Request for Proposal No. ICM-15-02
ePRO ICEMA 16 ICEMA 1836
EMS 9-1-1
Inyo County
Exclusive Operating Area (EOA) 4
Ground Emergency Medical (Ambulance) Transportation

(TERM OF CONTRACT: TEN (10) YEARS)

Inland Counties Emergency Medical Agency
1425 South D Street
San Bernardino, CA 92415-0060
February 12, 2016

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I. INTRODUCTION

A. Solicitation Language

ePro

Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) https://epro.sbcounty.gov/epro/. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn or retrieved, adjusted and re-submitted by the Contractor at the time prior to the scheduled deadline for submission of the proposal or bid.

Paper responses will also be accepted at the location identified in the solicitation, by mail or in person to the address listed in Section I, Paragraph F and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

B. Purpose

The Inland Counties Emergency Medical Agency, hereafter referred to as the "ICEMA", is seeking individual or combined proposals from interested and qualified Proposers to provide "Emergency Ambulance Service" defined as: "The services needed to provide urgent medical care at basic life support (BLS) or greater in a condition or situation in which an individual has a need for immediate medical attention at BLS or greater or where the potential for such need is perceived by emergency medical personnel, a public safety agency, or with respect to interfacility transfers - qualified medical personnel of the transferring facility. Any transportation needs pursuant to a request for an emergency ambulance - shall be deemed the providing of emergency medical services" for Exclusive Operating Areas (EOA), within ICEMA's Inyo County region.

C. Term of Contract

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV - Scope of Work. The anticipated Contract period will be for a ten (10) year period beginning on August 1, 2016, through July 31, 2026.

D. Minimum Proposer Requirements

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.

2. Be independent providers with no ties to any providers listed in the "Scope of Work" section of this document (Section IV).

3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.

4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

5. Proposer shall provide, as an attachment to the proposal, audited financial statements from a Federal or State licensed financial institution authorized to conduct business in California, and if applicable, annual reports to shareholders (last five years) and SEC 10K, 10Q, 8K (most recent 4 quarters) forms. (For volunteer entities audited by Inyo County, the annual County audit is allowable.) In addition, Proposer shall provide most recent credit rating from each rating agency that has issued a rating for Proposer within the last 120 days (from date of submission), which expectation may be waived for volunteer entities, if unavailable.

6. Proposer must be able to demonstrate the ability to provide EMS service as described in the Scope of Work (Section IV) through three (3) years' experience.

7. Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E.

8. Meet other presentation and participation requirements listed in this RFP.

E. Mandatory Proposal Conference

A mandatory proposal conference will be held on Tuesday, March 2, 2016, between 5:00 PM and 6:00 PM at the County Administrative Center, 224 North Edwards Street, Independence CA, in the Board of Supervisors Room.

Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.

F. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before 12:00 PM (Noon) on Monday, February 29, 2016, and directed to the individual listed in Section I, Paragraph G - Correspondence. All questions will be answered and both the question and answer will be posted on ICEMA's website.

G. Correspondence

All correspondence, **including proposals and questions**, are to be submitted to:

ICEMA
Attn: George Stone
1425 South D Street
San Bernardino, CA 92415-0060
(909) 388-5823 Phone
(909) 388-5850 Fax
George.Stone@cao.sbcounty.gov E-mail

Fax number and e-mail address may be used to submit questions only. **Proposals <u>will not</u> be accepted by e-mail or facsimile.**

H. Admonition to Proposers

Once RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph F - Questions.

I. Proposal Submission Deadline

Proposals or bids must be received no later than 12:00 PM (Noon) on Wednesday, April 27, 2016. Postmarks will not be accepted in lieu of actual receipt. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.

II. PROPOSAL TIMELINE

Release of RFP	February 12, 2016
Mandatory Proposal Conference	March 2, 2016
Deadline for Submission of Questions	12:00 PM, Monday, February 29, 2016
Deadline for Proposals	12:00 PM, Wednesday, April 27, 2016
Tentative Date for Contract Recommendation	Tuesday, May 17, 2016 during the Board of Supervisors meeting in Independence, CA

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit ICEMA to award a contract. ICEMA reserves the right to accept or reject any or all proposals if ICEMA determines it is in the best interest of ICEMA to do so. ICEMA will notify all Proposers in writing, if ICEMA rejects all proposals. ICEMA also reserves the right to terminate this RFP process at any time.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within 180 days after the proposal opening and up to the end of the contract period. ICEMA reserves the right to reject any or all proposals.

C. Best Value Evaluation Process

ICEMA realizes that conditions other than cost are important and will award contract(s) based on the proposal that best meets the needs of ICEMA, Inyo County, and its citizens. While cost may not be the primary factor in the evaluation process, it is an important factor.

ICEMA is not obligated to accept the lowest cost proposal. At ICEMA's discretion, considerations other than cost may factor into a decision as to which services provide the best value to ICEMA, Inyo County, and its citizens. Such considerations may include:

- Levels of service and system design proposed
- Relevant experience
- Past performance
- Environmental considerations
- Cost of service(s) provided
- Financial resources available to Proposer
- Financial (credit) rating of Proposer
- Any other relevant factors listed in the solicitation

D. Modifications

ICEMA reserves the right to issue addenda or amendments to this RFP if ICEMA considers that additional clarifications are needed.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time. Upon receipt, proposals shall be time-stamped with date and time received by ICEMA, and numbered with an identifiable proposal number. Proposals shall be secured in a locked receptacle until delivered for evaluation process. All proposals submitted prior to the above "Deadline for Proposals" shall be retained as part of the RFP process.

F. Incurred Costs

ICEMA is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

G. Negotiations

ICEMA may require the potential Proposer(s) selected to clarify a component or components which may include cost, technical, or other clarifications needed to make a decision.

H. Formal Contract

Proposer will be required to enter into a formal agreement with ICEMA. This RFP sets forth some of the general provisions which will be included in the Contract (Exhibit 4 - Sample Contract). In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and ICEMA agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment C - Exceptions to RFP.

I. Confidential Information

All proposals, bids and materials submitted become property of ICEMA. All proposals/bids received are subject to the "California Public Records Act". While ICEMA takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

J. Final Authority

The final authority to award contracts as a result of this RFP requires recommendation by the Inyo County Board of Supervisors with final authority resting with ICEMA's Board of Directors.

K. Pricing Discrepancy

In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

Please do not include any additional information that is not required by this Request for Proposal.

IV. SCOPE OF WORK

A. Background

Inyo County is situated on the eastern side of the Sierra Nevada range, encompasses 10,226.98 square miles of California. It is the site of both the highest point in the Continental US (Mount Whitney) and the lowest point (Death Valley). It has a population of 18,467 (2013

estimate) residences and a significant visitor population which travel to and through Inyo County utilizing US Highway 395 and State Highway 190 through Death Valley National Park.

Inyo County's EMS ground emergency medical (ambulance) transportation system is divided into nine (9) separate exclusive operating areas (EOAs) (see Exhibit 1). ICEMA seeks proposal for EOA 4 (Exhibit 2) for 9-1-1, 7-digit emergency response at ALS and/or BLS, and IFT at ALS, BLS and SCT and, standby services at ALS and BLS level of service.

B. Exclusive Operating Areas (EOAs)

Proposals are being sought for EOA 4 of Inyo County's designated emergency ambulance exclusive operating areas, which may be bid individually or collectively.

- EOA 4 - Lone Pine
  - North - Aqueduct crossing at George's creek, Hwy 395
  - South - Cottonwood Creek, Hwy 395
  - East - Towne's Pass, Hwy 190
  - West - Roads end
  - 99:59 response zone

C. Specific Requirements

1. Single proposals are for emergency ambulance service. Upon recommendation of the Inyo County Board of Supervisors, ICEMA will contract with one or more public or private providers to provide this service in this EOA. Contractor shall be required to respond to all emergency medical calls within EOA 4 when requested by an ICEMA authorized medical dispatch center and all ground emergency ambulance service requests. Notwithstanding any other provision of this RFP, ICEMA may allow air transport of patients when such transport is deemed to be medically in the best interest of the patient(s).

2. Successful Bidder shall also provide standby services at the scene of an emergency incident within its stated EOA when directed by Inyo County's Medical Dispatch Center (ICEMA's designated communications dispatch center) or upon request of a public safety agency. A ground ambulance placed on standby shall remain on standby unless requested to respond to a 9-1-1 call by ICEMA's designated communications dispatch center.

3. Successful Bidder understands and agrees, that performance shall be evaluated monthly and annually by ICEMA and/or their designee to include a report that shall be submitted to ICEMA and Inyo County's Emergency Medical Care Committee (EMCC). This report shall be included in the EMCC's report to Inyo County's Board of Supervisors. The following at a minimum shall be included:
   a. Response time performance
   b. Clinical encounter data
   c. System enhancements
   d. Provider challenges as may exist
   e. Clinical/technology issues

D. Response Time Standards and Compliance Requirements

1. Contractor shall be contractually responsible for meeting the performance metrics and standards as specifically identified in this RFP, Proposer's proposal and as further clarified in Contractor's contract with ICEMA.

It is ICEMA's goal of 100% on-time response time compliance. ICEMA recognizes that due to geographical and economic considerations and constraints this may not always be achievable, however; ICEMA remains committed to response time compliance at or near 100%.

2. It is the expectation of ICEMA, that performance standards included in proposal, are minimum obtainable performance metrics and that those standards shall be met consistently without failure.

3. ICEMA response time standards require emergency ambulance response within 9:59 minutes of receipt of call for responses within the designated urban areas, within 29:59 minutes in designated rural areas, and 99:59 minutes in designated wilderness areas as identified in Exhibit 2 and 3.

4. If applicable, Contractor shall submit a monthly report of the previous month's response time performance as provided for in Contractor's contract and as included in Exhibit 4 - Sample Contract.

E. Ambulance Service Delivery Plan (SDP)

1. Proposals shall include a deployment plan that identifies work schedules, station locations, posting locations, and move up information that satisfactorily demonstrates Proposer's ability to meet response time performance requirements.

   Proposer's SDP shall outline BLS, ALS and SCT resources to be deployed:

   a. By hour of the day, day of the week, week of the month, month of the year schedule.
   b. By level of service proposed (by response time zone, sub-zone, etc.).
   c. Must provide specific plan for handling multiple 9-1-1 calls for service within EOA and/or multiple EOAs. This plan must include whether Proposer will provide on-call personnel and backup equipment "Second out", or mutual aid services. Additionally, Proposer <u>must</u> provide costs associated with "Second out" resources for each EOA bid.
   d. Where Proposer believes that ALS cannot be provided on a 24/7/365 schedule, or where ALS units would not be deployed due to financial realities, Proposer must explain why and demonstrate an adequate alternative response model and level of response.

2. Due to the rural/wilderness makeup of a large part of Inyo County, its diverse geography and low community density, Proposers are encouraged to develop and present innovative delivery systems in which to provide EMS assessment and emergency ambulance service which meet response time minimums, provides for financial sustainability of Proposer's operations, and addresses impacts expected upon full implementation of the Affordable Care Act (ACA). ICEMA invites Proposers to propose alternative delivery systems for BLS/ALS transport within State Regulations that provides cost savings and maintains or strengthens revenue streams for providers within the proposed EOA(s).

3. Successful Bidder's resources for emergency medical response under the terms of this RFP shall be dispatched only within Contractor's assigned EOA, or as directed by the ICEMA's designated communications dispatch center(s) (Mutual Aid, Auto Aid, etc.), or in compliance with established ICEMA's Policies and Protocols.

4. Successful Bidder is required to respond to all emergency 9-1-1 requests with lights and sirens (Code 3) unless otherwise directed by ICEMA's designated communications dispatch center(s).

F. Vehicles

1. Proposal shall provide exact specifications of ambulance, response vehicles, and support vehicles as proposed in RFP submitted to include:
   a. Make (Ford, Chevy, Dodge, Sprinter, etc.)
   b. Year (model year and date of manufacture)
   c. Model (manufacture's model)
   d. Type (ambulance I, II, or III), (engine, brush engine, truck, squad, utility vehicle, etc.)
   e. Drive (2WD, 4WD, SRW, DRW)
   f. Weight (empty VW), (rated GRVW), (light duty, medium duty, heavy duty)

2. Proposer agrees to provide all responding and support vehicles with communications equipment to ensure interoperability as currently exist and an acceptable form of GPS as may change from time to time.

3. Proposal submissions shall include Proposer's vehicle and equipment maintenance program(s) which demonstrate Proposer's ability to provide safe, clean, and reliable vehicles for patients and EMS personnel.

4. Proposer shall demonstrate compliance with ambulance vehicle standards as identified in Title XIII, California Code of Regulation and California Vehicle Code.

G. Equipment and Supplies

Required equipment and supplies shall comply with ICEMA Reference #7010 - BLS/LALS/ALS Standard Drug & Equipment List, as it exists now or may change from time to time.

Proposer may propose modifications to ICEMA Reference #7010 - BLS/LALS/ALS Standard Drug & Equipment List, if such modifications are reasonable and appropriate for innovated response asset being proposed and as identified in SDP.

H. Personnel

1. Successful Proposer shall be required to:
   a. Offer employment in substantially similar positions to all incumbent personnel who are qualified, insurable, pass drug testing, pass DOJ Live Scan and background checks, and any specific job requirements.
   b. Incumbent workforce shall retain their original hire date for purposes of seniority, bidding shifts and benefits.
   c. Wage and benefit program shall be comparable to existing programs.
   d. In compliance with ICEMA Reference #1090 - Criminal History Background Checks (Live Scan), any EMT and A-EMT will be required to Live Scan for ICEMA.

2. ICEMA requires ALS ambulances be staffed with one (1) ICEMA accredited/California licensed Emergency Medical Technician - Paramedic (EMT-P) and one (1) certified Emergency Medical Technician (EMT) field personnel. BLS ambulances shall be staffed with two (2) California certified EMTs. This provision is subject to such exemptions as may be allowed by law permitting a non-EMT driver.

3. Proposer shall provide copy of its current critical incident stress debriefing procedure for its employees. Procedures shall be submitted as an attachment to the proposal.

4. Proposer shall submit its procedure to provide advice and assistance to employees with drug and/or alcohol related problems.

5. Proposer acknowledges that if awarded, it is the Successful Bidder's responsibility to ensure that all EMS personnel are appropriately credentialed to respond to emergency medical requests in compliance with ICEMA policies, State rules and regulations, and Federal laws, as they may apply.

6. Successful Bidder shall provide personnel with equipment necessary to provide protection from illness or injury when responding to an emergency medical request and/or during anytime in the continuum of care, treatment and transport.

I. Records, Reports and Reporting

1. By submitting a proposal, proposer agrees to comply with ICEMA policies and procedures regarding submission of records, data, reports, etc. Proposer further agrees that requested information will be submitted in the form and/or format as may be required by ICEMA now or as may change from time to time.

2. By submitting a proposal, proposer further agrees to utilize and comply with ICEMA's data system including ePCR, and submission requirements as they now exist or may change from time to time.

J. Training and Continuing Education

Proposer shall submit their program for assuring field personnel are prepared to respond on emergency requests through orientation, in-service training and continuing education (CE). This program shall comply with any and all local (ICEMA), State and Federal requirements as they exist now or may change from time to time, and linked with and responsive to Contractor's Quality Improvement Plan.

K. Quality Improvement (QI) Plan

1. Proposer shall submit proposed QI Plan as an attachment to the proposal which demonstrates compliance with ICEMA's current QI Plan.

2. Successful Bidder shall participate in system related QI activities.

3. Proposer shall identify an individual as responsible for overall coordination of local QI program. This individual shall have specialized training, knowledge, and/or previous successful experience in preparation in QI principles/techniques to oversee this program.

L. Dispatch

Response to 9-1-1 and/or 7-digit requests for emergency response shall be dispatched through ICEMA's designated communications dispatch center as they exist now and may change from time to time. If applicable, the Successful Bidder shall pay a fee equal to or less than the actual cost of providing dispatch services. If applicable, the Successful Bidder shall enter into a contract with ICEMA's designated communications dispatch center(s) for the purpose of formalizing costs and contractual services to be provided.

If Proposer plans to operate its own dispatch and elects to provide secondary dispatch of ICEMA's designated communications dispatch center(s) requests to responding field units and assume direct responsibility for the management of dispatch, Proposer must submit a copy of proposed dispatch program including, for example, the following:

1. Employment of required dispatch personnel.
   a. Organizational chart
   b. Title and duties of positions
   c. Salary ranges

2. Provision of computer aided dispatch (CAD) system and automated vehicle location (AVL) system, once implemented by ICEMA's designated communications dispatch center(s).
   a. Brand and model number of CAD
   b. Capabilities (modules utilized)
   c. Ability and plans to "link"

M. Administrative and Operations

1. Proposer shall describe management/organizational structure that shall be established to administer/oversee emergency ambulance operations as proposed in response to this RFP. Proposer shall describe how the authorized individual requirement will be met.

2. Proposer shall demonstrate how it will provide Field Supervision necessary to oversee and provide support to responding field personnel, their experience, and duties/authority.

N. Financial Information

1. **Financial Viability**

   Proposer must demonstrate the financial capability, sustainability, and collectability to satisfy ICEMA as to Proposer's overall financial strength and viability. If applicable, Proposer agrees to maintain separate financial records for its Inyo County EMS operation(s) in accordance with generally accepted accounting principles (GAAP). All records shall be made available for onsite review and inspection upon request by ICEMA. ICEMA retains the right, with reasonable notification, to examine and/or request an audit of records. Any audit request by ICEMA, or their designee, shall be carried out by a Certified Public Accountant (CPA) of ICEMA's choosing and reasonable charges paid for by Proposer/Contractor.

2. **Compensation Related Provisions**
   a. Maximum Pricing Requirements

      The Successful Bidder of one or more EOAs shall receive income from patient charges. The Successful Bidder shall comply with fee schedules and rates negotiated with ICEMA. A schedule of billable charges shall be submitted for approval by ICEMA prior to implementation. Proposer shall agree to comply with rates established by ICEMA.
   b. Replacement and Charges for Billable Medical Supplies

      The Successful Bidder of one or more EOAs shall be responsible for restocking ambulances with consumable medical supplies.
   c. Any increases in patient charges shall be approved by ICEMA. Patient increases shall be approved in writing by ICEMA at least 30 days prior to implementation.

3. **Billing and Accounts Receivables**
Proposer shall demonstrate a billing and accounts receivable system that is well documented, auditable, Medicare, MediCal compliant, and meets industry standards. This system shall minimize effort required of patients to recover from third party payer sources for which they may be eligible. The billing system shall:
   a. Include a process for partial payment forgiveness, based on a methodology approved by ICEMA.
   b. Proposer shall provide examples of proposed bill, collection notices, in house and/or collection agency telephone protocols and mailers, acceptance of assignment for third party administrator(s) (TPA).
   c. Proposed system for resolving disputes.
   d. Identify computer system (including software) used for billing.
   e. Interface with ICEMA's ePCR data system.
   f. Automatically generate Medicare and MediCal statements.
   g. Itemize all billed items on patient bills
   h. Usual and Customary base rate.
   i. Additional proposed charges (mileage, oxygen, wait time, night charge, etc.).
   j. Be compliant with all International Classification of Diseases (ICD) ICD-9/10 requirements.
   k. Other information relevant that will assist in evaluating proposal.

V. CONTRACT REQUIREMENTS

A. General

1. **Legality and Severability**
The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. **Iran Contracting Act of 2010**
(Applicable for all RFP/Bids of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

   Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

3. **Representation of ICEMA**
In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

4. **Relationship of the Parties**
Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either party

have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto

5. **Contractor Primary Contact**
Contractor will designate an individual to serve as the primary point of contact for the Contract/MOU. Contractor or designee must respond to ICEMA inquires within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance by ICEMA. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

6. **ICEMA Representative**
ICEMA's EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work. ICEMA's Board of Directors must approve all amendments to this Contract.

7. **Change of Address**
Contractor shall notify ICEMA in writing of any change in mailing address within ten (10) business days of the change.

8. **Subcontracting**
Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

9. **Contract Assignability**
Without the prior written consent of ICEMA, the Contract is not assignable by Contractor either in whole or in part.

10. **Contract Amendments**
Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and ICEMA.

11. **Duration of Terms**
This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

12. **Time of the Essence**
Time is of the essence in performance of this Contract and of each of its provisions.

13. **Strict Performance**
Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

14. **Mutual Covenants**
The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

15. **Contract Exclusivity**
Although Contractor is provided exclusive ground emergency ambulance service, ICEMA does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work under the terms of this Contract.

16. **Termination Without Cause**
Either party may without cause terminate this Contract upon one hundred eighty (180) days written notice of termination, provided that in the event ICEMA wishes to act pursuant to this provision; it shall first obtain the approval of the Inyo County Board of Supervisors. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination. In the event, Contractor terminates the Contract it shall make available to ICEMA the equipment needed to meet its obligations under the contract consistent with the provisions herein related to emergency takeovers (See Sample Contract, Section 28) until such time as a new contract is signed with another provider, provided that, in any event, the equipment will be returned or purchased as deemed appropriate to the original provider within twelve (12) months.

17. **Attorney Fees and Costs**
If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Section V, Paragraph B - Indemnification and Insurance Requirements.

18. **Choice of Law**
This Contract shall be governed by and construed according to the laws of the State of California.

19. **Venue**
The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

20. **Licenses, Permits, and/or Certifications**
Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify ICEMA immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Contract.

21. **Prevailing Wage Laws**

By its execution of this Contract, Proposer certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work."

If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold ICEMA, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

22. **Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify ICEMA within one (1) working day, in writing <u>and</u> by telephone.

23. **ICEMA Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

24. **Conflict of Interest and Political Reform Act Obligations**

Contractor shall make all reasonable efforts to ensure that no ICEMA officer or employee, Inyo County officer or employee, whose position in Inyo County or ICEMA enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

During the term of this Contract Contractor shall not act as a Contractor or perform services of any kind for any person or entity whose interests' conflict in any way with those of the County of Inyo, County of San Bernardino and/or ICEMA. Contractor shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before ICEMA in which the Contractor has a financial interest as defined in Government Code Section 87103, Contractor represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County of Inyo, County of San Bernardino and/or ICEMA.

"Contractor" means an individual who, pursuant to a contract with a state or local agency:

a. Makes a governmental decision whether to:
   1) Approve a rate, rule or regulation;
   2) Adopt or enforce a law;
   3) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
   4) Authorize Inyo County, San Bernardino County and/or ICEMA to enter into, modify, or renew a contract provided it is the type of contract that requires Inyo County, San Bernardino County and/or ICEMA approval;
   5) Grant Inyo County, San Bernardino County and/or ICEMA approval to a contract that requires Inyo County, San Bernardino County and/or ICEMA approval and to which Inyo County, San Bernardino County and/or ICEMA is a party, or to the specifications for such a contract;
   6) Grant Inyo County, San Bernardino County and/or ICEMA approval to a plan, design, report, study, or similar item;
   7) Adopt, or grant Inyo County, San Bernardino County and/or ICEMA approval of, policies, standards, or guidelines for the Inyo County, San Bernardino County, or for any subdivision thereof; or

b. Serves in a staff capacity with ICEMA and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for ICEMA that would otherwise be performed by an individual holding a position specified in ICEMA's Conflict of Interest Code.

ICEMA has determined that the Contractor will not be "making a government decision" or "serving in a staff capacity" in the performance of its obligations under this Contract, and therefore no disclosure is required.

25. **Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this Contract.

ICEMA, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by an ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to ICEMA's EMS Administrator. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

26. **Improper Influence**
Proposer shall make all reasonable efforts to ensure that no individual, Inyo County, San Bernardino County, or ICEMA officer, or employee, whose current or previous position in Inyo County, San Bernardino County, or ICEMA enables him/her to influence on behalf of Proposer any award of the Contract or any competing offer or, shall have any direct or indirect financial interest resulting from the award of the Contract, or shall have any relationship to the Proposer or office or employee of the Proposer.

27. **Material Misstatement/Misrepresentation**
If during the course of the administration of this Contract, ICEMA, after consultation with Inyo County, determines that Proposer has intentionally made a material misstatement or misrepresentation or that materially inaccurate information, in the performance of this Contract, has been provided to ICEMA or Inyo County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

28. **Inaccuracies or Misrepresentations**
If in the administration of a contract, ICEMA, after consultation with Inyo County, determines that Contractor has intentionally made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to ICEMA during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

29. **Ownership of Documents**
All documents, data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Contract shall be considered property of ICEMA. All such items shall be delivered to ICEMA under the terms as outlined in Contractor's Contract, unless otherwise directed by ICEMA. Contractor may retain copies of such items.

30. **Copyright**
ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge ICEMA as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with ICEMA prior to publication.

31. **Release of Information**
No news releases, advertisements, public announcements or photographs arising out of the performance of duties under this Contract may be made or used without prior written approval of all parties.

32. **Air, Water Pollution Control, Safety and Health**
Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

33. **Drug and Alcohol-Free Workplace**
In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for ICEMA, on Inyo County property, or while using Inyo County or ICEMA equipment:
a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
c. Shall not sell, offer, or provide alcohol or a drug to another person.
This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for ICEMA on Inyo County property, or using Inyo County or ICEMA equipment, of ICEMA's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for ICEMA.

ICEMA may terminate for default or breach of this Contract and any other contract, the Contractor has with ICEMA, if the Contractor or Contractor's employees are determined by ICEMA not to be in compliance with above.

34. **Notice of Delays**
Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within 24 hours, give notice thereof, including all relevant information with respect thereto, to the other party.

35. **Disclosure of Criminal and Civil Proceedings**
ICEMA reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last 10 years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly

from the conduct of the firm's activities , or whether the firm, or any of it partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last 10 years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances rather than language that could be construed as mandating.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

36. **Environmental Requirements**

In accordance with policies, ICEMA prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. ICEMA requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with ICEMA. The policy also requires Contractors to use both sides of paper sheets for reports submitted to ICEMA whenever practicable.

Although ICEMA has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to request and encourage Contractors to reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist ICEMA in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report ICEMA's environmentally preferable purchases using Attachment I. Service providers are asked and encouraged to report on environmentally preferable goods and materials used in the provision of their service to ICEMA.

37. **Employment Discrimination**

During the term of the Contract, Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

38. **Debarment and Suspension**
The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as required by Executive Order 12549.

39. **Informal Dispute Resolution**
In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

40. **Records**
Proposer shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Proposer's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

41. **Personally Identifiable Information**
Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

B. Indemnification and Insurance Requirements

1. **Indemnification**
The Contractor agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless Inyo County, its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and ICEMA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Inyo County, San Bernardino County and/or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to Inyo County, San Bernardino County and/or ICEMA's "active" as well as "passive" negligence but does not

apply to Inyo County, San Bernardino County and/or ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County, its authorized officers, employees, agents and volunteers and ICEMA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Inyo County, San Bernardino County and/or ICEMA to vicarious liability but shall allow coverage for ICEMA to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights
The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and/or ICEMA, its officers, employees, agents, volunteers, Contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against Inyo County, San Bernardino County and/or ICEMA.

Policies Primary and Non-Contributory
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Inyo County, San Bernardino County and/or ICEMA.

Severability of Interests
The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and Inyo County, San Bernardino County and/or ICEMA or between Inyo County, San Bernardino County and/or ICEMA and any other insured or additional insured under the policy.

Proof of Coverage
The Contractor shall furnish Certificates of Insurance to ICEMA's department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without 30 days written notice to the department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier
Unless otherwise approved by San Bernardino County's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention
Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by San Bernardino County's Risk Management.

Failure to Procure Coverage
In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA has the right but not the obligation or duty to cancel the Contract. In addition, Inyo County or ICEMA may obtain insurance if either deems necessary and any premiums paid by Inyo County and/or ICEMA will be promptly reimbursed by the Contractor or Inyo County and/or ICEMA payments to the Contractor(s)/Applicant(s) will be reduced to pay for Inyo County and/or ICEMA purchased insurance.

Insurance Review
Insurance requirements are subject to periodic review by ICEMA. The San Bernardino County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of Inyo County, San Bernardino County and/or ICEMA. In addition, if San Bernardino County's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Inyo County, San Bernardino County and/or ICEMA, inflation, or any other item reasonably related to Inyo County's, San Bernardino County's and/or ICEMA's risk.

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

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

2. **Insurance Specifications**
The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability
A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by San Bernardino County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such providers are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance
The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations)
d. Explosion, collapse and underground hazards.
e. Personal Injury
f. Contractual liability
g. $2,000,000 general aggregate limit

Automobile Liability Insurance
Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.
If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance
An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements
Professional Liability - Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

Cyber Liability Insurance
Contractor, at its sole cost and expense, shall carry Cyber Liability Insurance, with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

Environmental Agreements
In addition to the Basic Requirements/Specifications for all agreements, any agreement that involves the use handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements.

a. Environmental Liability Insurance with a combined single limit of not less than five million ($5,000,000) per claim or occurrence and a separate aggregate for the agreement project. The required additional insured endorsement shall protect Inyo County, San Bernardino County, and/or ICEMA without any restrictions.
b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis

should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. All proposals and materials submitted become property of ICEMA. All proposals received are subject to the "California Public Records Act". While Inyo County, San Bernardino County and ICEMA take every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

B. Proposal Presentation

1. All proposals must be submitted on 8½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. A total of six (6), one (1) original and five (5) copies, of the complete proposal must be received by the deadline for receipt of proposal specified in Section II - Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. The original should be a complete package, including two (2) copies of the financial documents labeled "PROPRIETARY" in a separate envelope marked as such (copies must not contain the financial documents).

3. Hand carried proposals may be delivered to the address identified in Section I, Paragraph G - Correspondence, between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by San Bernardino County and ICEMA. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

   ICEMA reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, for the County of Inyo and its citizens.

C. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page**
   Attachment A is to be used as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.

2. **Table of Contents**
   All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. **Statement of Experience**
   Include the following in this section of the proposal:
   a. Name of the Proposer and legal entity such as corporation, partnership, etc.
   b. Number of years the Proposer has services under the present identity, as well as related prior identities.
   c. A statement that the Proposer has a demonstrated capacity to perform the required services.

4. **Minimum Proposer Requirements**
   Complete, initial, and sign Attachment B.

5. **Exceptions to RFP**
   Complete Attachment C.

6. **Statement of Certification**
   Include the following on Attachment D:
   a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
   b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or Competitor for the purpose of restricting competition.
   c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA to pursue any remedy by law.
   d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
   e. A statement that the Proposer agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
   f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

7. **References**
   Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E.

8. **Proposal Description**
   Provide a detailed description of the proposal being made.
   a. The proposal should address, but is not limited to, all terms in Section IV - Scope of Work.
   b. The proposal should include the following:
      1) A brief synopsis of the Proposer's understanding of ICEMA, the County of Inyo and its citizen's needs and how the Proposer plans to meet these.
      2) A concise statement of the services proposed.
      3) An explanation of any assumptions and/or constraints.
      4) Any proposed alternative delivery system(s), innovation that improves levels of prehospital care, performance times, etc.
      5) Specific costs of Second-Out redundancy.

9. **Organization Chart**
   Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:
   a. Organizational framework for the proposed service.
   b. Proposer's name and key staff name for each role identified in the chart.

10. **Work Plan and Schedule**
    Include the following:
    a. Summary of management deployment shift schedules, and process/capitalization implementation timelines;
    b. Work/shift schedule(s) and phases e.g. recruitment, facilities, technology, billing, process and, if necessary, build out.

11. **Statement of Qualifications**
    Include the following in this section of the proposal:
    a. Number of years the Proposer has provided similar services under its present, as well as prior provider identities.
    b. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform this Contract.
    c. A list of references with which Proposer has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who ICEMA can call in order to verify the quality of services your organization/firm has provided.
    d. Proposer must provide any Annual Report it generates for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners/chief management/board of directors/ etc. and the Proposer's accountant that the information accurately reflects the Proposer's current financial status. If the provider is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the provider's current financial status.

12. **Licenses, Permits, and/or Certifications**
    Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph A.20 - Licenses, Permits and/or Certifications as an attachment to the proposal.

13. **Cost**
    Complete proposed pricing on Attachment F.

14. **Insurance**
    Submit evidence of ability to insure as stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

VII. EVALUATION AND AWARD

A. General

Proposals will be subject to an individual review process with active participation of Inyo County representatives which includes:

1. Mandatory submittal requirements and minimum qualifications

2. Analysis of functionality and service requirements

3. Cost evaluation

4. Reference checks

B. Evaluation Criteria

1. **Initial Review** (Pass/Fail) - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
   a. The proposal must be complete, in the required format, and comply with all RFP requirements.
   b. Proposers must meet the Minimum Proposer Requirements as outlined in Section I, Paragraph D - Minimum Proposer Requirements. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by ICEMA to be immaterial or inconsequential, ICEMA may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or ICEMA may elect to waive the deficiency and accept the proposal.

2. **Technical Review** (360 points) - Proposals meeting the above requirements will be evaluated by Inyo County representatives with active participation of ICEMA on the basis of the following criteria:
   a. System Deployment Plan (100 points)
      1) Demonstrated ability of Proposer to maintain a greater than 90% on-time monthly compliance within response times as identified in Exhibit 3 with BLS resource (25 points)
      2) Demonstrated ability of Proposer to maintain a greater than 90% on-time monthly compliance within response times as identified in Exhibit 3 with LALS resource (50 points)
      3) Demonstrated ability of Proposer to maintain a greater than 90% on-time monthly compliance within response times as identified in Exhibit 3 with ALS resource (100 points)
   b. Credentials and Qualifications (70 points)
      1) Experience in providing similar service in a rural/wilderness environment (25 points)
      2) Proposer's management/supervision has previous field experience at EMT, A-EMT, or EMT-P level (15 points)
      3) Proposers management/supervision has documented additional training in ICS (100, 200, 700, 800) (5 points for each class documented)
      4) Proposer has internal resources (staff) with the necessary instructor capabilities for required initial and renewal certification of staff in CPR and ACLS (10 points)
   c. Equipment, maintenance and management (50 points)
      1) Preventative maintenance schedules included (25 points)
      2) Age of all Proposer's ambulances less than 10 years (20 points)
      3) Age of all Proposer's ambulances less than 6 years (25 points)

d. Billing & collection programs (35 points)
   1) Billing meets Medicare ICD9/10 billing requirements (10 points)
   2) Use of electronic patient care record from field to billing to payer submission (5 points)
   3) Billing hardship (write-off) policy established and provided with proposal which includes (3) levels of consideration, (1) payment program, (2) partial write-off, (3) complete write-off of services billed. Proposal should provide steps within each category which standardize process, record keeping requirements, and decision making criteria (10 points)
   4) Billing Complaint process and procedure to include outline of steps to resolution of complaint (10 points)

e. Evidence of and commitment to disaster/multi-victim preparedness (25 points)
   1) Proposer has documentation of staff training on disaster/mass casualty training (10 points)
   2) Proposer has an inventory of disaster/mass casualty supplies (5 points)
   3) Proposer has an established mass casualty plan/policy/protocol (10 points)

f. Administration and operations (75 points)
   1) Proposer can demonstrate providing similar services (25 points)
   2) Level of service in proposal is greater than currently provided (25 points)
   3) A plan for increased level of training is included (15 points)
   4) A plan for upgraded EMS equipment and/or technology is included (10 points)

3. **Bonus Points for "Innovation"** (5 points) - Proposers may be awarded 5 bonus points for innovation that provides Inyo County citizens' with improved level of prehospital care, response time performance, additional resources, etc.

C. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the Successful Bidder will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. Inyo County representatives shall actively participate in the selection process.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the San Bernardino County Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

ICEMA's Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of ICEMA's Purchasing Agent shall be deemed final.

ATTACHMENT A - COVER PAGE

PROPOSER'S NAME (*name of firm, entity, or organization*):

_____

_____

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

_____

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

_____

MAILING ADDRESS:
Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

WEBSITE: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE
___ Corporation ____ Partnership ____ Proprietorship ___ Joint Venture
___Other (explain): _____

If Corporation, Date Incorporated: _____State Incorporated: _____
States Registered in as foreign corporation:

PROPOSERS SERVICES OR ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

_____

_____

PROPOSER'S AUTHORIZED SIGNATURE:
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED:_____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B - MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all prospective Proposers.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Have no record of unsatisfactory contract performance in providing ground emergency ambulance service. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.		
2.	Be independent Provider(s) with no ties to any providers listed in the "Scope of Work" section of this document (Section IV).		
3.	Have the ability to maintain adequate files and records and meet statistical reporting requirements.		
4.	Have the administrative capability to provide and manage the proposed services and to ensure an adequate audit trail.		
5.	If applicable, Proposer shall provide audited financial statements, from a Federal or State licensed financial institution authorized to conduct business in California, annual reports to shareholders (last five years), SEC 10K, 10Q, 8K (most recent 4 quarters) forms. In addition, Proposer shall provide most recent credit rating from each rating agency that has issued a rating for Proposer within the last 120 days (from date of submission).		
6.	Proposer must demonstrate through three (3) years' experience, the ability to provide EMS service as described in the Scope of Work (Section IV).		
7.	Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E.		
8.	Meet other presentation and participation requirements listed in this RFP.		

SIGNED_____

PRINT NAME_____

TITLE_____

DATE_____

ATTACHMENT C - EXCEPTIONS TO RFP

PROPOSER NAME _____

ADDRESS _____

TELEPHONE # ( ) _____ FAX # ( ) _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT D - STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to ICEMA.

	Statement	**Agree (initial)**	**Agree with qualification (initial and attach explanation)**
1.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		

ATTACHMENT E - REFERENCES

Name of Agency	Contact Name/Address	Phone Number	Dates services provided (from/through*)

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

*Enter "**Present**" if still providing the services (Example: 10/08/03/present).

ATTACHMENT F - COST

ATTACHMENT G - CONTRACTOR NONDISCLOSURE AGREEMENT

Inyo County, San Bernardino County and ICEMA have legal and ethical responsibilities to safeguard the privacy of all _____ and to protect the confidentiality of their _____ information. In the course of its relationship with [name of CONTRACTOR] and/or its employees and/or agents may come into possession of confidential information, even though it may not be directly involved in providing _____ services.

In consideration of, and as a condition to, its business relationship with [name of CONTRACTOR] and its employees and/or agents will hold the following information ("confidential information") in strictest confidence:

1. Any information supplied by _____ or its affiliates;
2. Any information which is the direct or indirect result of [name of CONTRACTOR]'s services provided; and
3. Any information about _____or its affiliates' operations, or services.

No confidential information shall be disclosed except to employees of [name of CONTRACTOR] who need to know it to fulfill [name of CONTRACTOR/contractor]'s obligations to _____ or to authorized representatives of _____. At any time, upon request of _____, [name of CONTRACTOR] will return promptly all embodiments of confidential information in a form acceptable to _____ without retaining any copies thereof. Furthermore, [name of CONTRACTOR] will not sell, share, discuss, assign, transfer, or otherwise disclose any confidential information outlined above with any other individuals or entities and will not use the confidential information for any purpose other than providing the mutually agreed upon services. It is understood that "confidential information" does not include information which:

1. Generally becomes available to the public other than as a result of disclosure by [name of CONTRACTOR] or
2. Was available to [name of CONTRACTOR] on a non-confidential basis prior to its disclosure by _____.

At all times during the term of [name of CONTRACTOR]'s agreement with _____ and thereafter, [name of CONTRACTOR] and its employees and agents shall protect the confidential information from unauthorized use or disclosure and otherwise abide by the terms of this agreement.

_____ _____

Signature of CONTRACTOR Date

ATTACHMENT H - PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included.

	Items Completed	Page (s)
1.	Attachment A - Cover Page	
2.	Attachment B - Minimum Proposer Requirements	
3.	Attachment C - Exceptions to RFP	
4.	Attachment D - Statement of Certification	
5.	Attachment E - References	
6.	Attachment F - Cost	
7.	Attachment G - Contractor Nondisclosure Agreement	
8.	Attachment H - Proposal Checklist	
9.	Licenses, Permits, and/or Certifications	
10.	Financial Documents	
11.	Critical Incident Stress Debriefing Procedure	
12.	QI Plan	

ATTACHMENT I - REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES

Green Purchasing Report from _____ (CONTRACTOR)

Account No. _____

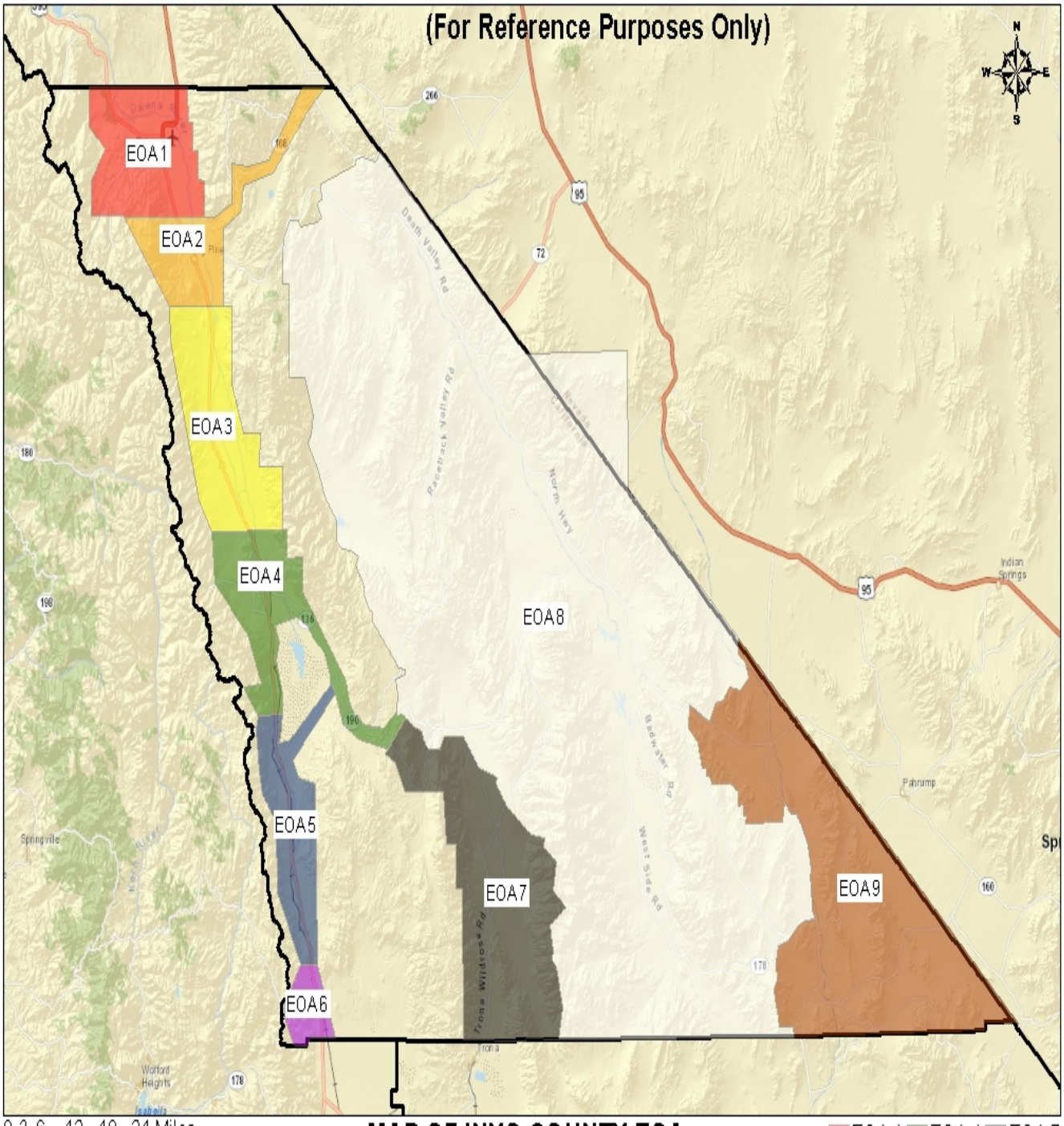
MM/DD/YYYY to MM/DD/YYYY

Billing Information			Product Information						Supplier Information	Environmental Information		
PO No.	Invoice or Reference No.	Invoice Date	Product No.	Product Description	Quantity	Price p/unit	No. of units	Total Cost	Manufacturer Name	Green Y/N	Green Attributes (see attachment)	Certifications and/or accreditation (see attachment)

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
Low toxicity	
Mercury-free	
Persistent bioaccumulative toxin (PBT)-free	
Rapidly renewable	
Rechargeable	
Recyclable	
Recycled content	
Reduced greenhouse gas emissions	
Reduced packaging	
Refill/refillable	
Remanufactured/refurbished	
Renewable materials	
Responsible forestry	
Upgradeable	
Water efficiency	

MAP OF INYO COUNTY EOAs
(For Reference Purposes Only)

Exhibit 1



0 3 6 12 18 24 Miles

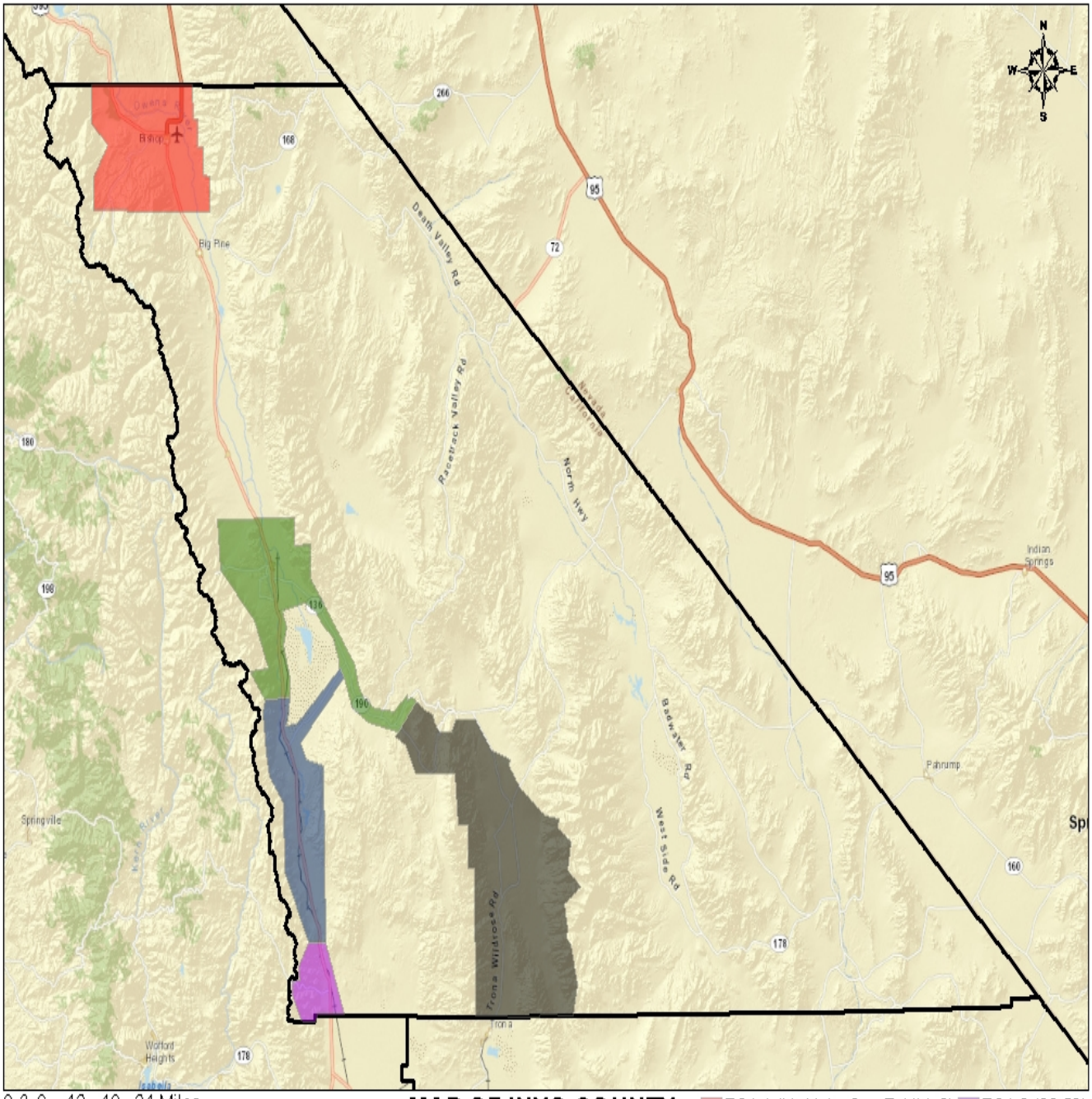
ICEMA, Census and public data.
Compiled 3/24/2015, PW.

MAP OF INYO COUNTY EOAs
(For Reference Purposes Only)

EOA 1 EOA 4 EOA 7
EOA 2 EOA 5 EOA 8
EOA 3 EOA 6 EOA 9

MAP OF INYO COUNTY EOA RESPONSE TIMES

Exhibit 2



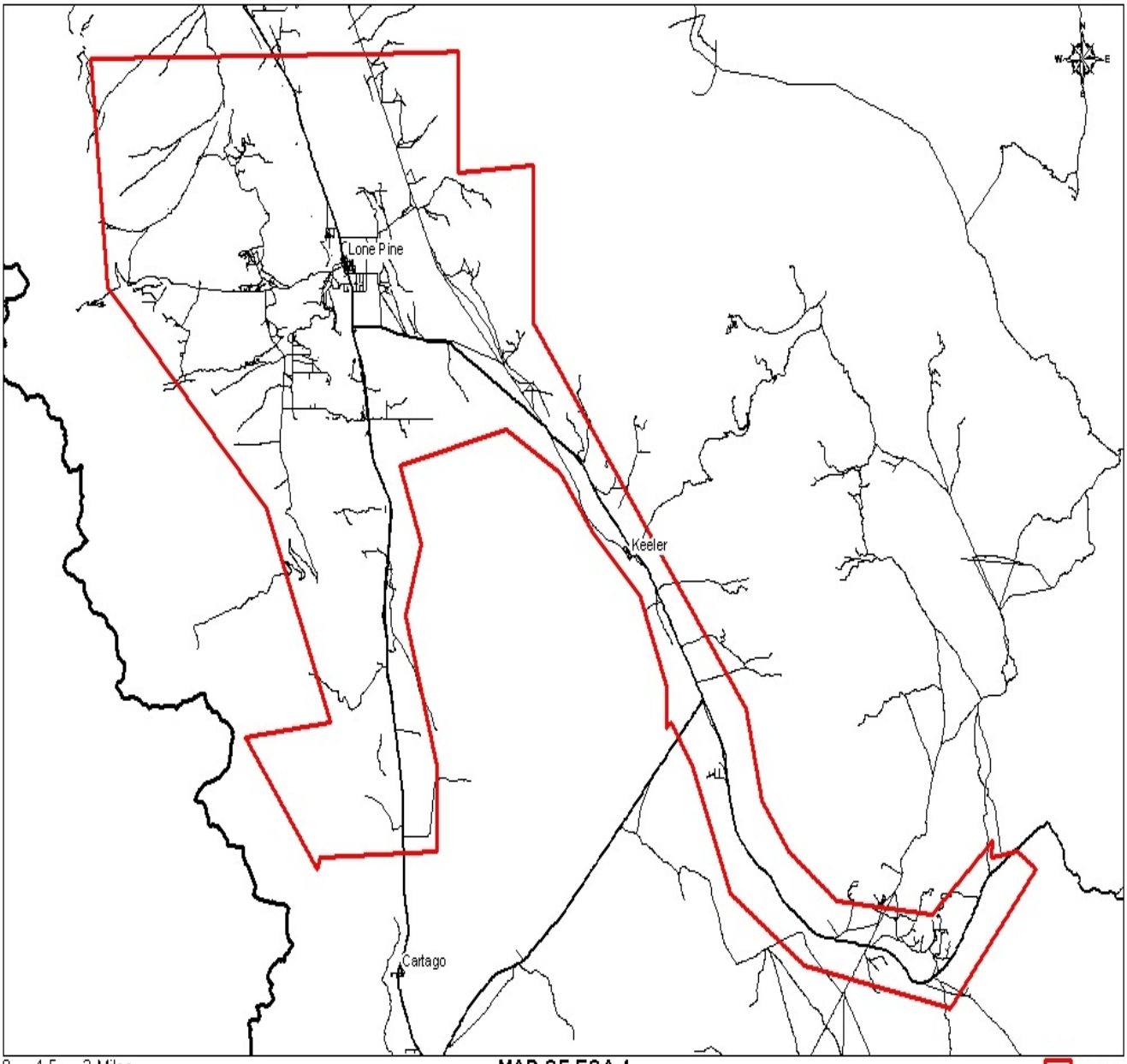
0 3 6 12 18 24 Miles

ICEMA, Census and public data.
Compiled 3/24/2015, PW.

MAP OF INYO COUNTY EOA RESPONSE TIMES

- EOA 1 (Multiple, See Exhibit 3)
- EOA 4 (99:59)
- EOA 5 (99:59)
- EOA 6 (99:59)
- EOA 7 (99:59)

Exhibit 3



MAP OF EOA 4

ICEMA, Census and public data. Compiled 9/4/2015, PW.
Service Layer Credits.

EXHIBIT 4 - SAMPLE CONTRACT

CONTRACT BETWEEN
INLAND COUNTIES EMERGENCY MEDICAL AGENCY
AND
_____
FOR
INYO COUNTY EXCLUSIVE OPERATING AREA _____
GROUND EMERGENCY MEDICAL (AMBULANCE)
TRANSPORTATION SERVICES

This Contract is entered into by and between the **Inland Counties Emergency Medical Agency** (hereinafter referred to as "**ICEMA**") and _____ **(**hereinafter referred to as "**CONTRACTOR**").

WHEREAS, ICEMA, a Joint Powers Authority, is the governing body for Emergency Medical Services ("EMS") programs within the counties of San Bernardino, Inyo and Mono and is the local emergency medical services agency pursuant to California Civil Code 1797.200, and;

WHEREAS, California Health and Safety Code, Division 2.5, Section 1797.218, gives the local emergency medical services agency (LEMSA), ICEMA, the authority to authorize an Advanced Life Support (ALS) program which provides services utilizing Emergency Medical Technicians - Paramedics (EMT-Ps) and Mobile Intensive Care Nurses (MICN) for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transports (IFTs), while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital, and,

WHEREAS, California Health and Safety Code, Title 22, Division 2.5, Sections 1797.224 and 1797.226 give ICEMA the authority to establish Exclusive Operating Areas (EOAs) into its EMS transport system, and,

WHEREAS, ICEMA has established EOAs within Inyo County for Ground Emergency Medical (Ambulance) Services and CONTRACTOR's proposal was selected in a Request for Proposal (RFP) process, and is willing to provide said services within Inyo County EOA ___, and,

WHEREAS, CONTRACTOR provides emergency ambulance Basic Life Support (BLS) and/or Advance Life Support and/or Specialized Care Transport (SCT) services pursuant to the EMS Act in the area(s) referred to herein as Exclusive Operating Area (EOA) ___,as described in Exhibits _____ and which are incorporated herein as if fully set forth, and,

WHEREAS, the parties hereto acknowledge and agree that execution of this Contract constitutes notice, in accordance with ICEMA's EMS Plan, that the EOA(s) being served under this Contract shall lose its/their non-competitive status, if applicable, at expiration or termination of this Contract, and,

WHEREAS, the CONTRACTOR recognizes and agrees that Inyo, Mono, and San Bernardino Counties EMS systems are under the medical direction (Medical Control) and management of ICEMA, its EMS Administrator, and its Medical Director, and,

WHEREAS, the parties hereto will utilize the best efforts to promote a good working relationship with first responder agencies and law enforcement agencies; and

WHEREAS, the CONTRACTOR agrees to comply with the terms and conditions as expressed herein:

NOW, THEREFORE, CONTRACTOR does agree as follows:

1. DEFINITIONS

Advanced Life Support (ALS) - Any definitive prehospital emergency medical care role in accordance with State regulations, which includes all of the specialized care services as defined in California Health and Safety Code, Section 1797.52.

ALS Ambulance - An emergency ambulance, as that term is defined herein, staffed and equipped to provide advanced life support and transport capabilities in compliance with ICEMA protocols/policies, authorized by ICEMA, and permitted by the County of Inyo.

Ambulance - Any vehicle specially constructed, modified or equipped, and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients whose medical staff has a minimum two (2) Emergency Medical Technicians (EMTs) certified in Basic Life Support or (1) EMT certified in Basic Life Support and (1) Emergency Medical Technician - Paramedic (EMT-P) licensed and accredited in ALS.

Basic Life Support- Any definitive prehospital emergency medical care role, in accordance with State regulations, which includes all of the care services as defined in California Health and Safety Code, Section 1797.60.

BLS Ambulance - An emergency ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities in compliance with ICEMA protocols/policies and permitted by the Inyo County.

Cancelled Call - Any request for response 9-1-1 or interfacility transport (IFT) which was cancelled prior to arrival of an emergency ambulance and/or first responder. For purposes of measuring compliance, a Cancelled Call shall mean a 9-1-1 response.

Computer Aided Dispatch (CAD) - An electronic system used emergency response dispatchers to log, track and assign calls for service.

Critical Failure - Failure of personnel, equipment, vehicle, component, etc., of CONTRACTOR's resources/operation(s) that leads to or causes CONTRACTOR to be unable to respond ground emergency ambulance transportation or fulfill CONTRACTOR's service obligation(s) as identified in this Contract.

Emergency Ambulance - Any publicly or privately owned or operated vehicle licensed by the Commissioner of the California Highway Patrol when used in response to emergency calls, and/or licensed pursuant to Chapter 2.5 (commencing with Section 2500) for the primary purpose of medical transportation of the sick and/or injured.

Emergency Medical Dispatcher (EMD) - A professional dispatcher certified through the Association of Public-Safety Communications Officials International (APCO) or the National Academies of Emergency Dispatch tasked with the gathering of information related to medical emergencies, the provision of assistance and instruction by voice, prior to the arrival of EMS, and the dispatching and support of EMS resources responding to any emergency request for response.

Emergency Medical Technician - An individual whose scope of practice to provide BLS is according to standards specified in the California Health and Safety Code, Section 1797.60 - 1797.97, and who has a valid California certificate.

Emergency Medical Technician - Paramedic (EMT-P) - An individual whose scope of practice to provide ALS is according to standards specified in the California Health and Safety Code, Section 1797.50 - 1797.97, and who has a valid California license and ICEMA accreditation.

Employee-Personnel Those providing services under this agreement to realize its purpose. In using the words "employee," "employees," "personnel" or "employment" in this agreement ICEMA acknowledges that the provision of services under this agreement is in some instances provided by "volunteers" who are not compensated for their service and do not fit a legal definition of "employee." The use of the words "employee" or "employees" or "personnel" or "employment" is not intended to convert the legal status of "volunteers" to "employees" nor require such conversion.

Exclusive Operating Area (EOA) - An area created by the local emergency medical services agency (LEMSA) that restricts operations in an EMS area or subarea defined by the EMS Plan.

Force Majeure - Flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of the due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it would not have been able to overcome.

Fractile Response Time - A method of measuring response times in which applicable response times are stacked in ascending length. The total number of calls generating response within a given response time standard (e.g., 9 minutes, 59 seconds) is calculated as a percent of the total number of calls.

Interfacility Transfer (IFT) - An ambulance transportation of a patient between two (2) medical facilities or between medical facility and rehabilitation, home, treatment appointment, etc.

Medical Control - The medical direction and management of EMS Contractors and the licensed physician under whom they practice. For the purposes of this Contract, medical control is ICEMA's Medical Director.

Mobile Hot Spot - A device that creates an area of Wi-Fi coverage allowing nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices and a cellular data network.

Mobile Intensive Care Nurse (MICN) - A Registered Nurse (RN) who has met all ICEMA requirements for "MICN" designation and authorized by the ICEMA Medical Director to provide ALS services or to issue physician directed instructions to EMS field personnel, during transport operations aboard an ambulance according to ICEMA developed standardized procedures and consistent with statewide guidelines.

Multi-casualty Incident (MCI) - An incident consisting of five (5) or more vehicles or patients requiring assessment, care and/or transportation.

Mutual Aid - A request, originating outside of CONTRACTOR's EOA, for EMS. The request shall be initiated through ICEMA's designated communication dispatch centers, public safety enforcement agencies, ICEMA or the Inyo County Health Officer.

Post - The act of submitting an ePCR to ICEMA's data system or, the act of deploying a system unit (ambulance or first responder vehicle) to a specific geographical point or area.

Professional Conduct - While it is impractical to convey all nuances of what is acceptable professional conduct, ICEMA retains the authority to discipline those individuals and/or CONTRACTOR's, that in ICEMA's opinion violated professional conduct behaviors and/or characteristics while on-duty and/or preforming duties.

Provide, Operate, or Furnish - To perform, make available or utilize either directly through CONTRACTOR's personnel and resources or through subcontracts or other agreements, which have been approved by ICEMA, the services, personnel, materials or supplies.

Public Service Answering Point (PSAP) - A designated agency at which 9-1-1 calls are first received. "Secondary" PSAP is the designated agency to which the 9-1-1 call is directed for dispatching of appropriate resources.

Service Delivery Plan (SDP) - A plan submitted to ICEMA by CONTRACTOR that identifies specific locations of EMS resources, ambulances, post locations, or CONTRACTOR dispatching procedures. The plan must also include the number of locations of vehicles to be deployed during each hour of the day, each day of the week for coverage and the minimum number of unit hours necessary to provide services under this Contract.

Specialty Care Transport (SCT) - Interfacility Transport of a critically injured or ill patient by an ambulance vehicle, that is beyond the scope of EMT-P and/or requires specialized equipment.

Strike Team - An organized group of personnel and equipment consisting of (5) ambulances (an approved vehicle and 2 personnel each), with common communications and a Leader.

Strike Team Leader - An individual who has successfully completed an ambulance strike team leader course and has been issued and possess a current non-expired EMSA "Ambulance Strike Team/Medical Task Force Leader" qualification card.

Units - Ambulances and/or response vehicles

Wi-Fi Alliance (Wi-Fi) - A trademark and brand name for products using the IEEE 802.11 family of standards for wireless connecting electronic devices to the internet via a wireless network access point.

2. TERM OF CONTRACT

The Contract period will be for a ten (10) year period beginning on _____ through _____. In the event that CONTRACTOR is temporarily unable to meet the terms of this Contract, CONTRACTOR shall promptly notify ICEMA. In the event that ICEMA is unable to meet the terms of this Contract, ICEMA's EMS Administrator shall promptly notify CONTRACTOR.

3. SCOPE OF SERVICE

3.01 Emergency Ambulance Services - CONTRACTOR shall provide sufficient resources to ensure availability and response to all requests originating within their service area for emergency ambulance response on a continuous twenty-four (24) hour per day basis

3.02 Specialty Care Transport (SCT) Services - CONTRACTOR may provide SCT service within the EOA for those calls requiring such services upon approval by ICEMA. Specialized SCT services, such as high-risk pregnancy, neonate, etc., may be authorized to operate in expanded geographic areas based on need and necessity.

3.03 EMS Aircraft - CONTRACTOR does not have the right to provide air ambulance or air rescue services by virtue of this Contract.

3.04 Specialized Emergency Medical Care Services - CONTRACTOR may provide specialized emergency medical care services upon approval of ICEMA.

4. MEDICAL CONTROL

4.01 Medical Control Authority - CONTRACTOR acknowledges that the ICEMA Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of emergency ambulance services are maintained within the ICEMA region; and that the Medical Director has the authority for establishing the required drug inventories and medical protocols and that CONTRACTOR, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols and applicable county ordinances and state laws.

4.02 Adherence to Medical Control Standards - CONTRACTOR acknowledges that ICEMA has an established system of medical control through the ICEMA Medical Director. The CONTRACTOR shall adhere to the standards of medical control established by ICEMA.

4.03 Compliance with Laws and Policies - CONTRACTOR shall comply with the all ICEMA policies and protocols and applicable local County ordinances.

5. CONTRACTOR RESPONSIBILITIES

5.01 Services To Be Provided - CONTRACTOR shall provide “Emergency Ambulance Service” defined as: “The services needed to provide urgent medical care at basic life support (BLS) or greater in a condition or situation in which an individual has a need for immediate medical attention at BLS or greater or where the potential for such need is perceived by emergency medical personnel, a public safety agency, or with respect to interfacility transfers - qualified medical personnel of the transferring facility. Any transportation needs pursuant to a request for an emergency ambulance - shall be deemed the providing of emergency medical services” for Exclusive Operating Areas (EOA), within ICEMA’s Inyo County region..

5.02 Base Hospital Assignment - CONTRACTOR shall utilize the assigned base hospital for coordination and medical direction.

5.03 Personnel, Equipment and Materials Required - CONTRACTOR shall provide the personnel, equipment and materials necessary to provide ground emergency ambulance service as described herein to persons in need thereof within their designated EOA. CONTRACTOR’s obligations are set forth in detail in the provisions of this Contract.

5.04 In-Service Training Required - CONTRACTOR shall provide or contract for employee in-service training. Such in-service program shall include training on ICEMA policies and procedures, location of all hospital facilities, level of service of first responder agencies within the EOA, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and Incident Command System training.

5.05 EMS System Interaction - CONTRACTOR shall participate regularly in all aspects of development of the local EMS system including, but not limited to:

A. “Treat and release” and “alternate destination” programs as established by ICEMA
B. Expanded scope of practice treatment and equipment programs

C. First Responder, EMT, EMT-P, MICN, Base Hospital physician and CONTRACTOR dispatcher education and training, and ride-along programs
D. Disaster exercises and drills
E. Continuing education programs

5.06 Policies and Working Relations - CONTRACTOR shall develop and maintain personnel policies and patient care policies that are conducive to enhancements to patient care and provide a safe working environment for all employees.

5.07 Professional Conduct of Personnel - CONTRACTOR shall ensure courteous conduct and professional appearance of its personnel at all times.

5.08 Professional Equipment and Facilities - CONTRACTOR shall maintain neat, clean, and professional appearance of equipment and facilities.

5.09 Continuous Quality Improvement (CQI) - CONTRACTOR shall participate actively in and comply with the ICEMA CQI audit process, provide special training and support to CONTRACTOR's personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to ICEMA. CONTRACTOR shall submit a QI Plan and subsequent revisions and update for approval to ICEMA.

5.10 Implementation of ICEMA Policies - CONTRACTOR shall cause ICEMA policies to be properly implemented in the field. Where questions related to clinical performance are concerned, CONTRACTOR shall satisfy ICEMA's requirements, CONTRACTOR shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. CONTRACTOR shall also respond to all quality improvement and incident reports in accordance with established ICEMA policies.

5.11 Financial Implications of Operations - When requested, CONTRACTOR shall advise ICEMA concerning financial implications of operational changes under consideration.

5.12 EMT-P Preceptors - In coordination with the approved training institutions, CONTRACTOR shall provide paramedic preceptors for prehospital training programs.

5.13 Expanded Scope Programs - CONTRACTOR shall assist ICEMA in evaluating and implementing expanded scope programs for EMT-Ps, EMTs, and first responder personnel

5.14 Reports to ICEMA - CONTRACTOR shall provide data, reports and records to ICEMA as set forth herein.

5.15 ALS Coordinator - CONTRACTOR shall appoint at least one (1) EMT-P or MICN as ALS Program Coordinator to be the liaison with ICEMA, the assigned base hospital and receiving facilities. The ALS Program Coordinator shall participate in a quality improvement process per ICEMA policies, assist in the investigation of unusual occurrences as identified by the CONTRACTOR or ICEMA, and attend meetings as requested by ICEMA.

5.16 Training Officer - CONTRACTOR shall appoint at least one (1) EMT-P or MICN as Training Officer who shall perform the necessary orientations for all new EMT-Ps and MICNs employed by the CONTRACTOR. For the purposes of this Contract, the position of Training Officer and ALS Program Coordinator may be satisfied by the same individual.

5.17 **System Orientation** - Ensure field personnel are oriented to ICEMA's policies and protocols and competent in skill prior to being assigned to respond to emergency medical requests. Orientation shall include, at a minimum:

A. EMS system overview
B. EMS policies, procedures, and protocols
C. Radio communications
D. ICEMA data system (electronic patient care record)
E. Map reading skills / area familiarity
F. CONTRACTOR's standard operating procedures (SOP)
G. Equipment and equipment daily checks and maintenance

6. GENERAL RESPONSIBILITIES AND DUTIES OF ICEMA

6.01 **Monitoring and Enforcement** - ICEMA shall monitor and enforce performance under this Contract to ensure service areas covered under this Contract receive adequate emergency medical services including emergency ambulance service.

6.02 **Medical Control** - ICEMA shall:

A. Provide system medical control
B. Designate a Base Hospital to CONTRACTOR's ALS program
C Provide all adopted policies/protocols and procedures relating to emergency medical care in accordance with ICEMA policy.

6.03 **Communications** - ICEMA shall communicate as necessary with CONTRACTOR's Medical Director and/or ALS Program Coordinator and schedule periodic meetings with CONTRACTOR's Medical Director or designee to assist in assuring in the delivery of a quality EMS program in compliance with applicable laws, regulations and protocols related to emergency medical care.

6.04 ICEMA shall impose no duty, obligation or burden upon CONTRACTOR as an EOA ambulance contractor which is not uniformly applied to all other contractors of EOA ambulance services nor impose any duty, obligation or burden upon CONTRACTOR that is outside ICEMA's authority pursuant to applicable laws, regulations and ordinances.

6.05 **Compliance Reports** - ICEMA shall review a summary of compliance to performance standards and summary of exemptions requested and granted.

6.06 **Annual Audit -** In addition to ICEMA's audit authority defined within this Contract, ICEMA shall conduct an annual audit to verify accuracy of performance data to include, but not limited to, response time compliance data.

6.07 **Annual Report -** ICEMA shall provide an annual compliance report for review to the Inyo County Emergency Medical Care Committee (EMCC).

6.08 **Competitive Bid Process** - Except as may be required under Health and Safety Code sections 1797.224 and 1797.226, ICEMA shall develop, implement, and conduct a competitive bid process for the selection of emergency ambulance CONTRACTORs to serve EOAs.

7. FIELD PERSONNEL

7.01 CONTRACTOR shall:

In compliance with ICEMA Reference #1090 - Criminal History Background Checks (Live Scan), any EMT and A-EMT will be required to Live Scan for ICEMA maintained for all personnel

7.02 **Employment Discrimination** - During the term of the Contract, CONTRACTOR shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. CONTRACTOR shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

7.03 **Personnel Required** - CONTRACTOR shall provide the personnel necessary to provide emergency ambulance services and other support services as described herein within the CONTRACTOR's EOA in compliance with ICEMA protocols, policies and applicable county ordinances and state laws.

7.04 **Supervisory Personnel System** - The CONTRACTOR shall establish a supervisory system to assure that employees are properly supervised, trained and evaluated in accordance with CONTRACTOR's policies and procedures and consistent with the ICEMA approved Quality Insurance Plan, and relevant ICEMA policies and requirements. CONTRACTOR shall maintain an employee hiring standards and practice program. Supervisory personnel shall provide field evaluation of CONTRACTOR's personnel in accordance with CONTRACTOR's quality improvement plan and relevant ICEMA policies and requirements

7.05 **Certification and Licensure of Personnel** - CONTRACTOR shall ensure that all CONTRACTOR's employees functioning as EMTs and EMT-Ps are appropriately certified, accredited and licensed by both the California EMS Authority and ICEMA.

7.06 **Records** - CONTRACTOR shall maintain, and make available to ICEMA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and subcontracted personnel used to provide services under this Contract.

All records relating to the CONTRACTOR's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

7.07 **Competency and Conduct** - All persons utilized by CONTRACTOR in the performance of work under this Contract shall be competent and holders of appropriate permits, licenses and certificates in their respective trades or professions. ICEMA may request and CONTRACTOR shall take action to take appropriate disciplinary remedial action against any certificate or license holder person utilized by the CONTRACTOR who engages in misconduct pursuant to section 1798.200 of Health and Safety Code or has action taken by ICEMA pursuant to section 100215 of Title 22, California Code of Regulations.

7.08 **Infectious Disease Exposure** - CONTRACTOR shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. CONTRACTOR shall ensure that such services and program pertaining to infectious disease exposures are provided in accordance with the provisions of state and local public health requirements.

8. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL

8.01 Certification, Licensure, Accreditation - Field personnel are certified, licensed and accredited pursuant to the Health and Safety Code, section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, each of the certified personnel working in the system has not only a right, but also a legal obligation, to work under the direction of the EMS system's physician leadership on issues related to patient care.

8.02 Personal Responsibility - The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, collection and recording of primary data. EMS personnel are prohibited by the laws, rules and regulations which govern the EMS system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., patient care reports, CONTRACTOR dispatch records, incident reports, etc.). CONTRACTOR dispatchers and field personnel have a personal and professional responsibility with regards to issues related to the delivery of patient care, and the accurate reporting of primary data.

8.03 Management Practices - While this Contract is a "Performance Agreement" and while the CONTRACTOR is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, CONTRACTOR is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the CONTRACTOR is expected to utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent, which might impair judgment or motor skills.

8.04 Personnel Identification - CONTRACTOR shall provide visible identification of level of credential for field personnel.

8.05 Drug and Alcohol-Free Workplace - In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the CONTRACTOR agrees that the CONTRACTOR and the CONTRACTOR's employees, while performing service for ICEMA, on Inyo County property, or while using Inyo County or ICEMA equipment:

A. Shall not be in any way impaired because of being under the influence of alcohol or a drug.

B. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

C. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a CONTRACTOR or CONTRACTOR's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The CONTRACTOR shall inform all employees that are preforming service for ICEMA on Inyo County property, or using Inyo County or ICEMA equipment, of ICEMA's objective of a safe, healthful and productive work place and prohibition of drug or alcohol use or impairment from same while performing such services for ICEMA.

ICEMA may terminate for default or breach of this Contract and any other contract, the CONTRACTOR has with ICEMA, of the CONTRACTOR or CONTRACTOR's employees are determined by ICEMA not to be in compliance with above.

9. FIRST RESPONDER COORDINATION

9.01 Re-supply - CONTRACTOR shall provide resupply to first responder agencies (at rate equal to cost) for disposable medical supplies (BLS/ALS Standard Drug & Equipment List – Reference #7010) utilized in direct patient care where patient is transported by CONTRACTOR. CONTRACTOR shall not be obligated to resupply any first responder agency that charges patients or insurance payors a "response service fee" that includes as part of said fee cost recovery for disposable supplies.

9.02 Orientation Program - CONTRACTOR shall implement and maintain a first responder orientation program designed to acquaint all hospital facilities and public safety agencies within the EOA(s) with CONTRACTOR'S equipment and response system, and shall, upon reasonable request, provide orientation presentations.

9.03 Stand-by Requests - CONTRACTOR shall provide, if it does not jeopardize emergency ambulance service to the operating area, a non-dedicated unit to hazardous material incidents, fire, and law enforcement standbys upon request by any public safety agency or dispatch center within their EOA.

9.04 Contact Number - CONTRACTOR shall provide a contact and a telephone number to be made available to all public safety EMS agencies within CONTRACTOR's EOA. This number will be used for inquiries regarding lost equipment used in connection with a patient transported by CONTRACTOR.

9.05 Return of EMS Equipment - CONTRACTOR shall make every reasonable effort to return equipment of other EMS Contractors in CONTRACTOR's possession within five (5) days. However, CONTRACTOR will not be held liable for loss of other EMS CONTRACTOR's equipment beyond their control.

9.06 Incident Command System - CONTRACTOR shall coordinate pursuant to Health and Safety Code, section 1798.6 with public safety agencies that work under the Incident Command System on all emergency incidents received through the 9-1-1 system or through a request for mutual aid.

9.07 Continuing Education Programs - CONTRACTOR's internal continuing education programs authorized by the State in which CONTRACTOR issues a continuing education course number shall be made reasonably available to interested first responder personnel.

10. SERVICE AREA AND RESPONSE ZONES

10.01 Service Area Defined - A legal description of each EOA is set forth in Exhibit 1 (Exclusive Operating Area Descriptions). Exhibit 2 (Exclusive Operating Area Map or Service Area Map) sets forth the area of operation in map format. In the event of a conflict between Exhibit 1 and Exhibit 2, Exhibit 1 will be controlling.

10.02 Resource Requirements - CONTRACTOR shall locate an appropriate number and type of resources throughout the EOA in order to meet the performance standards as set forth herein.

10.03 Response Zones and Measurements - The Response Zone time requirement for EOA 4 is 99:59. The response time performance calculations are measured and calculated on a fractile basis using CAD data, ePCR data where available, for Measuring EOA Compliance on a monthly and annual basis for the designated EOA incorporating any and all response zones contained within. Cancelled calls will be included in determining compliance. Non-EMS "support" vehicles, e.g., supervisory, utility, etc., are not calculated for purposes of calculating response time compliance.

10.04 Mutual Aid Agreements - CONTRACTOR shall develop and implement mutually beneficial support agreements with ICEMA approved emergency ambulance contractors within one (1) year of the effective date of this Contract. These agreements are subject to approval by ICEMA. If CONTRACTOR is unable to develop and implement mutual aid agreements, CONTRACTOR shall notify ICEMA in writing outlining reason(s) for inability to comply with this requirement. ICEMA shall assist in development and implementation of mutual aid agreements if requested.

11. RESPONSE TIME STANDARDS

11.01 Performance Requirements - The overall response time performance requirement for services under this Contract is intended to ensure that CONTRACTOR responds to and arrives at each incident with an appropriate resource in accordance with ICEMA policies and procedures. The standards set forth herein establish the level of response time performance required by CONTRACTOR for calls within the designated EOA as depicted in Exhibit 2 (Response Zones and Sub-response Zones).

11.02 Response Time Performance Calculation - Response times are measured and calculated on a fractile basis using CAD data, ePCR data where available, for measuring on a monthly basis for each overall EOA incorporating all response zones. Canceled calls will be included in determining compliance.

11.03 Exemptions - If CONTRACTOR thinks that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond CONTRACTOR's reasonable control, CONTRACTOR may request, in writing, that these runs be exempted from response time performance calculations and late run assessments. If ICEMA concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance and/or in assessing late-run liquidated damages. Equipment failure, CONTRACTOR dispatcher error, or lack of emergency ambulance shall not furnish grounds for release from late-run assessment or response time standards.

11.04 Reporting Requirements - CONTRACTOR shall provide to ICEMA, on a monthly basis, each instance wherein a call resulted in a response time in excess of the maximum response time. This report shall include, at a minimum, the location, date, and time of said occurrence(s). CONTRACTOR will participate in quality improvement efforts relating to these instances.

11.05 Dispatch - Responses to 9-1-1 and/or 7-digit requests for emergency response shall be dispatched through ICEMA's designated communications dispatch center(s) as they exist now and may change from time to time, upon recommendation of the Inyo County Board of Supervisors.

If CONTRACTOR elects to provide secondary dispatch of ICEMA's designated communication dispatch center(s) requests to responding field units and assume direct responsibility for the management of dispatch, CONTRACTOR must submit a copy of propose dispatch program including for example, the following:

A. Employment of required dispatch personnel
   1) Organizational chart
   2) Title and duties of positions
   3) Salary ranges

B. Provisions of computer aided dispatch (CAD) system and automated vehicle location (AVL) system, once implemented by ICEMA's designated communication dispatch center(s)
   1) Brand and model number of CAD
   2) Capabilities (modules utilized)
   3) Ability and plans to "link"

12. DEPLOYMENT PLAN

12.01 General - CONTRACTOR shall operate its services to enhance response time performance throughout the various jurisdictions of the EOA.

12.02 Response Standards - CONTRACTOR shall be subject to any and all response time standards, which may be adopted by ICEMA with input from transporting agencies.

12.03 Plan Development - CONTRACTOR shall develop a Deployment Plan that shall be reviewed by ICEMA and adhered to by CONTRACTOR.

12.04 ICEMA Review - In addition to the aforementioned requirements, CONTRACTOR shall provide to ICEMA for review a copy of its Deployment Plan on at least an annual basis and upon implementation of changes in the System Management Plan which would result in reduction of ambulance resources or anticipated increase in response times.

12.05 Extent of Deployment Plan - A Deployment Plan may incorporate more than one EOA if the CONTRACTOR has contracted to provide service in more than one EOA.

12.06 Posting Locations - CONTRACTOR shall maintain ambulance post locations, as CONTRACTOR deems necessary.

12.07 Posting of Resources - Posting of the CONTRACTOR's units and resources shall be in accordance with CONTRACTOR's Deployment Plan.

12.08 Reassignment of Resources - A CONTRACTOR that serves multiple operating areas shall be permitted to move resources from one operating area to another operating area only if the moving of resources does not result in the operating area from which the resources are moved becoming non-compliant in that month.

A. If upon review and analysis ICEMA determines that movement of resources from one operating area to improve compliance in an operating area causes the operating area sending resources to be out of compliance, the original out of compliance operating area shall be cited with an additional out of compliance month.

B. The CONTRACTOR shall provide notice to ICEMA of intent to reassign resources to an operating area where additional non-compliance status would result in a Major Breach.

C. The CONTRACTOR shall also indicate reassignment of resources in the monthly compliance report to ICEMA and provide a plan of correction.

12.09 Air, Water Pollution Control, Safety and Health - Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

13. VEHICLES, EQUIPMENT AND MAINTENANCE

13.01 Minimum Vehicle Requirements - CONTRACTOR shall provide at least a minimum number of vehicles, which is defined as 120% of the vehicles required in the Deployment Plan. Each transport vehicle shall meet Federal KKK-A-1822C standards or equivalent, at time of original manufacture, except where such standards conflict with State of California standards, in which cases the State standards shall prevail. Each transport unit shall be a Type I, II or III model. All vehicles must have current CHP permits, unless exempted by CHP, and Inyo County ambulance permits.

13.02 Staffing, Equipment and Drug Requirements - CONTRACTOR shall ensure all vehicles utilized by CONTRACTOR in providing service under this Contract shall be staffed and

equipped in accordance with state law and ICEMA policies.

13.03 Vehicle Replacement/Refurbish Program - CONTRACTOR shall maintain a vehicle replacement and refurbish program that ensures the replacement or refurbishing of CONTRACTOR's vehicles as set forth in CONTRACTOR's equipment replacement schedule.

13.04 Maintenance, Replacement and Reporting - CONTRACTOR shall adhere to a preventive maintenance program, equipment replacement schedule, and reporting system approved by ICEMA.

13.05 Equipment/Supplies Maintenance - CONTRACTOR shall ensure each transport vehicle meets the ambulance equipment standards of the State of California and ICEMA. At the beginning of each shift, all ambulances shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.

13.06 Restocking - CONTRACTOR shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.

13.07 Responsibility for Maintenance - CONTRACTOR shall be responsible for furnishing all maintenance of CONTRACTOR's vehicles, on-board equipment, and facilities used by CONTRACTOR in the performance of services under the terms of this Contract.

13.08 Odometer Certification - Odometer certification means verification that the number of miles shown as driven on the odometer of an emergency vehicle accurately represents the number of miles driven. Such certification may be met by a test verifying a comparison of a known distance of at least five (5) miles against the starting and ending mileage reflected on the odometer of the emergency vehicle. Certification may be shown by the readings from a technology recognized for accuracy such as GPS, Google Maps and other accurate technological applications, which shall be printed and attached to a certification signed under penalty of perjury by the Contractor stating the date, time, starting mileage and ending mileage reflected on the odometer of the emergency vehicle, and identifying the technological application used; certification under penalty of perjury by a lawful governmental entity, by a vehicle service provider or by other reliable means suggested by the Contractor. CONTRACTOR shall ensure emergency ambulance odometers are certified within one (1) month of the effective date of this Contract and each year thereafter.

13.09 Vehicle Identification - CONTRACTOR shall ensure each transport vehicle shall display the location of its operation division.

13.10 Operational Control - CONTRACTOR shall maintain operational control of the ambulances used in the service of this Contract, at all times. The CONTRACTOR, and its assigned field personnel, shall be in control of the EMS vehicle at all times and must be satisfied, that their equipment is mechanically sound, properly loaded; and the weather, and any other conditions necessary for a safe response and transport are deemed acceptable.

13.11 Communications - Obtain, install, and maintain backup communications in place to provide redundancy which meets the standards and/or requirement of ICEMA policies.

14. STAFFING OF AMBULANCE AND RESPONSE UNITS

14.01 ALS Minimum Staffing - CONTRACTOR shall provide for staffing each ALS ambulance with a minimum of one accredited ALS and one certified BLS personnel per unit.

14.02 BLS Minimum Staffing - CONTRACTOR shall provide for staffing each BLS ambulance with a minimum of two (2) certified BLS personnel per unit.

14.03 SCT Unit Staffing - SCT staffing will be in accordance with ICEMA policy.

15. DISASTER, MULTI-CASUALTY AND INSTANT AID RESPONSE

15.01 Personnel Recall - CONTRACTOR shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in multi-casualty or disaster situations or times of peak overload.

15.02 Mutual Aid Response - To the extent that CONTRACTOR may have resources available, CONTRACTOR shall respond to requests from neighboring jurisdictions and ambulance contractors for mutual aid that require a Code 3 (lights and siren) response.

15.03 Declared State-of-Emergency - During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business may be interrupted from the moment the state-of-emergency is made known to CONTRACTOR by ICEMA. CONTRACTOR shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, CONTRACTOR shall be exempted from response time performance requirements, including late run deductions, until notified by ICEMA that disaster assistance may be terminated. At the scene of such disasters, CONTRACTOR's personnel shall perform in accordance with ICEMA medical protocols and policies. When state-of-emergency has been terminated, CONTRACTOR shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

15.04 Multi-Casualty Incidents (MCI) - Normal (i.e., not disaster related) multi-casualty incident calls rendered by CONTRACTOR shall be performed in accordance with approved ICEMA policies in support of the Incident Command System. In the course of rendering services, CONTRACTOR shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this Contract.

16. DATA COLLECTION, *DOCUMENTS* AND REPORTING REQUIREMENTS

16.01 CONTRACTOR shall maintain data collection and reporting systems that meet the following minimum standards:

ICEMA Data System - CONTRACTOR shall utilize an electronic patient care record (ePCR) that complies with ICEMA's submission requirements, which may change from time to time, for all 9-1-1, 7-digit, and IFTs within ICEMA's area of authority. CONTRACTOR will have ninety (90) days from execution of this Contract to implement an approved ePCR data system.

If possible, CONTRACTOR personnel shall "post" record electronically to the data system prior to leaving patient destination (hospital) however in all cases within a reasonable period of time which ideally shall be within 12 hours or before the end-of-shift, whichever occurs first. Data received by virtue of this requirement will be made part of the ICEMA Quality Improvement Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system. ICEMA agrees to maintain all confidential information in accordance with applicable laws and regulations, including, but not limited to, the privacy and security standards under the Health Insurance Portability and Accountability Act of 1996, as amended by Health Information Technology for Clinical and Economic Health (collectively, "HIPAA"). ICEMA shall be solely responsible for the costs arising from any breach of confidential information as a result of the actions or omissions of ICEMA.

Ownership of Documents - All documents, graphics, computer programs, and reports prepared by the CONTRACTOR pursuant to this Contract shall be considered the property of ICEMA. All such items shall be delivered to ICEMA under the terms outlined herein, unless otherwise directed by ICEMA, CONTRACTOR may retain copies of such items.

Copyright - ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patient, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge ICEMA as the funding agency and CONTRACTOR as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by contractor in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with ICEMA prior to publication.

16.02 Accuracy and Completeness Patient Data - CONTRACTOR will assure that data is complete and accurate. For on-going problems with data submission, CONTRACTOR will submit a plan of correction.

16.03 Data Audits - ICEMA or the Inyo County Health Officer may require an audit of patient care records and response time data.

16.04 Ownership of Patient Data/Data Release

A. CONTRACTOR AND ICEMA agree that all data and records submitted to ICEMA under the terms of this Contract, including but not limited to dispatch data and records, shall remain the property of ICEMA subject to disclosure by ICEMA pursuant to the California Public Records Act.

B. CONTRACTOR may assert that any portion of such data or records provided pursuant to this section should be treated as confidential, and is exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, CONTRACTOR shall provide a statement as to the basis for the claim of confidentiality specifying any exemption in law (e.g. Uniform Trade Secrets Act, Civil Code section 3426 et seq.)

C. ICEMA shall notify CONTRACTOR of any request for information. CONTRACTOR may pursue its legal remedies to prevent disclosure of such information.

D. The Parties agree that any specific requests for EMS provider information, such as an individual ePCR, shall be referred to the CONTRATOR for potential release within the CONTRACTOR's policy and in compliance with all applicable State and federal laws including HIPAA and the CMIA. All EMS Data generated is subject to HIPAA and the CMIA, including "need to know" and "minimum necessary" provisions of the Act and CMIA.

16.05 Financial Audits - ICEMA or the Inyo County Health Officer may require an audit of books and records of the CONTRACTOR. Such audit shall be carried out by a person selected by the CONTRACTOR and approved by ICEMA and the Inyo County Health Officer. If agreement cannot be reached on a person to perform the audit, the financial audit shall be carried out by a Certified Public Accountant selected by the ICEMA and the County Health Officer. If there is any charge, cost or fee for such an audit such shall be paid by the CONTRACTOR.

16.06 On-site Disclosure - In addition to the aforementioned reports and data, CONTRACTOR shall maintain up-to-date records and data pertaining to its services specific to Inyo County, as listed below. CONTRACTOR shall make such reports and data available for on-site review and inspection, upon request of ICEMA.

A. Services by payor source
B. Services provided by category (e.g., ALS, BLS and mileage) and by financial class.
C. Services by date of service.
D. Collections by payor source.

17. COMPENSATION TO PROVIDER

17.01 Compensation - As compensation for the services, equipment, and materials furnished under this Contract, PROVIDER shall receive the following as full compensation:

A. Market rights as specified herein
B. Income from fee for service billing and other reimbursement mechanisms as specified.

17.02 Exclusivity - In consideration for all of the services, equipment, materials, and supplies to be furnished by PROVIDER, the ICEMA Governing Board has designated CONTRACTOR as an exclusive provider of ground emergency ambulance service within the geographical areas defined by this Contract. CONTRACTOR and ICEMA agree that said designation shall begin on the effective date of this Contract and shall continue throughout the term of this Contract, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for CONTRACTOR compensation incorporated herein, ICEMA has fulfilled any and all obligations it may have presently or at any time during the term of this Contract to compensate, reimburse, or otherwise pay CONTRACTOR for services provided to medically-indigent patients. Nothing in this section shall effect Inyo County's obligation to pay for services to medically indigent patients. Nothing in this Contract is intended to create any duty on the part of ICEMA to pay for ambulance or emergency medical services rendered to any individual.

17.03 User Fees Rate Adjustment - CONTRACTOR acknowledges that ICEMA has the authority to determine rates for services provided under this Contract and has exercised that authority by establishing the rates. The rates shall remain in force and effect throughout the term of this Contract unless modified or adjusted pursuant to process as defined in ICEMA Policy #5080.

17.04 On-Scene Collections - CONTRACTOR's personnel shall not request payment for services rendered under this Contract in response to any 9-1-1 call either at the scene of the call, enroute, or upon delivery of the patient.

17.05 Billing and Collections - CONTRACTOR's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations.

18. COMPLIANCE

18.01 Changes in Practices and Procedures - CONTRACTOR shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge and agree that certain items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payors. Such rules, regulations, policies, and procedures may change from time to time and CONTRACTOR's practices and procedures must change in response to such changes. The parties agree that it would be impractical to amend this Contract to reflect such changes each time they occur and therefore agree that CONTRACTOR may change the practices, procedures, schedules, and policies referred to above without a formal amendment to this Contract, subject, however, to the review and approval of the ICEMA EMS Administrator. Nothing in this section, however, shall be construed as authorizing any increase in the user fees or rates without complying with such rate adjustment provisions as contained herein.

18.02 Loss of Business - CONTRACTOR understands that a loss of this Contract in a future bid cycle means the loss of all business covered by the exclusivity provisions of this Contract in the EOA during the term of this Contract. CONTRACTOR accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.

18.03 Outside Work - CONTRACTOR shall not be prohibited from doing outside work, which is unrelated to advanced life support or medical transportation, so long as such work does not detract from CONTRACTOR's primary emergency services responsibilities under this Contract.

18.04 Environmental Requirements - In accordance with policies, ICEMA prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. ICEMA requires CONTRACTOR to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with ICEMA. The policy also requires CONTRACTOR to use both sides of paper sheets for reports submitted to ICEMA whenever possible.

Although ICEMA has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to request and encourage contractors to reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist ICEMA in meeting the reporting requirements of the California integrated Waste Management Act of 1989 (AB 939), CONTRACTOR must be able to annually report ICEMA's environmentally preferable purchases using Attachment 1. Service providers are asked and encouraged to report on environmentally preferable goods and materials used in the provision of their service to ICEMA.

19. ASSIGNABILITY

This Contract shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission from ICEMA. Similarly, any change in ownership equal to or greater than fifty percent (50%) of CONTRACTOR's company shall be considered a form of assignment of this Contract, and must be approved by ICEMA, provided however, that ICEMA shall not unreasonably withhold its approval of such change in ownership.

20. RESTRICTION OF SERVICES TO CHRONIC ABUSERS

To protect the CONTRACTOR from possible financial loss as a result of such abuse, the following provision is made:

CONTRACTOR may identify by name specific individuals that the CONTRACTOR has found are chronic abusers of their service system. The CONTRACTOR shall document such abuse, and if the ICEMA Medical Director agrees that a named individual is a chronic abuser, CONTRACTOR may refuse to render transfer services unless the individual can present an original signed statement from a licensed physician that such transfer service is medically necessary to protect that individual's health and safety. CONTRACTOR shall, however, and if requested by the individual, attempt to secure such prior physician authorization initially by telephone, obtaining the written authorization upon delivery of the patient.

21. AUDITS AND INPECTIONS

21.01 Reasonable Inspection Notice - In addition to ICEMA's authority under Section 16, at any time during normal business hours, and as often as may reasonably be deemed necessary, ICEMA's representatives may observe CONTRACTOR'S operations. CONTRACTOR shall make available to ICEMA for its examination, its records with respect to all matters covered by this Contract, and

make excerpts or transcripts from such records, and may make audits of all Agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this Contract. ICEMA representatives may, at any time, and without notification, directly observe CONTRACTOR's operation at the CONTRACTOR's dispatching center, maintenance facility, and any ambulance post location. ICEMA representatives may ride as "third person" on any of the CONTRACTOR's units at any time, provided, however, that in exercising this right to inspection and observation, ICEMA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR'S personnel in the performance of their duties.

21.02 Normal Business Hours Restriction - ICEMA's right to inspect records in CONTRACTOR's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the CONTRACTOR in advance of any such visit. ICEMA's right to observe and inspect operations shall not be restricted by normal business hours and shall not require advance notification.

21.03 Authorized Observers - This right to directly observe CONTRACTOR's field operations, CONTRACTOR dispatch operations, and maintenance shop operations shall also extend to authorized representatives of ICEMA or other persons authorized by ICEMA. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR's personnel in the performance of their duties.

21.04 Exception to Section - The terms of this section shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this Contract has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this Contract.

22. Quality Improvement (QI) Plan

22.01 CONTRACTOR shall participate in system related QI activities. CONTRACTOR's plan shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care provided for the purpose of improving patient care, service, and outcome. CONTRACTOR's QI Plan shall include a mechanism for notifying ICEMA of any unusual occurrences which could impact certification/licensure of any EMS personnel.

22.02 CONTRACTOR shall identify an individual as responsible for overall coordination of CONTRACTOR's local QI program. This individual shall have specialized training, knowledge, and/or previous successful experience in preparation in QI principles/techniques to oversee this program.

22.03 CONTRACTOR shall have a program for assuring field personnel are prepared to respond on emergency requests through orientation, in-service training and continuing education (CE). This program shall comply with any ICEMA requirements as they exist now or may change in the future, and responsive to CONTRACTOR's QI Plan.

23. Records and Record Keeping

23.01 CONTRACTOR shall retain all documents pertaining to Inyo County operations for a period of no less than six (6) years from the Contract effective date and continuing no less than five (5) years following termination of Contract, or further period as required by law, and audits are complete and exceptions resolved. These records shall be available to authorized representatives of ICEMA, Inyo County, the State of California, and the Federal Government.

23.02 CONTRACTOR shall review compliance data as captured by ePCR and ICEMA designated communication dispatch center(s) and validate information contained therein.

23.03 CONTRACTOR's responding personnel shall report to ICEMA's designated communications dispatch center in-service, responding, on-scene, in area locating, departing scene, arrival at destination, available at destination/back-in-service, or other time sensitive metrics. Failure to report any times identified in this Contract and/or its Exhibits, shall be deemed as exceeding the required time parameter(s) as they may relate to Contract performance. Repeated failures to report time sensitive metrics shall be deemed a breach of CONTRACTOR's contractual obligations to ICEMA.

23.04 CONTRACTOR field personnel whose job includes the care, treatment, transportation of patients, shall complete an ePCR on all EMS responses including patient contact, non-transports and cancelled calls. CONTRACTOR shall utilize an ePCR data system that complies with ICEMA's submission requirements as now exists and as may change from time to time in the future.

24. Morals Clause

If CONTRACTOR, CONTRACTOR's personnel, subcontractor, subcontractor personnel, independent agent, representative, etc. commits any act or becomes involved in any situation, or occurrence, which brings CONTRACTOR into public disrepute, contempt, scandal or ridicule, or which justifiably shocks, insults or offends a significant portion of the community, or if publicity is given to any such conduct, then ICEMA shall have the right to terminate this Contract as described in Section 25, Subsection 25.02 Termination of Contract, Items A, B, and C.

25. Termination of Contract

25.01 Termination Without Cause

Either party may without cause terminate this Contract upon one hundred eighty (180) days written notice of termination, provided that in the event ICEMA wishes to act pursuant to this provision; it shall first obtain the approval of the Inyo County Board of Supervisors. Upon termination, CONTRACTOR shall be entitled to compensation for services performed up to the effective date of termination. In the event, CONTRACTOR terminates the Contract it shall make available to ICEMA the equipment needed to meet its obligations under the contract consistent with the provisions herein related to emergency takeovers [See Section 28] until such time as a new contract is signed with another provider, provided that, in any event, the equipment will be returned or purchased as deemed appropriate to the original provider within twelve (12) months.

25.02 Termination for Cause

ICEMA may terminate this Contract for cause after consultation and recommendation of the Inyo County Board of Supervisors:

A. Minor Breach - Upon notification by ICEMA to CONTRACTOR of a minor breach in contract performance, CONTRACTOR shall have 60-calendar days to correct breach to ICEMA's satisfaction.

B. Major Breach - Upon notification by ICEMA to CONTRACTOR of a major breach in contract performance, CONTRACTOR shall have 10-calendar days to correct breach to ICEMA's satisfaction.

C. Severe Breach - If in the opinion ICEMA believes that CONTRACTOR's continued performance has the potential to jeopardize the public's well-being, health, and/or safety, Contract shall immediately discontinue services unless the

If, within the fifteen (15) days after delivery of notice of termination for cause, ICEMA's representative is satisfied that the material breach can be and has been cured, such notice will be voluntarily withdrawn in writing and this Contract shall remain in effect.

ICEMA's decisions in the matters referred to above may be appealed by CONTRACTOR to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall with thirty (30) calendar days following the hearing, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's decision shall be final.

26. END TERM PROVISIONS

26.01 Transition Period - In the event CONTRACTOR is not the winner of ICEMA's next bid competition, CONTRACTOR shall continue to provide services during the transition period, and shall assist both ICEMA and its new CONTRACTOR in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both CONTRACTOR and ICEMA during the period of transition from one CONTRACTOR to another. In the event the bidding and contract process is not completed six (6) months prior to the termination date of this contract, the CONTRACTOR shall continue to provide services in six (6) month increments from the end date of this contract until such time that the process is finalized.

26.02 Equipment Replacement Program - CONTRACTOR shall submit a proposed equipment replacement program, which shall include, in part, the equipment replacement policy. This policy shall state CONTRACTOR's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and CONTRACTOR's general plan for equipment replacement in accordance with the plan.

26.03 Right to Required Replacement - Throughout the term of this Contract and any extension period, ICEMA may, after an inspection and for cause, require CONTRACTOR to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of CONTRACTOR's submitted and accepted equipment replacement program. However, if through superior maintenance or by other means, CONTRACTOR is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, ICEMA shall not, except for cause, require replacement of that item. These controls relate only to equipment kept in service beyond scheduled replacement date, and are in addition to regulatory requirements affecting equipment standards and inspections imposed by law or ICEMA.

26.04 Transfer of Goodwill - Upon termination of this Contract, and if CONTRACTOR is not the winner of the next bid competition, CONTRACTOR shall convey to ICEMA or its new CONTRACTOR, all rights to business for ambulance service pursuant to the EOA provisions of this Contract that have been developed by CONTRACTOR during the term of this Contract. However, CONTRACTOR shall assert no claim of rights to conduct business within the contracted EOA after the termination of this Contract, nor shall CONTRACTOR assert any claim of compensation owed relative to the loss of such business.

27. DISPUTE AND GRIEVANCE PROCEDURE

27.01 Dispute Resolution - ICEMA's duties shall include monitoring the operation of this Contract and insuring that CONTRACTOR fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this Contract.

27.02 Monthly Performance Reports - ICEMA shall review monthly reports regarding CONTRACTOR's performance under the terms and conditions of this Contract and shall assess liquidated damages to be paid by CONTRACTOR as specified herein and according to the terms hereof. Such reports shall include, but are not limited to, a summary report of all response time

exemptions requested by CONTRACTOR. The reports shall provide a detailed explanation of all response time exception requests, which CONTRACTOR chooses to submit for consideration. CONTRACTOR shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's determination concerning the assessment of any liquidated damages.

27.03 Disputes and Grievances - ICEMA shall attempt to resolve disputes or grievances concerning Contract performance matters between CONTRACTOR and any city fire district, pubic agency, consumer of service, and any other interested person or party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies, which are reasonably available.

27.04 Strike Notification - When applicable CONTRACTOR shall notify ICEMA, local hospitals, and area EMS providers upon reasonable knowledge of a strike by CONTRACTOR's personnel. This notification shall occur as soon as the information becomes verifiable prior to the effective strike date. An action plan will be provided to ICEMA as soon as possible, but not more than 24 hours following ICEMA notification. The action plan must be acceptable to ICEMA.

27.05 Strike Mitigation - When applicable CONTRACTOR shall take every reasonable action necessary to prevent the strike from adversely affecting the provision of emergency medical services. In the event of a strike, ICEMA may exercise the "emergency take over" provision contained within the agreement until the CONTRACTOR can resume normal operations where (1) no action plan is provided and/or initiated by the CONTRACTOR; or (2) CONTRACTOR's action plan is unable to meet standards under this Contract. ICEMA will not unreasonably withhold acceptance of CONTRACTOR's action plan.

27.06 Minor Breach of Agreement - ICEMA shall also have the power to assess liquidated damages for CONTRACTOR's "minor breaches" of this Contract. "Minor breaches" shall mean failure to fulfill any of the terms and conditions of this Contract that do not amount to a MAJOR BREACH of the Agreement, as delineated in Section 28.01.

27.07 Appeal to ICEMA - ICEMA's decisions in the matters referred to above may be appealed by CONTRACTOR to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall, within thirty (30) calendar days following the hearing and upon review and recommendation of the Inyo County Board of Supervisors, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's and decision shall be final.

27.08 Satisfaction of Liquidated Damages - When decisions made under the above provisions become final, and CONTRACTOR is found at fault, CONTRACTOR shall pay to ICEMA, sums sufficient to fulfill the liquidated damages, if any, as set forth herein.

28. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS

28.01 Major Breach Definitions - Conditions and circumstances that shall constitute a major breach of contract by the CONTRACTOR include the following:

A. Failure of the CONTRACTOR to operate its services in a manner which enables ICEMA and the CONTRACTOR to remain in compliance with the requirements of the applicable Federal, State and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Contract. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible upon recommendation of Inyo County, select a new ambulance provider, utilizing a competitive bid process.

B. Failure to comply with response time requirements within the EOA for three (3) consecutive months or four (4) months in any 12 consecutive month period shall be considered a major breach of Contract.

C. Response time compliance falls below 80 percent (80%) for any month within the term of this Contract.

D. Intentional falsification or omission of data or information supplied to ICEMA, which affects or has the effect of enhancing CONTRACTOR's performance under this Contract.

E. Failure to report and comply when penalty provisions apply.

F. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverage required herein.

G. Multiple or unremediated failures to correct any minor breach within a reasonable period of time.

H. Any act or omission of CONTRACTOR, which, in the reasonable opinion of the ICEMA Medical Director, poses a serious risk to public health and safety.

I. CONTRACTOR terminates its contract with the County for provision of indigent transport services.

28.02 Notice to Contractor

If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify CONTRACTOR of such existence or occurrence. CONTRACTOR shall have a period of time, which shall be reasonable under the circumstances, to take appropriate remedial action to correct the deficiencies. CONTRACTOR and ICEMA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to the other remedies available herein.

28.03 Unresolved Allegation - If an allegation of MAJOR Breach has not been resolved under the above provisions, the ICEMA Administrator, in consultation with the ICEMA Medical Director and upon recommendation of Inyo County, shall notify CONTRACTOR in writing and ICEMA shall immediately undertake an emergency takeover of CONTRACTOR's operations pursuant to the provisions herein.

28.04 ICEMA Discretion - If ICEMA finds that only a MINOR Breach has occurred, or that a MAJOR Breach has occurred but the public health and safety would not be endangered by allowing CONTRACTOR to continue its operations, then ICEMA may require other actions, short of termination and takeover, as it deems appropriate under the circumstances.

28.05 Governing Board Hearing

After CONTRACTOR is given reasonable notice, the ICEMA Governing Board shall hold a hearing upon the ICEMA EMS Administrator's recommendation, and approval of the Inyo County Board of Supervisors. The Board shall receive and consider any additional information and evidence on the matter which CONTRACTOR or others may wish to present, and determine whether a MAJOR Breach of this Contract has occurred and whether said breach is such that the public health and safety would be endangered by allowing CONTRACTOR to continue its operations under this Contract. If the Governing Board finds that a MAJOR breach has occurred, it may following timely notice, at least thirty (30) days, to the Inyo County Administrator allowing an opportunity for the Inyo County Board of Supervisors to respond to the finding and following review of any comment from the Inyo County Board of Supervisors declare this Contract terminated and commence action to affect an immediate takeover by ICEMA of CONTRACTOR's operations.

If the Governing Board finds that only a MINOR Breach has occurred, or that a MAJOR Breach has occurred but following review of any comment from Inyo County Board of Supervisors that

allowing CONTRACTOR to continue its operations would not endanger the public health and safety, the Governing Board may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.

28.06 Expedited Hearing Process - If, in the judgment of the ICEMA EMS Administrator, it appears a condition or circumstance of MAJOR Breach exists or has occurred and that such condition or circumstance presents an immediate danger to the public health and safety, the ICEMA EMS Administrator, after giving notice to CONTRACTOR, may take the matter, following notice and an opportunity for objection to the Inyo County Administrator, directly and immediately to the Governing Board for its determination under the above provisions.

28.07 Notice of Default - Pursuant to the above provisions, ICEMA shall have the right to terminate, cancel, or takeover services provided under this Contract or to pursue any appropriate legal remedy in the event of a MAJOR BREACH. In such instance, ICEMA shall provide written notice to CONTRACTOR specifying the date and time of intended termination or takeover.

28.08 Declaration of Public Health Officer - The parties understand and agree that the Inyo County Public Health Officer may determine that the facts constituting a default may also constitute a public health emergency. In the event that the Inyo County Public Health Officer declares a public health emergency arising out of a default by CONTRACTOR, CONTRACTOR agrees that the Inyo County Public Health Officer may exercise any power of the Governing Board under this Contract in addition to any power authorized by law.

28.09 Emergency Takeover - Without limiting ICEMA's rights as set forth herein, in the event ICEMA following prescribed notice to the Inyo County Administrator determines that a MAJOR BREACH, actual or threatened, has or will occur, or that another event has or will occur that prevents performance, and if the nature of the breach or inability to perform is, in the reasonable opinion of the ICEMA Administrator with the concurrence of the Inyo County Administrator, such that public health and safety are endangered, and after CONTRACTOR has been given notice and an opportunity deemed reasonable by the ICEMA Administrator to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter may be presented to the Governing Board. If the Governing Board concurs that a breach has occurred or is threatened to occur and that the health and safety would be endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR shall cooperate fully with ICEMA to affect an immediate takeover by ICEMA of CONTRACTOR's EOA. Such takeover may be affected at any time after action by the Governing Board or within such time period as the Governing Board deems to be appropriate.

Upon notice of an Emergency Takeover, CONTRACTOR shall promptly:

A. Deliver to Inyo County, or its designee, all service vehicles, and equipment used to provide services. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS, LALS, or BLS ambulances, as specified in the terms of Contract and in accordance with ICEMA Policies.

B. Provide immediate access to and use of all locations used to provide services, including, but not limited to, those locations where CONTRACTOR places its ambulances during the Emergency Takeover.

C. As of the date the Emergency Takeover is effective, all of CONTRACTOR's service vehicles, fully equipped for provision of services, shall be deemed leased to the County, during the Emergency Takeover, at a rate of one dollar ($1.00) per month, per vehicle.

D. As of the date the Emergency Takeover is effective, CONTRACTOR's employees shall report to Inyo County for assignment; however, CONTRACTOR's employees' remain employees of CONTRACTOR and wages accrued shall remain the responsibility of CONTRACTOR.

E. Inyo County may recover from Contractor costs associated with an Emergency Takeover including ongoing rent payments and other liabilities.

F. As of the date the Emergency Takeover is effective, all reimbursements for services for the time the Emergency Takeover is in effect shall become the property of Inyo County.

G. Contractor shall inform and provide a copy of takeover provisions contained herein to all vehicle and real property lien holder(s) within five (5) calendar days of Emergency Takeover.

H. ICEMA, upon recommendation of Inyo County and approval by ICEMA's Governing Board, may discontinue the Emergency Takeover at any time, and return the Emergency Takeover equipment to CONTRACTOR, who shall resume providing services pursuant to the full terms and conditions of the Contract.

I. Inyo County shall return Emergency Takeover equipment to CONTRACTOR in good working order, normal wear and tear excepted, at the end of the Emergency Takeover. Otherwise, Inyo County shall pay CONTRACTOR fair market value of the Emergency Takeover equipment as of commencement of the Emergency Takeover, or shall pay CONTRACTOR the reasonable costs of repair, or shall promptly repair and return such Emergency Takeover equipment.

28.10 Takeover Cooperation

A. CONTRACTOR shall not be prohibited from disputing any such finding of MAJOR Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the ICEMA.

B. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a MAJOR Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.

C. CONTRACTOR's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the CONTRACTOR of the finding of MAJOR Breach, and shall not in any way jeopardize CONTRACTOR'S right to recovery should a court later find that declaration of MAJOR Breach was made in error. However, failure on the part of the CONTRACTOR to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a MAJOR Breach of this Contract, even if it was later determined that the original declaration of MAJOR Breach was made in error.

D. The ICEMA Governing Board shall be the final authority for ICEMA.

29. GENERAL CONTRACT REQUIREMENTS

29.01 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

29.02 Representation of the ICEMA

In the performance of this Contract, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

29.03 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

29.04 Contractor Primary Contact

CONTRACTOR will designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR or designee must respond to ICEMA inquiries within two (2) business days. CONTRACTOR shall not change the primary contact without written acknowledgement to the ICEMA. CONTRACTOR will also designate a back-up point of contact in the event the primary contact is not available.

29.05 ICEMA Representative

ICEMA's EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by ICEMA. ICEMA's Board of Directors must approve all amendments to this Contract.

29.06 Emergency Contact

CONTRACTOR shall provide a point of contact including name(s), title(s), telephone number(s), email(s), etc. for emergency purposes. This point of contact shall be available 24/7/365. Failure to maintain shall be considered a minor breach of CONTRACTOR's contract performance. Repeated failures to maintain shall be considered a major breach of CONTRACTOR's contract performance.

29.07 Change of Address

CONTRACTOR shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

29.08 Subcontracting

CONTRACTOR agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's contract.

29.09 Contract Assignability

Without the prior written consent of ICEMA, the Contract is not assignable by CONTRACTOR either in whole or in part.

29.10 Contract Amendments

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of CONTRACTOR and ICEMA.

29.11 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

29.12 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

29.13 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other

party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

29.14 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

29.15 Contract Exclusivity

ICEMA reserves the right to enter into other agreements with other Contractors for EMS aircraft; air ambulance and air rescue 9-1-1, 7-digit, and IFT ambulance services. ICEMA does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

29.16 Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the CONTRACT, the CONTRACTOR shall notify ICEMA within one (1) working day, in writing and by telephone.

29.17 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

29.18 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in Inyo County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District or the Federal District Court, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

29.19 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

29.20 Licenses, Permits, Accreditation and/or Certifications

CONTRACTOR shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses, permits, accreditations and/or certifications in effect for the duration of this Contract. CONTRACTOR will notify ICEMA immediately of loss or suspension of any such licenses, permits, accreditations and/or certifications. Failure to maintain a required license, permit, accreditation and/or certification may result in immediate termination of this Contract.

29.21 Prevailing Wage Requirements

By its execution of this Contract, CONTRACTOR certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the

payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the CONTRACTOR's principal place of business and at the project site. CONTRACTOR will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations.

29.22 Conflict of Interest

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONTRACTOR shall make a reasonable effort to prevent employees, CONTRACTOR, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom CONTRACTOR's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

29.23 Conflict of Interest and Political Reform Act Obligations

CONTRACTOR shall make all reasonable efforts to ensure that no ICEMA officer or employee, Inyo County officer or employee, whose position in Inyo County or ICEMA enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR.

During the term of this Contract, CONTRACTOR shall not act as a CONTRACTOR or perform services of any kind for any person or entity whose interests' conflict in any way with those of the County of Inyo, County of San Bernardino and/or ICEMA. CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before ICEMA in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103, CONTRACTOR represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County of Inyo, County of San Bernardino and/or ICEMA.

29.24 Improper Consideration

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or

entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this Contract.

ICEMA, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

CONTRACTOR shall immediately report any attempt by an ICEMA employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or ICEMA. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

29.25 Improper Influence

CONTRACTOR shall make all reasonable efforts to ensure that no individual, Inyo County, San Bernardino County, or ICEMA officer, or employee, whose current or previous position in Inyo County, San Bernardino County, or ICEMA enables him/her to influence on behalf of CONTRACTOR in the award of the Contract or any competing offer or, shall have any direct or indirect financial interest resulting from the award of the Contract, or shall have any relationship to the CONTRACTOR or office or employee of the CONTRACTOR.

29.26 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, ICEMA after consultation with Inyo County, determines that Proposer has intentionally made a material misstatement or misrepresentation or that materially inaccurate information, in the performance of this Contract, has been provided to ICEMA or Inyo County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

29.27 Financial Liability

ICEMA shall not be liable for any costs or expenses incurred by CONTRACTOR to satisfy CONTRACTOR's responsibilities under this Contract, including any costs or expenses incurred by CONTRACTOR for services provided to patients lacking the ability to pay for services.

29.28 Release of Information

No news releases, advertisements, public announcements or photographs arising out of performance of duties under this Contract with ICEMA may be made or used without prior written approval of all parties.

29.29 Debarment and Suspension

The CONTRACTOR certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

29.30 Informal Dispute Resolution

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and,

recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

29.31 Data Protection

Data received by virtue of this Contract will be made part of the ICEMA Continuous Quality Improvement (CQI) Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system.

ICEMA will not use or make available any personally identifiable information other than required State and/or Federal reporting purposes and the Inland Empire E.H.R. Resource Center for the Health Information Exchange project, unless requested by CONTRACTOR in writing.

29.32 Confidentiality

The parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this Contract or that become effective during the term of this Contract, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

29.33 Public Health Authority

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

29.34 No Third Party Beneficiaries

The parties do not intend to confer and this Contract shall not be construed to confer any rights to any person, group, corporation or entity other than the parties.

29.35 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

29.36 Disclosure of Criminal and Civil Procedures

ICEMA reserves the right to request the information described herein from the CONTRACTOR selected for Contract award. Failure to provide the information may result in a disqualification from the award of Contract to CONTRACTOR. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The CONTRACTOR also may be requested to provide information to clarify initial responses. Negative information discovered may result in disqualification of award of Contract.

CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CONTRACTOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CONTRACTOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

30. INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless Inyo County, its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and ICEMA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Inyo County, San Bernardino County and/or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to Inyo County's, San Bernardino County's and/or ICEMA's "active" as well as "passive" negligence but does not apply to Inyo County's, San Bernardino County's and/or ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

31. INSURANCE

31.01 Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County, its authorized officers, employees, agents and volunteers and ICEMA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Inyo County, San Bernardino County and/or ICEMA to vicarious liability but shall allow coverage for ICEMA to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

31.02 Waiver of Subrogation Rights

The CONTRACTOR shall require the carriers of the above-required coverage's to waive all rights of subrogation against Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and/or ICEMA, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against Inyo County, San Bernardino County and/or ICEMA.

31.03 Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Inyo County, San Bernardino County and/or ICEMA.

31.04 Severability of Interests

The CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONTRACTOR and Inyo County, San Bernardino County and/or ICEMA or between Inyo County, San Bernardino County and/or ICEMA and any other insured or additional insured under the policy.

31.05 Proof of Coverage

The CONTRACTOR shall furnish Certificates of Insurance to ICEMA evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ICEMA, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

31.06 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

31.07 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

31.08 Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County of San Bernardino and/or ICEMA has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County of San Bernardino and/or ICEMA will be promptly reimbursed by the CONTRACTOR or payments to the CONTRACTOR will be reduced to pay for County of San Bernardino and/or ICEMA purchased insurance.

31.09 Insurance Review

Insurance requirements are subject to periodic review by ICEMA. The San Bernardino County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of Inyo County, San Bernardino County and/or ICEMA. In addition, if San Bernardino County’s Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Inyo County, San Bernardino County and/or ICEMA, inflation, or any other item reasonably related to Inyo County’s, San Bernardino County’s and/or ICEMA’s risk.

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

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

31.10 Insurance Specifications

The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

A. Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the CONTRACTOR and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to the County of San Bernardino and/or ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County of San Bernardino Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

B. Commercial/General Liability Insurance

The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Premises operations and mobile equipment.
2) Products and completed operations.
3) Broad form property damage (including completed operations).
4) Explosion, collapse and underground hazards.
5) Personal injury.
6) Contractual liability.
7) $2,000,000 general aggregate limit.

C. Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the CONTRACTOR is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.
If the CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Professional Liability Insurance coverage with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits or

Errors and Omissions Liability coverage with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits
or
Directors and Officers Liability coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

D. Cyber Liability - CONTRACTOR, at its sole cost and expense, shall carry Cyber Liability Insurance, with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

32. NOTICE

Any notice or notices required, pursuant to this Contract, may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the representative at the following addresses:

EMS Administrator
ICEMA
1425 South D Street
San Bernardino, CA 92415-0060

CONTRACTOR:
XXX
XXX
XXX, XXX

33. CALIFORNIA LAW

This Contract shall be construed and interpreted according to the laws of the State of California.

34. ENTIRE CONTRACT

This Contract contains the entire Contract between the parties hereto with respect to the matters referred to herein. No other prior contemporaneous Contracts, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto.

IN WITNESS THEREOF, ICEMA, and Contractor have executed this Contract to be effective upon the date this Contract becomes fully executed by all Parties.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

► _____
James Ramos, Chair, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

By _____
Deputy

_____
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

_____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to Board for Signature
► _____ Counsel	► _____	► _____
Date _____	Date _____	Date _____

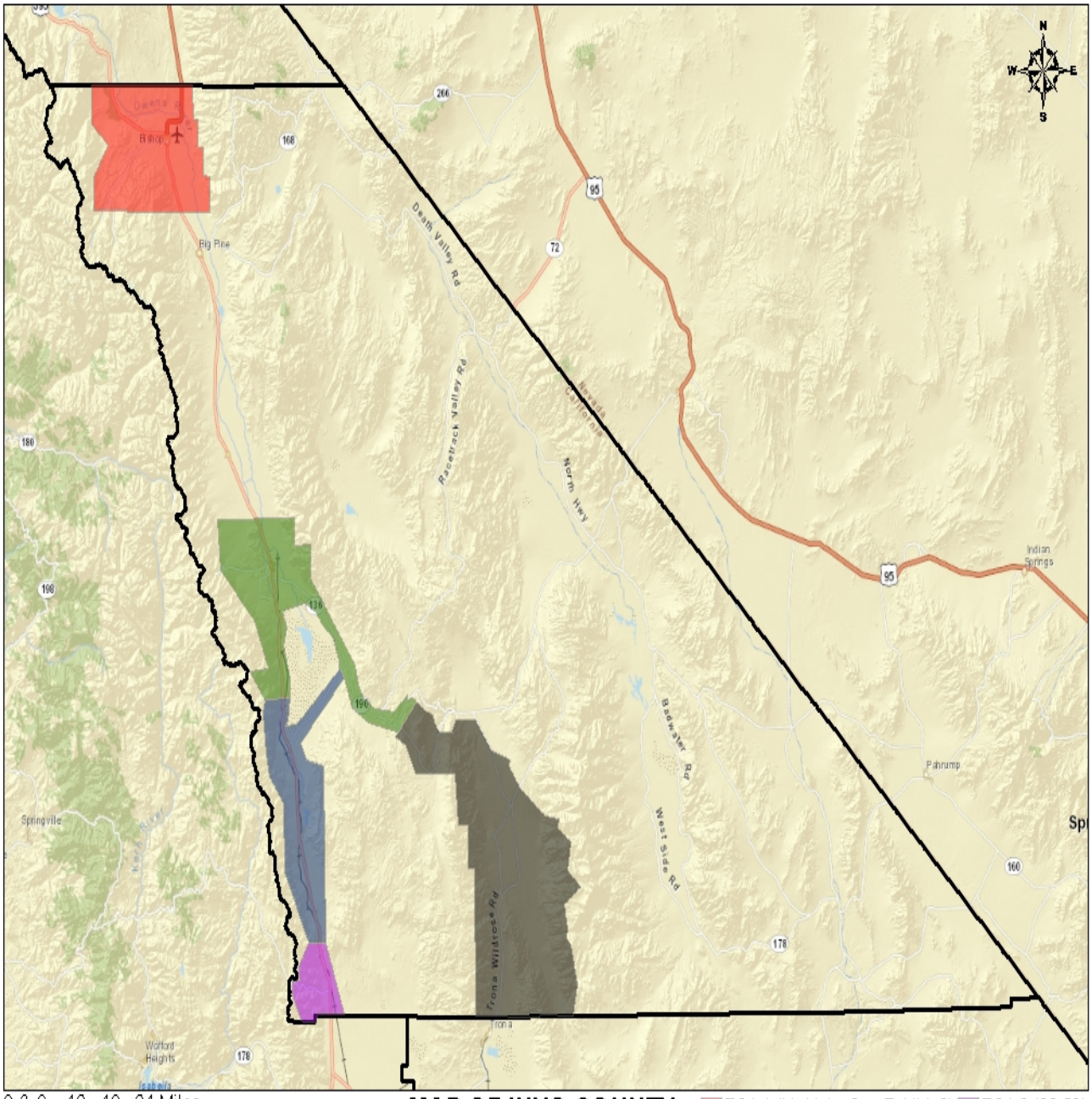
Exhibit 1

Description
Exclusive Operating Area #4

- *North - Aqueduct crossing at George's creek, Hwy 395*
- *South - Cottonwood Creek, Hwy 395*
- *East - Towne's Pass, Hwy 190*
- *West - Roads end*

MAP OF INYO COUNTY EOA RESPONSE TIMES

Exhibit 2



0 3 6 12 18 24 Miles

ICEMA, Census and public data.
Compiled 3/24/2015, PW.

MAP OF INYO COUNTY EOA RESPONSE TIMES

- EOA 1 (Multiple, See Exhibit 3)
- EOA 4 (99:59)
- EOA 5 (99:59)
- EOA 6 (99:59)
- EOA 7 (99:59)