Charge made to patient for administration of oxygen and related adjuncts.

No charge is made for dispatch that is canceled or that results in no provision of prehospital care.

Note: There is currently no 9-1-1 BLS base rate as there is no 9-1-1 BLS service.

First Responder Advanced Life Support Agreements

First Responder Advanced Life Support Payments, 2022	
Fire Service	Total
SAN BUENA VENTURA CITY	\$661,377
VENTURA COUNTY	\$703,491
Total	\$1,364,868

Communications Center Dispatch Expense

\$1,246,829 (Estimated 2025)

LEMSA Oversight Expense

\$750,000 with annual increase based on regional CPI

Note: this includes the Contractor use of ImageTrend, FirstWatch, and DataMart.

Attachment 6: Report Card

Ventura County Transport Report Card				
Criterion	Score	Goal	Weighted Value	Score
Cardiac Arrest				
Code Stat review within 72 hours of event		90%	4%	-
End-tidal CO2 Recorded (eVitals.16)		90%	4%	-
Respiratory Distress Bundle (acuity levels 1, 2, 3)				
Total GCS Score Recorded (eVitals.23)		90%	4%	-
Pulse Oximetry Recorded (eVitals.12)		90%	4%	-
End-tidal CO2 Recorded (eVitals.16)		90%	4%	-
Chest/Lungs Assessment (eExam.08)		90%	4%	-
Use of albuterol when wheezing recorded (Pediatric)		90%	4%	-
Airway Management				
End-tidal CO2 Recorded (eVitals.16) on any successful ET intubation		90%	5%	-
Airway ETT Placement Verification recorded (itAirway.002)		90%	5%	-
Acute Coronary Syndrome Bundle				
ASA administration (eMedications.03)		90%	4%	-
First Medical Contact to ECG less than 15 minutes		90%	4%	-
STEMI Scene time less than 15 minutes		90%	4%	-
STEMI Center Prenotification (eDisposition.24)		90%	4%	-
Hypoglycemia				
Treatment for BG <60		90%	4%	-
Stroke				
Time last seen normal recorded (eSituation.18)		90%	4%	-
Vitals Stroke Scale Score Recorded (eVitals.29)		90%	4%	-
Scene time less than 15 minutes for positive stroke screen		80%	4%	-
Blood Glucose Level documented (eVitals.18)		90%	4%	-
Trauma				
Field Triage scale recorded (eInjury.01, eInjury.02, eInjury.03, eInjury.04, eInjury.09)		90%	4%	-
Scene time less than 15 minutes		50%	4%	-
Trauma Center Prenotification (eDisposition.24)		90%	4%	-
Safety				
Responses non-RLS Rate (NEMSQA Safety-01)		50%	4%	-
ePCR Submission Compliance				
High acuity (ROSC, STEMI, Stroke, Trauma) cases at time of drop off		95%	5%	-
Completed within 24 hours		100%	5%	-
Total Standards			100.0%	-

Green: Meet/Exceed Goal
Orange: 0-20% Below Goal
Red: >20% Below Goal

Liquidated Damage Relief	
Report Card Score	Relief
95-100	100%
90-94.99	75%
85-89.99	50%

Criteria

- 1) Measurable
- 2) Must be improvable
- 3) Reflect value to the patient

Attachment 7: 5-Year Budget Template

Respondent: _____							
	Jul 2025 - Jun 2026	Jul 2026 - Jun 2027	Jul 2027 - Jun 2028	Jul 2028 - Jun 2029	Jul 2029 - Jun 2030	Note	Reference #
I. Annual Revenue							
A. Patient Charges							
Private Pay	-	-	-	-	-		
Medicare and Medicare HMO	-	-	-	-	-		
Medicaid and Medicaid HMO	-	-	-	-	-		
Commercial	-	-	-	-	-		
Other Third Party							
B. Other (specify below)							
#1 _____	-	-	-	-	-		
#2 _____	-	-	-	-	-		
#3 _____	-	-	-	-	-		
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -		
(less Total expenses from Expense wksheet)	-	-	-	-	-		
Net Income	\$ -	\$ -	\$ -	\$ -	\$ -		
<i>Other Revenue: Include all other sources of revenue including QAF, GEMT, standby and special events, contract revenue, etc.</i>							
	Jul 2025 - Jun 2026	Jul 2026 - Jun 2027	Jul 2027 - Jun 2028	Jul 2028 - Jun 2029	Jul 2029 - Jun 2030	Note	Reference #
Source of Patient Charges:							
Transports							
Private Pay							
Medicare and Medicare HMO							
Medicaid and Medicaid HMO							
Commercial							
Other Third Party							
Total Transports	-	-	-	-	-		

Respondent: _____

	Category: D - Direct ID - Indirect IK - In-kind	Jul 2025 - Jun 2026	Jul 2026 - Jun 2027	Jul 2027 - Jun 2028	Jul 2028 - Jun 2029	Jul 2029 - Jun 2030	Note Reference #
II. Expense Category							
A. Personnel							
Paramedics							
Wages							
Benefits							
Over-time							
EMT-1s							
Wages							
Benefits							
Over-time							
System Coordinator							
Wages							
Benefits							
Over-time							
Administrative							
Wages							
Benefits							
Over-time							
Other Personnel (specify)							
Wages							
Benefits							
Over-time							
Subtotal		-	-	-	-	-	
B. Vehicles							
Gasoline/Fuel							
Repairs/Maintenance							
Equip. lease/deprec.							
Subtotal		-	-	-	-	-	

	Category: D - Direct ID - Indirect IK - In-kind	Jul 2025 - Jun 2026	Jul 2026 - Jun 2027	Jul 2027 - Jun 2028	Jul 2028 - Jun 2029	Jul 2029 - Jun 2030	Note Reference #
C. Med. Equip./Supplies							
Supplies							
Repairs/Maintenance							
Equip. lease/deprec.							
Subtotal		-	-	-	-	-	
D. Other							
Accounting							
Depreciation (not included above)							
Fees to County EMS							
Insurance							
Legal							
Maintenance - Bldg.							
Mental Wellness							
Outside Services (specify below)							
Rent/lease - Bldg.							
Supplies, office							
Taxes (specify type below)							
Training							
Travel							
Uniforms							
Utilities and Telephone							
Other (specify below)							
Subtotal							
TOTAL EXPENSES:							
<i>(Total linked to Revenue sheet)</i>							

Notes:

1. All expenses, both direct and in kind or indirect, must be listed.
2. Costs dependent on number of calls must be based on the supplied call volumes.
3. Other Personnel must be specified by major category (i.e. billing, dispatch, marketing, etc.)