



**COUNTY OF INYO
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Request for Proposals

Interim EMS- 9-1-1 Services/Ambulance

For the provision of emergency medical response and ground ambulance transport in the City of Bishop and surrounding area

Deadline for submission of RFP:

Monday, August 7, 2023 by 7:00 a.m.

Applications received after 7:00 a.m. on August 7, 2023 will not be considered.

Applications to be submitted in a single electronic PDF proposal package

Return RFP to:

Inyo County Health and Human Services
hhs-admin@inyocounty.us

I. INTRODUCTION

A. Solicitation Language

Proposals or bids must be received by the designated date and time. Responses must be submitted at the location identified.

B. Purpose

The existing Emergency Medical Services (EMS) provider for the Operating Area defined as the City of Bishop and surrounding area (herein referred to as Operating Area), which includes the area North of Bishop to the Mono County line on Hwy 395, South of Bishop to Keough's Road on Hwy 395, East of Bishop to the Mono County line on Hwy 6 and to the end of roads West of Bishop (see Exhibit 1) will end their contract to provide services effective August 23, 2023.

Through this Request for Proposals (RFP), the County, in partnership with the City of Bishop (collectively referred to as "Agencies") are seeking to find an EMS service provider who will meet the emergency response and ambulance transport needs for this Operating Area, which does not have exclusivity for the near term. The Agencies are seeking interim service as they continue their work with the Inland Counties Emergency Medical Agency (ICEMA) to engage in the longer process necessary to reestablish an Exclusive Operating Area and procure bids to provide long-term services.

It is the intent of the Agencies through this RFP, to find parties interested in providing the Operating Area with "Interim Ambulance Service." This can generally be defined as delivering urgent/911 medical care at the Basic Life Support (BLS) level or greater, to individuals who have a need for immediate medical attention. Additionally, when patient conditions or the situation is deemed necessary by emergency medical personnel, the provider should conduct interfacility transfers, thereby delivering patients to qualified medical personnel at an appropriate transferring facility. Any transportation needs pursuant to a request for an emergency ambulance shall be deemed appropriate for the Operating Area. This RFP further seeks a provider of stand-by coverage at special events within the operating area, as well as outside the operating area as requested by the provider serving the other area(s).

C. Term of Contract

The anticipated Contract period will be for the period beginning August 23, 2023, through December 31, 2024.

D. Minimum Proposer Requirements

All Proposers must:

1. Have no record of unsatisfactory performance with ICEMA, County of Inyo, or California Emergency Medical Services Authority (EMSA).
2. Be accredited to operate within the State of California, and receive an authorization letter from ICEMA, after completing their Medical Control Form (see Exhibit 2)
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements for ICEMA and the Agencies
4. Be willing to provide statistical reporting data as requested by the Agencies
5. Be able to demonstrate the ability to provide EMS service as described in the Scope of Work.
6. 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 as an

attachment to the proposal.

E. Proposal Conference

A proposal conference will be held on Wednesday, July 26, 2023, between 3:00 PM and 4:00 PM at the Clint G. Quilter Consolidated Office Building at 1360 North Main Street, Suite 101, Bishop, California 93514.

F. Correspondence

All correspondence and **questions** are to be submitted to:

County of Inyo
Department of Health and Human Services
Attn: Marilyn Mann or Anna Scott
1360 N. Main St., Ste 101, Bishop, CA 93514
E-mail: hhs-admin@inyocounty.us
(760) 873-3305

G. Proposal Submission Deadline

Proposals or bids must be received no later than **7:00 a.m. on Monday, August 7, 2023**. Late or incomplete proposals will not be accepted.

II. PROPOSAL TIMELINE

| | |
|-----------------------------------|---------------------------------|
| Release of RFP | July 21, 2023 |
| Proposal Conference | July 26, 2023, 3:00-4:00 PM |
| Deadline for Proposals | 7:00 AM, Monday, August 7, 2023 |
| Tentative Date for Contract Award | Tuesday, August 15, 2023 |

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit County of Inyo to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. County of Inyo will notify all Proposers in writing if all proposals are rejected.

B. Best Value Evaluation Process

County of Inyo realizes that conditions other than cost are important and will award contract(s) based on the proposal that best meets the needs of Inyo County and its citizens.

At County of Inyo's discretion, considerations that may factor into the decision will be based upon which services provide the best value to 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
- Ancillary Services proposed
- Proposed additional fees requested for ancillary services
- Financial resources available to Proposer
- Any other factors the Proposer feels relevant to list

C. Incurred Costs

County of Inyo 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.

D. Confidential Information

All proposals, bids and materials submitted become property of County of Inyo. All proposals/bids received are subject to the "California Public Records Act". While the County 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.

E. Final Authority

The final authority to award contracts as a result of this RFP is vested with the County of Inyo. The successful respondent must provide the County confirmation of meeting ICEMA standards to provide BLS and/or ALS services in the designated area and must provide a copy of the standard agreement between the respondent and ICEMA at the time of submitting proposal or by date of Contract execution.

IV. SCOPE OF WORK

A. Background

Inyo County, 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 18,970 (2021 US Census estimate) residents and a significant visitor population which travel to and through Inyo County utilizing US Highway 395, US Highway 6, and State Highway 190 through Death Valley National Park.

Emergency medical services are provided throughout the majority of the county by volunteer emergency medical responders who are associated with local fire departments. The Bishop community and surrounding area, which has operated historically as an exclusive operating area, and more recently without exclusivity, has been served by private ambulance companies procured through RFPs to provide 9-1-1 Emergency Ambulance service. The current contract is an interim contract that expires July 23, 2023, and provides coverage of the defined area without exclusivity. The Agencies are seeking a provider to continue coverage of 9-1-1 Emergency Ambulance services in the operating area, which will remain without exclusivity until the procurement process coordinated by ICEMA and the County, with approval from the state's Emergency Medical Services Authority (EMSA), is completed and the exclusive operating area is re-established.

The area has limited alternatives for emergency medical response. The Bishop Volunteer Fire Department has the capacity to provide limited emergency medical service response support, but is not able to meet the volume of calls for service in the area, which is approximately 1500 calls per year. Historically, those calls resulting in BLS/ALS transports have a payor mix that is predominantly Medicare and/or MediCal. The most recent 90-day snapshot of payor mix reflects approximately 50 percent Medicare primary with/without secondary, 20-25% MediCal, 11 percent private, and the remainder private pay or other. This RFP is seeking a proposal that demonstrates the ability to provide BLS and/or ALS level emergency medical response, as well as ambulance services to meet the full volume of service calls for the defined area while the procurement for these services and the reestablishment of the exclusive operating area is conducted.

B. Specific Requirements

1. Provide emergency medical response to all emergency medical calls within the operating area at a minimum basic life support (BLS) level or greater in a condition or situation in which an individual has a need for immediate medical attention and when the provision of service is within the scope of certification.

2. Provide ground transport by ambulance at BLS level or greater as certified.
3. Meet standards to provide emergency medical services and ambulance transport for the operating area as certified by ICEMA.

V. CONTRACT REQUIREMENTS

The County of Inyo's Standard Contract #135 shall be used. Terms are subject to negotiation. A copy of the contract template is attached as Exhibit 3.

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.

B. Proposal Format

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

1. Cover Page

Exhibit 4 is to be used as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.

2. 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.

3. 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.

4. Proposal Description

Provide a detailed description of the proposal being made.

- a. The proposal should address, but not be 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 the operating area and its citizen's needs and how the Proposer plans to meet these.
 - 2) A concise statement of the services proposed.
 - 3) A plan that reflects provider's ability to sustain services at the proposed level(s) of care and indicates capacity to operate using the area's payor mix over the term of the contract, including subsequent renewals.
 - 4) Any proposed alternative delivery system(s), innovation that improves levels of prehospital care, performance times, etc.
 - 5) Describe capacity to provide Second-Out redundancy.
 - 6) Describe capacity to provide stand-by coverage at area events
 - 7) A statement indicating when the Proposer expects to be operational following contract execution.
 - 8) Proposed cost plan for service provision, including any requested fees or offsetting cost requests for identified services
- c. Revenue and Cost Report for proposed services

5. 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.

6. Licenses, Permits, and/or Certifications

Bidder shall provide certification from ICEMA verifying Bidder's qualification to provide emergency medical and ambulance services in the defined area.

7. Insurance

Submit evidence of ability to insure as outlined in Exhibit 5

VII. EVALUATION AND AWARD

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.
2. **Selection Method**
Selection of the successful applicant will be made based on the following criteria (overall point value 100):
 - a. Deployment and Operating Plan (40 points total)
 - 1) Plan for level of service (BLS, ALS, etc.) – 10 points
 - 2) Plan for coverage redundancy – 10 points
 - 3) Time frame for standing up service within the region – 10 points
 - 4) Associated staffing pattern – 5 points
 - 5) Additional service offerings above minimum standard – 5 points
 - b. Depth and breadth of experience in California (Maximum of 25 points total to be awarded as follows)
 - 1) Current provider of 911 EMS Service in Inyo or Mono County – or - 5 years or more of experience providing BLS (and ALS) ambulance services in California with current or past certification from ICEMA submitted – 25 points; or
 - 2) 5 years or more of experience providing BLS (and ALS) ambulance services in California with relevant billing numbers, and ability to obtain ICEMA certification within designated time – 20 points will be awarded; or
 - 3) 5 years or more of experience providing BLS (and ALS) ambulance services within California, without ICEMA application submitted – 15 points; or
 - 4) 5 years or more of experience providing BLS (and ALS) ambulance services outside of California – 10 points will be awarded; or
 - 5) <5 years of experience providing BLS (and ALS) ambulance services in California – 5 points will be awarded
 - c. Proposed or requested financial support for providing the represented service, with an inverse weighting (more points will be awarded to proposals with lower financial requests) (20 points total)
 - d. Proposal include the ability to provide services effective August 23, 2023 and have a plan for sustainability over the term of the contract, including subsequent renewals of contract and reflects an understanding of payor mix and potential challenges (5 points total)
 - e. Reference checks (10 points total)

EXHIBIT 1

Exhibit 1 -

Operating Area (1)

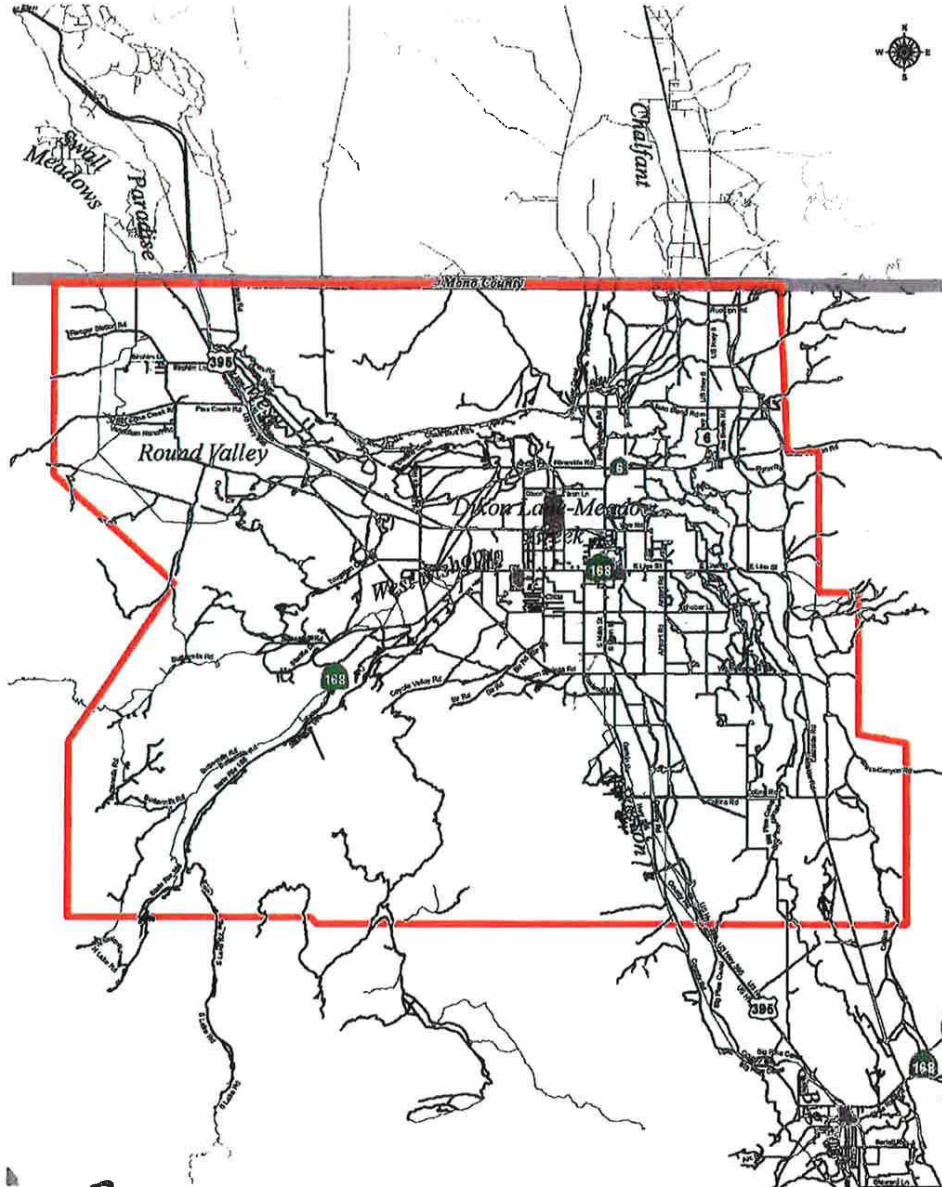


EXHIBIT 2



INLAND COUNTIES EMERGENCY MEDICAL AGENCY
Serving San Bernardino, Inyo and Mono Counties
1425 SOUTH "D" STREET
SAN BERNARDINO, CA 92415-0060
(909) 388-5823 FAX: (909) 388-5825

PROVISION OF MEDICAL CONTROL INFORMATION UPDATE FORM

1. PROVIDER INFORMATION

Name: _____

Doing Business As: _____

Address: _____

Mailing Address: _____

Business Phone: _____ Fax: _____

2. ADMINISTRATION/STAFFING

Fire Chief/CEO: _____ E-mail: _____

EMS Coordinator: _____ E-mail: _____

Medical Director: _____ E-mail: _____

If a corporation, joint venture, partnership or limited partnership, list names of all partners, and/or names of corporate officers, their permanent addresses and their percentage of participation in the business. ☐ Not Applicable

| Name | Mailing Address | Position (i.e., Board Member, Partner, President) | % of Participation |
|-------------|------------------------|--|---------------------------|
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3. TYPE OF SERVICE, LEVEL OF SERVICE(S), AND NUMBER OF AMBULANCES

Check the type of service to be provided.

- ☐ First Responder
- ☐ Ground Ambulance Transport
- ☐ Paid Fire Department
- ☐ Volunteer Fire Department
- ☐ Law Enforcement
- ☐ Special Events
- ☐ Other

If Other is marked, describe type of service: _____

Check the level of service(s) to be provided and the number of ambulances in each category.

| Level of Service | # of Units |
|---|------------|
| <input type="checkbox"/> Advanced Life Support (ALS) | _____ |
| <input type="checkbox"/> Basic Life Support (BLS) | _____ |
| <input type="checkbox"/> Specialty Care Transport (SCT) | _____ |

4. HOURS OF SERVICE

- ☐ 24 hours per day, 365 days per year
- ☐ Other

If other, please specify: _____

5. OPERATING AREA(S)/BOUNDARIES

List the operating area(s) as specified in the EMS Plan. Include exclusive operating area(s).

☐ Not Applicable

EOA #s: _____

6. MUTUAL AID AGREEMENTS

List the names of ambulance providers the organization has a written Mutual Aid Agreement to provide coverage in times of shortages.

7. LOCATION OF AMBULANCE STATIONS

List the location of ambulance stations. If additional space is needed, attach a separate page.

Main Station:

Address: _____

Sub-station:

Address: _____

Sub-station:

Address: _____

Sub-station:

Address: _____

Sub-station:

Address: _____

Sub-station:

Address: _____

Sub-station:

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Sub-station:

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Sub-station:

Address: _____

8. AMBULANCE UNITS

Provide a complete list of ambulance units that will operated. If additional space is needed, attach a separate page.

[illegible]

9.

In order to utilize a secondary vehicle, list and define primary functions of any secondary patient transport vehicles or response units (i.e., bikes, supervisor units, boats, ATV, or other transport capable vehicles).

[illegible]

10.

List the number of employees/volunteers below:

| Type | Full-time | Part-time | Volunteer | Expiration Date |
|-------------|------------------|------------------|------------------|------------------------|
| AEMT | | | | |
| EMT | | | | |
| EMT-P | | | | |
| MICN | | | | |

List of employees/volunteers and the expiration date of their certification, accreditation or license. If additional space is needed, attach a separate page.

[illegible]

11. SIGNATURE FOR SUBMISSION

This form is to be signed and verified by the owner/applicant/officer, or in a partnership, by each partner. In the case of a corporation the signature of an authorized officer and the accompanying corporation seal are required. Add signature page as needed.

The above information and statements are true and correct to the best of my knowledge.

Applicant/Owner/Officer Signature

Applicant/Owner/Officer Signature

Print Name

Print Name

Date

Date

**NON-FINANCIAL AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Emergency Medical services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish within County emergency medical services as detailed in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those applicable provisions of the Health and Safety Code.

2. TERM.

The term of this Agreement shall be for the period, beginning DATE and ending DATE. Such terms shall automatically renew unless and until the County provides written notice of the intent to terminate this Agreement TIME PERIOD prior to the expiration of the term.

3. CONSIDERATION.

In consideration for entering into this Agreement, Contractor shall be permitted to provide emergency medical services on a non-exclusive basis within the area described in Attachment A. Except as otherwise provided for in Attachment B, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, authorization to operate from the Inland Counties Emergency Medical Agency, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non- procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Unless expressly provided for in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Unless expressly provided for in the Schedule of Fees (Attachment B), responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor. Any supplies, equipment, vehicles, materials, etc. paid for by County under this Agreement are the personal property of County.

6. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

7. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

8. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, employees, and volunteers, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, employees, and volunteers are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

9. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or volunteers. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, volunteers, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

10. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, employees and volunteers shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and volunteers shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

12. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

14. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty (20) (Amendment).

15. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

16. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

18. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

19. RESERVED.

20. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

21. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

| | |
|--------------------------------|----------------|
| Health and Human Services | Department |
| 1360 N. Main Street, Suite 201 | Address |
| Bishop, California 93514 | City and State |

Contractor:

| | |
|--|----------------|
| | Name |
| | Address |
| | City and State |

22. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

///

AND _____
FOR THE PROVISION Emergency Medical Services - 9-1-1 Ambulance Service **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
 ____ DAY OF _____, _____.

COUNTY OF INYO

By:

Signature

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

CONTRACTOR

By:

Signature

Print or Type Name _____

Dated: _____

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION Emergency Medical Services - 9-1-1 Ambulance Service **SERVICES**

TERM:

FROM: _____ **DATE** **TO:** _____ **DATE**

SCOPE OF WORK:

SAMPLE

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION Emergency Medical Services - 9-1-1 Ambulance Service **SERVICES**

TERM:

FROM: DATE **TO:** DATE

SCHEDULE OF FEES

SAMPLE

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION Emergency Medical Services - 9-1-1 Ambulance Services **SERVICES**

FROM: _____ **DATE** _____ **TO:** _____ **DATE** _____

SEE ATTACHED INSURANCE PROVISIONS

SAMPLE

Exhibit 4 - COVER PAGE

PROPSER'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 incorporation: _____

PROPOSER'S 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 C: 2023 Insurance Requirements for Professional Services - Ambulance Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability:** Insurance appropriate to the Contractor’s profession, with limit no less than **\$3,000,000** per occurrence or claim, **\$3,000,000** aggregate.
5. **Abuse/Molestation Liability:** Sexual assault and misconduct (“SAM”) coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate.
6. **Cyber Liability:** with limits not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the

Attachment C: 2023 Insurance Requirements for Professional Services - Ambulance Services

form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

Attachment C: 2023 Insurance Requirements for Professional Services - Ambulance Services

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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