

B000612

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND FITCH & ASSOCIATES LLC FOR THE PROVISION OF
EMS SYSTEM EVALUATION SERVICES**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County") has the need for EMS system evaluation services of Fitch & Associates LLC of Platte City, Missouri (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 to the County, upon its request, those services and work set forth in the "Proposal for Mono County EMS System Evaluation dated September 19, 2011", which Proposal is attached hereto as Attachment A, and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Mono County Administrative Officer, or his authorized representative. Requests to the Contractor for work or services to be performed under this Agreement shall be based upon the County's need for such services.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of the Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided at the County's request by the Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and Mono County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

2. TERM

The term of this Agreement shall be from October 31, 2011 to March 15, 2012 unless sooner terminated as provided below. Contractor shall perform work in a timely manner as identified in the Proposal (Attachment A).

3. CONSIDERATION

A. Compensation.

County shall pay Contractor in accordance with the Fees on Page 32 of the Proposal (Attachment A) for the services and work which are performed by Contractor at the County's request. Further, payment will be made in accordance with, and upon satisfactory completion of the specific milestones set forth on Attachment A.

B. Travel and Per Diem.

Unless otherwise agreed by the parties, Contractor will be paid or reimbursed only for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement; all such expenses and per diem are included in the Fees on Page 32 of the Proposal (Attachment A)

C. No Additional Consideration.

Except as expressly provided in this Agreement, 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. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement and for travel expenses incurred while performing those services and work in the field shall not exceed **sixty-eight thousand six hundred forty dollars (\$68,640.00)** (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed or direct expenses which are in excess of the contract limit.

E. Billing and Payment.

Contractor shall submit to the County, not more than once per month, an itemized statement of all services and work described in the Proposal, which were done at the County's request. The statement to be submitted shall identify the date on which the services and work were performed and describe the nature of the services and work that were performed. Invoicing shall be informative and concise regarding work performed during the billing period. The County shall make payment to Contractor within thirty (30) days of receipt of Contractor's itemized statement, in accordance with paragraph 3.A. Compensation, and contingent upon Contractor's timely completion of the specific milestones described in Attachment C. Should Contractor produce incorrect invoices, the County shall withhold payment until corrected.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four-hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, the County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually by the County to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Upon the issuance of a written "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Proposal which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County in the "Notice to Proceed."

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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. 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, driver's licenses, professional licenses or certificates, contractor's licenses, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to the County. Contractor shall provide the County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the 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, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services.

Contractor will provide County with documents as described in the Proposal.

8. WORKERS' COMPENSATION

Contractor shall provide worker's compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, shall provide the County with evidence of the required worker's compensation insurance coverage, if requested by the County.

9. PUBLIC WORK

A. Determination.

Some of the services and work to be provided by Contractor under this Agreement may constitute a Public Work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services described in Attachment

A of this Agreement that constitute a Public Work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment B.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a Public Work described in this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services that constitute a Public Work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services that constitute a Public Work, as determined by the Director, for the work or craft for which the worker is employed in the performance of work and services provided under this Agreement that constitute a Public Work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the work and services requested by County, as described in the Scope of Work of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services described in Attachment A of this Agreement that constitute a Public Work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of work and services described in the Scope of Work of this Agreement that constitute a Public Work, is limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of work and services, as described in the Scope of Work of this Agreement that constitute a Public Work, by employees of Contractor, or employees of any subcontractor under him, in excess of eight (8) hours per calendar day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the work and services requested by County that constitute a Public Work, as described in the Scope of Work of this Agreement. The record shall be kept open at all reasonable hours to the inspection of County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the work and services requested by County that constitute a Public Work, as described in the Scope of Work of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

10. INSURANCE

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products, and completed operations, as applicable. Such policy shall provide coverage of not less than one million dollars (\$1,000,000.00) combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

B. Automobile/Aircraft/Watercraft Liability Insurance.

If Contractor utilizes a motor vehicle in the performance of any work or services identified in the Scope of Work of this Agreement, Contractor shall procure and maintain in force throughout the duration of this Agreement, a Comprehensive Automobile/Aircraft/Watercraft Liability Insurance policy with minimum coverage levels of three-hundred thousand dollars (\$300,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles/aircraft/watercraft employed by the Contractor in the performance of the work and services requested by the County, as described in the Scope of Work of this Agreement. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. This coverage may be waived in writing by Mono County Risk Management if it is determined there is no significant exposure to these risks.

C. Professional Errors and Omissions Liability Insurance.

Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) policy aggregate. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. If professional liability coverage is written on a claims-made form: 1) the "retro date" must be shown and must be before the date of this Agreement or prior to commencing work and services requested by the County under this Agreement; 2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work and services performed under this Agreement; and, 3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "retro date" that is prior to the date of this Agreement, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work and services performed under this Agreement.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing work and services requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the 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 (unless otherwise specified herein) 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 the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees 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.

12. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the County, its 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, or employees. Contractor's obligation to defend, indemnify, and hold the County, its officers, and employees harmless applies to any actual 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 cost which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, suppliers, or anyone 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 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.

13. RECORDS AND AUDIT

A. Records.

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, 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, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits.

Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the 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, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. NON-DISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees 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, ancestry, national origin, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees 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.

15. CANCELLATION

This Agreement may be cancelled by the County without cause, and at will, for any reason by giving to Contractor fifteen (15) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving fifteen (15) days written notice of such intent to cancel to the County.

16. ASSIGNMENT

This is an agreement for the services of Contractor. The 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 the County. Further, the Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

17. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or 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-five (25) below.

19. CONFIDENTIALITY

Contractor agrees to comply with 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 privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

20. 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. Contractor agrees to complete and file a conflict of interest statement.

21. 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 (2) 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.

22. 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.

23. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph twenty-five (25) below.

24. ATTORNEY’S FEES

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of this Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

25. AMENDMENT

This Agreement may be extended, 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.

26. NO THIRD PARTY BENEFICIARIES

There are no intended or incidental third party beneficiaries of this Agreement, including but not limited to the Contractors and Design Professionals employed on the Project, and no one except the Parties to this Agreement may seek to enforce its terms..

27. NOTICE

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

County of Mono:

Mono County Administrative Office
Post Office Box 696
Bridgeport, California 93517
(760) 932-5410

Contractor:

Fitch & Associates LLC
2901 Williamsburg Terrace, Suite G
Platte City, MO 64079
(816) 431-2600

28. 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.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

By: James M. Arkens
Name: Jim Arkens
Title: County Administrative Officer
Date: 11/1/2011

CONTRACTOR:

By: Richard A. Keller
Name: Richard A Keller
Title: PARTNER
Firm: Fitch & Associates LLC
Date: 11/8/2011
Tax ID: 43-1780744

Approved as to Form:

[Signature] 10/20/11
County Counsel Date

Approved as to Insurance:

Rita Sherman
Rita Sherman, Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND FITCH & ASSOCIATES LLC FOR THE PROVISION OF
EMS SYSTEM EVALUATION SERVICES**

Attached hereto and incorporated herein by reference is the "Proposal for Mono County EMS System Evaluation dated September 19, 2011" (Proposal)



**Proposal for
Mono County
EMS SYSTEM EVALUATION**

**452 Old Mammoth Road
Sierra Center Mall, 3rd Floor
Mammoth Lakes, CA 93546**



**2901 Williamsburg Terrace #G ▪ Platte City ▪ Missouri ▪ 64079
Richard A. Keller ▪ 816.431.2600 ▪ rkeller@emprize.net**





September 19, 2011

Jim Arkens
Chief Administrative Officer
Mono County
452 Old Mammoth Road
Sierra Center Mall, 3rd Floor
Mammoth Lakes, CA 93546

Dear Mr. Arkens:

Fitch & Associates is pleased to submit this proposal to the County of Mono for the consulting project to conduct a comprehensive evaluation of the Mono County EMS System. The proposed activities are designed to provide the County with comprehensive assessment of its out-of-hospital and emergency medical services system. The goal of the project is to identify the roles, responsibilities, and structure for EMS to respond to the changes in healthcare. The project it to focus on achieving the greatest possible benefits to the patients and the community while ensuring a balance of quality and value.

We have submitted detailed work plan that demonstrates our experience and familiarity with these types of projects. Fitch & Associates, LLC has conducted numerous similar projects throughout North America and specifically in California

I will by your contact and will function as the Project Manager if we are to receive the award. I can be reached at:

Richard Keller, Partner
Fitch & Associates, LLC
2901 Williamsburg Terrace, Suite G
Platte City, MO 64079
(816) 431-2600
fax (816) 431-2653
email: rkeller@emprize.net

If you have any questions regarding our proposal, please contact me. We appreciate the opportunity to work in Mono County and thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Richard A. Keller".

Richard A. Keller,

Partner

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EXECUTIVE SUMMARY

Fitch & Associates has designed this proposal to address the complexity and expanse of Mono County's EMS system. The project design is straight forward:

- Assess the current system to know what services are being delivered and at what performance levels.
- Analyze the system's funding mechanisms, sources of revenue, allocations, and expenditures.
- Incorporate extensive stakeholder input into defining expectations.
- Communicate and educate decision-makers on the existing system and desired future state.

These activities require an extensive effort from the County, stakeholders, and the consulting team. We have proposed a team unsurpassed in its experience and expertise with EMS system design specifically in California. The Consultant Project Director was the Project Director for the Napa and Contra Costa Counties system design and procurement processes resulting in the current integrated EMS systems. This prior experience gives us a solid perspective on the unique characteristics of California EMS systems.

Effective system design does not take place in a consultant's office. The consultant can only capitalize and facilitate the gathering and distribution of information from the real experts—those who are guiding and working in the Mono EMS system each and every day. The success of our system designs is based on capturing local knowledge and collaborating with local stakeholders and decision-makers in defining expectations and performance requirements. This collaborative effort soliciting input from a wide variety of groups and individuals is our commitment to the County of Mono.

The goal of this project is to provide the County with high quality EMS that benefits the patient's receiving care. The system should be sustainable over the long-term and include performance requirements so that the system continually improves. High quality clinical care, responsiveness, and support for a quality workforce should be key characteristics of the EMS system. At the same time, it is necessary to ensure that the County is getting good value for its resource commitments.

This proposal is designed to deliver a high quality, cost effective, implementable, and sustainable EMS system for the foreseeable future.

SECTION I. THE ISSUES

The Medicine

The County has recognized the changing environment impacting the provision of emergency medical services (EMS) and out-of-hospital care. Recent research has shifted the emphasis of EMS systems from focusing on discrete performance activities to adopting a systems approach to specific patient conditions. It is recognized that the overall goal of improved patient outcome is dependent upon the coordinated efforts of multiple caregivers, not just the first responders and ambulance personnel. Significant advancements have been made in the treatment of acute myocardial infarctions through the STEMI (ST-Segment Elevation Myocardial Infarction) programs that embrace early recognition by pre-hospital personnel and a rapid coordinated treatment at designated hospitals. Similar systems approaches have been credited with improved outcome for trauma patients and are envisioned for patients suffering from strokes.

A number of other advancements have been made that positively impact the patient and include pain mitigation, continuous positive airway pressure (CPAP), decreasing intrathoracic pressure with CPR, hypothermia treatment, and other promising interventions and technology.

The efficacy of short response times and early advanced life support (ALS) has been deemphasized as the result of research which questions the value of these measures for positive patient outcomes. Rather, EMS systems have increased efforts to expand system-wide public access defibrillation and bystander CPR which have demonstrated positive patient outcome results.

It has been recognized that EMS systems have the infrastructure, competence, and capability to fulfill a more important role than solely the provisions of emergency medical response, treatment and transport. Prevention efforts, early identification of symptoms, and community education programs have effectively reduced the incidence of some acute emergency medical events. A wide variety of programs have demonstrated positive results including programs for asthma patients, fall prevention, car seat training, encouraging use of helmets, and early recognition of signs of heart attack or stroke.

The direction of EMS is clearly pointed toward a comprehensive systems approach to deal with the ill and injured. To be effective, the continuum of service providers must be involved, coordinated, and effective in the delivery of the patient-focused care and treatment required to save lives and improve patient quality of life.

The Challenges

EMS systems continue to evolve and evidence-based protocols, policies and procedures are having demonstrable positive effects on patient outcomes. But, these systems are severely challenged by old limiting designs, too few resources, turf battles, politics, and rapid changes in the healthcare delivery systems in America.

EMS and out-of-hospital healthcare activities are funded primarily by user fees and public tax support. Each of these funding sources is being challenged. Primary payers of user fees are government healthcare programs (Medicare and MediCal) and insurance companies. Government payers only pay for the patient transportation component and then only to select destinations (i.e. hospitals). California has seen continuous decreases in Medicare reimbursement since the implementation of Medicare ambulance fee schedule in 2002 and now only realizes limited increases that fail to cover cost increases or even keep up with inflation.

The financial crisis in California has decreased MediCal reimbursement and is expected to further cut funding for ambulance services.

On average, neither Medicare nor MediCal is reimbursing the cost of providing ambulance services provided to beneficiaries and recipients.

Health insurance companies are increasing pressure to reduce their payments for ambulance services, particularly in California where the average ambulance rates are higher than other areas of the country, averaging more than \$1,500 per transport in many communities.

Fundamental changes in healthcare delivery are occurring. The passage of healthcare reform has introduced changes in the means and methods that healthcare will be provided and compensated. The push toward accountable care organizations (ACO) the creation of insurance exchanges and the continued efforts of government healthcare payers to expand value-based purchasing will dramatically change how healthcare services and EMS are delivered and paid for.

These issues, and others, must be considered in light of the severe financial pressures on federal, state, and local jurisdictions. Communities have decreased public safety funding resulting in cuts to fire and police personnel. Lack of funding limits progress and many jurisdictions have had to cut services provided to its constituents.

Our Response

The response required to address the issues and challenges to modern EMS systems is clear. System leaders must consider making fundamental changes to the roles and deliverables expected from EMS. There must be a commitment to expand the definition of EMS to encompass the new role as healthcare system integrator embracing responsibilities for public health and linking patients to the most effective care providers.

Consider the impact of decades of fire prevention efforts by fire agencies on a national basis. These focused initiatives including prevention, increasing public education and awareness, and the implementation and enforcement of stringent building codes have dramatically reduced the incidence of structure fires. Out-of-hospital and emergency medical care activities delivered by EMS systems can be redirected to accomplish similar results in improving patient outcomes and quality of life.

A recent program has been initiated with the goal of decreasing death due to cardiac disease by 20% in five years with an expectation of further reductions in the future. It represents a holistic approach including patient education and behavior modification, early recognition of disease indicators, new breakthrough medications, increasing bystander CPR and public access defibrillation, and the treatment continuum for acute events provided by bystanders, first responders, EMS, and definitive care facilities.

Other patient conditions are prime targets for coordinated efforts to create positive results. These may include trauma being addressed with coordinated prevention activities and a comprehensive trauma system response to acute events. Reduction of long-term effects of stroke and the reduction of acute asthma attacks are potential targets for coordinated action.

With this perspective, it will be necessary for EMS systems to examine and modify its fundamental roles and responsibilities. In order to accomplish such a transformation the system leaders have to embrace a new vision and challenge all aspects of the status quo.

The proposed scope of work for this project embraces the concept of eliminating preconceived ideas and continuation of the status quo in order to design and develop an out-of-hospital and emergency response system that focuses on the community, its patients, and those activities that have a proven positive impact on health and wellness of the community members.

SECTION II. OUR APPROACH

Project Methodology

Success in this project will be measured not only by the quality of the analysis but by the experience and skills of those involved to build consensus around the methodology. Our proposed approach objectively blends national experts with local resources. We will work collaboratively with local leaders to take full advantage of available inputs and achieve the desired outcomes. The methodology we utilize builds support for recommendations throughout the project in a manner that facilitates implementation.

Comprehensive Review Framework for EMS Systems

We propose to use a comprehensive review framework that has been customized to the unique requirements of Emergency Medical Services. Gaining a complete understanding of the system components at the outset facilitates developing customized options.

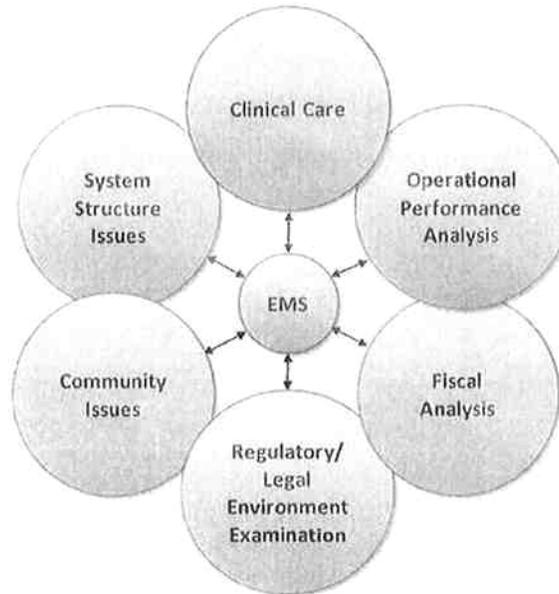
The review methodology used by our team has been developed and refined over more than 25 years of system evaluation. The process evolved from Value for Money Programmatic Auditing used by the Comptroller General of Canada and has been customized to address EMS systems.

EMS, as an industry, has failed to adequately study and document evidence to guide system design and operational practices. In the absence of industry-accepted standards for evaluating and comparing EMS systems, the study will analyze multiple variables drawn from diverse sources, which include:

- Malcolm Baldrige National Quality Standards,
- Commission on Accreditation of Ambulance Service (CAAS) standards,
- Commission on the Accreditation of Medical Transport Services (CAMTS) standards,
- National Fire Protection Association (NFPA) standards,
- National Academies of Emergency Dispatch (NAED) standards,
- American Ambulance Association (AAA) EMS: Structured for Quality guidebook, and
- Institute of Medicine (IOM) findings in the EMS at the Crossroads report.

The consulting team will also examine multiple aspects of the EMS System to ensure that recommendations are best suited to improve EMS in Mono County.

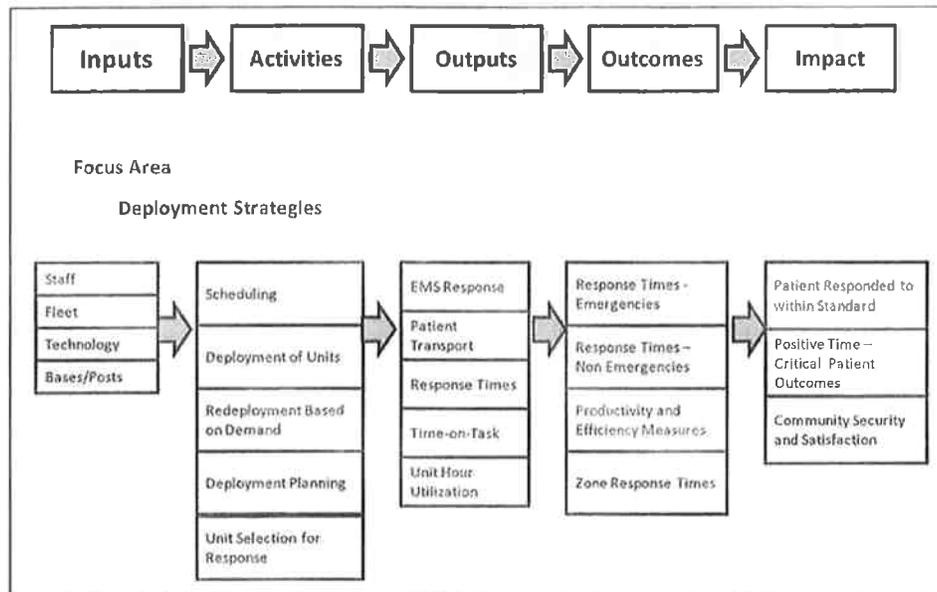
Figure 1. Fitch & Associates' EMS System Evaluation Model



Our industry specific framework incorporates six major areas of inquiry including clinical care, operational performance analysis, fiscal analysis, regulatory/legal environment examination, community issues and system structure issues. The framework acknowledges that state, regional and local government entities, public safety agencies, medical facilities, physicians, nurses, paramedics, fire fighters, insurers, tax-payers and many others must work together in order to provide the highest possible level of quality within available resources. The following points present the elements that are typically covered within the course of a review.

This tried and true process is coupled with the Logic Model Analysis (Figure 2) for the study. We will utilize Logic Model Analysis processes for the assessment of the Mono County's EMS system as well as using the process for designing the study itself.

Figure 2. Logical Model Analysis



The logic model quantifies inputs utilized in accomplishing planned activities. These activities result in outputs, outcomes, and ultimately the impact on the County and the community. An example of how we will utilize this process is provided above. One of the focus areas for this project will be Deployment Strategies. The diagram identifies the inputs (staff, vehicles, technology, etc.) that are used in operational activities of the service (deployment, selecting unit for response, etc.). Examples of outputs are EMS responses and completed calls. The outcomes include response time performance and the ultimate impact is hoped to be improved patient outcome and community security.

Each project and focus area will be developed and accomplished using the rigors of Logic Model Analysis.

The following points present the elements that are typically covered within the course of a comprehensive EMS system review. Additional elements are added as the project requires.

Clinical Care

- Protocol development process.
- Quality of clinical care (e.g., as measured by reasonable conformance to protocol).
- Base hospital activities.
- Level of service provided by various organizations.
- EMS-hospital handoffs.
- Training and continuing education.
- Physician involvement.
- Scopes of practice.
- Medical audit/review process & use of findings.
- Clinical research.
- Medical protocols and procedures.
- Quality improvement and measurement systems.
- Medical direction and control issues.
- Patient/family-provider interaction.
- First responder issues.
- Certification and licensure requirements.
- Trauma systems.
- Medical dispatch procedures.
- Specialty care centers.

Operational Performance Analysis Utilization rates

- Deployment plans.
- Response times.
- Medical dispatch and communications.
- Receiving hospital system.
- Performance requirements and compliance.
- Workforce issues.
- Organizational structure and human resource leadership.
- Equipment and supply issues.
- Policies and procedures.
- Vehicles.

Fiscal Analysis

- System funding.
- Reimbursement issues.
- Cost avoidance opportunities.
- Funding allocation.
- Technology upgrade costs.
- Liability issues.
- Other fiscal issues.
- Cost-benefit analysis of various functions.
- User fee structure.
- Equipment capitalization.
- Funding sources.
- Industry financial reports and models.

Regulatory/Legal Environment Examination

- Contracts.
- Accountability.
- State legislation and regulations.
- Current EMS plans.
- Agreements.
- Regulations and ordinances.
- Other communities' experience.
- Medicare & HIPAA compliance.

Community Issues

- Community involvement.
- Expectations.
- Education and prevention activities.
- Awareness.
- Historical satisfaction levels.
- Unique community characteristics

System Structure Issues

- Legislative issues.
- System management and services.
- Inter-agency coordination.
- Organizational structure options.
- Legal and administrative authority.
- Service description and relationships.
- Potential enhancements inventory.
- System design issues.
- Leadership and organizational structure.

Benchmarking

Evaluation of the EMS system is most valid when viewed with an industry-wide perspective. It is not only important to identify performance levels of a specific system, but to compare the attributes of a system with the best practices in the industry. We have developed metrics to define the attributes of an EMS system. These 74 attributes have been used to compare high value systems throughout North America. Table 1 is an example of EMS metrics developed by Fitch & Associates to evaluate and compare EMS systems

Table 1. System Comparison Metrics

Sample Criteria
Accreditation
1. NAED Accredited Center of Excellence (ACE)
2. CAAS Accredited
3. CAMTS Accredited
4. Other Accreditations
Public Education
5. Provides training related to safety, injury prevention, or public health/medical intervention
Communications
6. Public Access via 911
7. Protocol-Based Dispatch
8. EMD Certification
9. Bio-surveillance monitoring/reporting
Response Time Reliability
10. Measure response times
11. Response time clock begins at T2 or T3 & ends at T7
12. Response time measured in Fractile/Percentile
13. Emergency Fractile Compliance Achieved
14. Response Time Compliance Regularly Reported
15. Response Time Compliance Regularly Reported - Externally
16. Response Time Compliance Regularly Reported - Publically Available
17. Ambulances Deployed Fully or as Hybrid to match Demand
18. CAD based demand prediction systems used.

Response Time Reliability Continued
19. Regular process to review late calls for special causes
Medical First Response
20. BLS level (or higher) with AED
21. Dispatched to Life Threatening Emergencies & Select Special Cause Calls
22. Track and Report Medical First Responder Response Times
Clinical Care
23. Electronic Patient Care Record
24. Measure ROSC
25. Measure Defibrillator to Patient Side
26. Measure 911 to PCI in STEMI
27. Measure PE/CHF receiving NTG
28. Measure PE/CHF provided NIPPV
29. Measure percentage of ACS defined traumas transported to trauma center
30. Measure ACS trauma cycle time from 911 to trauma center arrival
31. Measure ACS trauma, 10 minute or less scene times
32. Inspect defined sample of medical records for protocol compliance
33. Participate in Research
34. Physician Medical Director 3 or more NAEMSP recommended qualifications
Customer Focus
35. Customer Service Measured
36. Customer feedback reported Organization-wide
37. Customer feedback reported externally
38. Customer feedback loop with employee
Safety
39. Safety Officer Responsibilities Delineated
40. Safety Officer Training
41. Formal Safety Committee
42. Emergency Driver Training Program
43. Required emergency driver refresher training
44. Occupational Safety Training Program
45. Required safety refresher training
46. Use driver monitoring device
Workforce Focus
47. Supervisor to Employee Ratio
48. EMD Mean Salary Comparators
49. EMT Mean Salary Comparators
50. EMT-I Mean Salary Comparators
51. EMT-P Mean Salary Comparators
52. EMS Attrition Rate Identifiers
53. Employee Feedback Routinely Solicited - Internally
54. Employee Feedback Routinely Solicited - Externally
55. National Registry Certification
Leadership
56. Accountable to governing/advisory board
57. Leadership preparation/credentials
58. Use run & Shewhart charts for data analysis
59. Trained/Certified process improvement advisor
Operations
60. ALS Unit Response criteria
61. Non-emergency transfer call criteria
Fleet
62. Fleet size to peak
63. Vehicle Collisions per 100,000 miles reported
64. Vehicle Failures per 100,000 miles reported
65. Fleet tracked with GPS/AVL
Finance & Reimbursement
66. Total System Expenditures Includes All Costs

Finance & Reimbursement continued	
67.	Per Capita Cost
68.	Unit hour cost
69.	Transport cost
70.	Cost per response
71.	Independent Financial Statements are performed AND Required
72.	Percent of user fees to subsidy
73.	Annual external Medicare billing audits
74.	Fees set and regulated externally

Project Management

Our project management methodology is a disciplined and structured approach. The ultimate purpose of this methodology is to make defining, planning and controlling of projects a repeatable, consistent, and successful process. All phases of project management are addressed from inception to completion. This approach will be used to provide a framework for effective management and completion of this project, while providing sufficient flexibility to meet the unique needs of your project.

Our proposed work plan reflects the key elements of the process. Key activities are clearly outlined and logically organized to produce specific deliverables within the defined period of time. We will review our progress against our work plan on a bi-weekly basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately and appropriate action taken, through discussion with you, to address issues.

SECTION III. PROJECT SCOPE

Overview

Fitch & Associates proposes to conduct an evaluation of the Mono County EMS system utilizing a "greenfield" or "whiteboard" approach. These methodologies begin with no preconceptions that the current system is doing what it should be doing and in the manner that produces the greatest benefit.

This structured process allows questioning of the status quo; including services and the manner they are delivered, performance requirements, roles, goals, and visions for the future. All options are available for consideration, and it allows for potential fundamental changes in funding, structure, and activities.

The evaluation process will have two overriding objectives:

1. To recommend actions and decisions based on benefits to patients and the community.
2. To recommend roles and activities based on value – cost versus benefit.

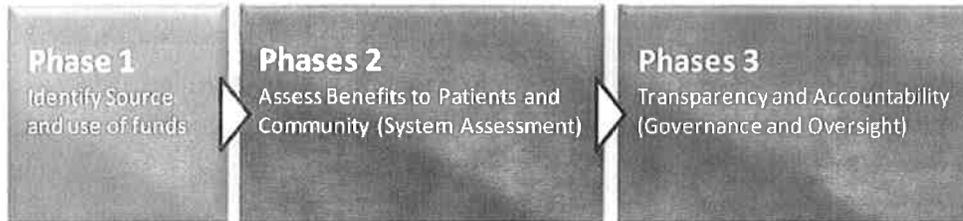
Mono County EMS System Consulting Project Lead

To facilitate scheduling and completion of the project, the Firm will ask that the County assign and empower an employee to act as the EMS System's Consulting Project Lead. This person will interact and meet regularly with the project team members via e-mail, conference calls, and in person. Their primary responsibility will be to be engaged in the project's progress, act as a liaison between the EMS system and the Firm, and provide intervention if any member of the system fails to participate in the evaluation in compliance with the mutually agreed upon deadlines.

Three Module Project

We have devised the project to comprise three modules. The proposed Modules for the evaluation are: Source and Use of Funds, Benefits to Patients and Community, and Transparency and Accountability (See Figure 3).

Figure 3. Three-Module Project



Module 1—Source and Use of Funds

The first step will be to quantify the funding available within the EMS system from all sources.

- Tax funds
- Fee-for-service revenue
- Grants
- Healthcare provider funding

Once the funding is identified, the use of funds will be assessed and quantified. Two questions will be answered. How are funds allocated and distributed within the system? What are the overhead costs for monitoring and coordinating the system?

The purpose of this analysis is to determine the resources available, or potentially available, within the system to support its delivery of services.

Module 2-Benefits to Patients and Community

This phase is devoted to a comprehensive assessment of the EMS system and includes a number of areas of focus including:

- Communication and dispatch
- Quality Management
- Stakeholder Integration
- Call Demand and Response Time Analysis
- Performance requirements and Compliance
- Provider Activities (first responders, ambulance service, medical control)
- Receiving hospitals
- Specialty Care Centers
- Information Management Systems
- Roles, Responsibilities, and Contractual Relationships

- Operations

The result of this phase will be a comprehensive understanding and description of the services being provided within the system and how these services are delivered. It will also provide an inventory of human and physical assets committed to the efforts.

Module 3—Transparency and Accountability

This phase is devoted to an evaluation of the system’s governance and oversight. It will include a review of the structure, relationships, and management of the system. Components included are:

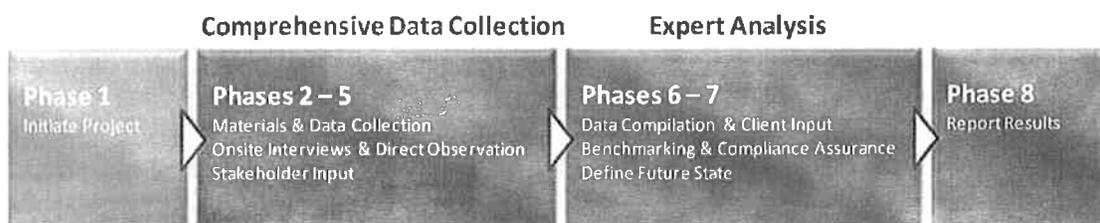
- Foundational documents
- Contracts and agreements
- Internal and external reporting
- Committees’ roles, responsibilities, and membership
- State mandates, rules, and regulations
- Monitoring mechanisms
- System-wide quality management and improvement

The outcome of this phase will be a clear understanding of the roles and responsibilities of the system participants and a definition of how activities are monitored and reported.

Eight-phase Project Work Plan

We have organized our work into eight phases. In each phase, we describe the purpose of the phase and what will be included in completing it. The work plan starts with establishing the scope and process, involves comprehensive data collection, and concludes with the final report. All eight phases will be completed within 120 days.

Figure 4. Eight-phase Work Plan



Phase 1—Initiate Project

Phase one is designed to confirm the project schedule and deliverables and to initiate information gathering procedures. The first task involves conducting Level “1” interviews with key members of the EMS system. These will include individual meetings with important stakeholders including:

- County Executive and Staff
- Dispatch representatives
- Fire Agency Leadership
- Medical Director
- Hospital Representatives
- EMS System Consulting Project Lead

The Level “1” interviews provide a candid opportunity to meet with the policy makers of the EMS system and to get a clear foundation for the expectations of the project’s goals, management, and outcomes. Included is the reaching of agreement on the framework of the evaluation, a commitment of resources and support to the project, and the initiation of direct dialogue for troubleshooting. The important end-point of phase one is an understanding the expectations of key system leaders and setting the stage for a successful project.

Phase 2-Materials and Data Collection

F Following the Level “1” interviews, we will utilize an Information and Data Request (IDR) instrument to collect detailed information from the County, communications center, billing and collection operations, fire agencies, ambulance provider, and medical stakeholders. The Fitch & Associates’ IDR has been used in hundreds of organizations over the last 27 years, but will be modified and targeted to meet the specific objectives of this project. Use of this instrument allows us to access key information about your system and compare your results to other organizations. The instrument is delivered in an electronic format with a defined deadline for completion. The IDR data is essential for shaping initial questions, guiding onsite planning, and shortening follow up requests for materials. Thorough and timely review, completion, and submission of the data expedite the completion of the project.

The IDR component ensures the project team fully understands the current state of the system and forecast the essential elements of the on site evaluation. Commitment to participating in phase two sets a strong foundation for the project’s success.

Phase 3—Onsite Interviews and Direct Observation

Prior to the initiation of phase three, the project team will have thoroughly reviewed all materials compiled and submitted as part of the IDR process as well as the notes from the Level “1” interviews. The deployment analysis will be in progress. In Phase 3, we will visit with individuals at various levels of the organization including:

- EMS Agency management and staff
- Fire Administration
- Elected Officials
- County Administration and Finance
- Labor groups
- Receiving hospital personnel
- Dispatch/PSAP management
- Ambulance contractor personnel
- Physicians involved in EMS
- Medical Director
- Elected officials
- Information Management personnel from County, Contractor, Dispatch Centers, and other entities
- Others

The majority of the interactions will occur in either one-on-one or small group interviews around specific processes or operational functions (e.g., dispatch, first response, quality improvement).

Phase 3 is an important component of the review. It allows the consultants to take what they have discovered through the IDR process and add to it by interviewing key stakeholders and observing operational practices. During and immediately following this phase, it is common for the project team to determine what additional information is required.

Phase 4—Stakeholder Input

It is impossible to fully appreciate how a large system operates without seeking broad input from a variety of stakeholders. Through the use of stakeholder meetings, system participants from various entities within the EMS system have an open forum to engage in dialogue about the system, understand history, identify best practices, and highlight opportunities for the future. In Phase 4, the project team will host multiple group meetings. Invitations will be open

The report will outline multiple options for future actions and options for the EMS system and discuss the pros, cons, and financial impact of each. This phase will be where the key results of the project come together.

The specific tasks required regarding the evaluation of the existing EMS agreements and recommendations for provisions to be included in future agreements to improve clarity of expectations, accountability, transparency, and funding allocations will be undertaken and developed in this phase

Phase 8—Report Results

The deliverables from Phases 1 through 7 will be consolidated into a formal narrative report. A discussion draft of the report will be provided for review as decided in conjunction with the County's project lead. The final report will be delivered electronically within the 120 day project time frame.

The results will formally be presented in person at the conclusion of the project. This will also allow stakeholders to have a question and answer session with members of the consulting team. The presentation will occur at a time and location mutually agreed upon with the County.

Project Highlights and Unique Components

This section highlights some of the consulting activities and briefly describes several key projects to be completed within the overall study but also illustrates how these could be shaped independently as a stand-alone component. For each we have outlined in which Module the activity description would occur.

Stakeholder Input

The performance of an EMS system is dependent upon the activities and participation of multiple agencies and individuals. It is not solely confined to the ambulance service. In order to understand the system and to clearly document expectations and performance, it is necessary to gather input from system stakeholders, decision-makers, and participants. This is accomplished through individual interviews, group meetings, and workshops. The goal of this collaborative process is to identify issues and opportunities within the EMS system and be able to develop recommendations for changes that are acceptable to the community and achieve the performance goals identified by the system stakeholders.

These interactions offer the consulting team the opportunity to fully understand the constraints within the current system, the desires for system changes, and allow the consulting team to provide information to the stakeholders regarding the project. This process is essential to develop trust in the results of the engagement and to facilitate the acceptance of the project's recommendations and design changes.

Cost and Performance Review

The current EMS system design represents a close relationship between the County and system participants including first responder agencies, trauma centers, receiving facilities, dispatch centers, and it's EMS. The financial performance of the system will be reviewed including the quantification of funding sources and the allocation of system revenue. The ultimate goal is to ensure that the citizens are receiving good value for their support of EMS.

Communicatlons and Dispatch

Conduct a review of the communications and dispatch activities and provide and benchmark performance with industry measures. The communications and dispatch influences and often controls the resulting performance of the first responders and ambulances. It is necessary to fully understand this essential function in order to clarify responsibilities and define performance standards.

Quality Management

Review the existing quality management activities in the EMS system and develop recommendations to aid in the implementation of a system-wide, comprehensive, and robust Quality Management System for all EMS system participants.

First Responder/Contractor Integration

The success of the EMS System is dependent on the close working relationships between the first responders and ambulance personnel. This focus area will concentrate on enhancing collaborative efforts and activities within the system and clearly defining expectations.

Call Demand and Response Analysis

Historical EMS call volume will be mapped along with the road and geographic structure of the County. The primary purpose will be to address appropriate response time performance standards and to ensure equitable service to all areas of the County. The results of this analysis will support defining response time performance requirements for the County.

Information Management Systems

Documentation practices will be reviewed and recommendations developed to provide useable and timely information dissemination throughout the EMS system. Technology is available to streamline many of the documentation processes and provide for better analysis and use of the data for patient care documentation, trauma and other patient outcomes, quality management, and performance monitoring.

Roles, Responsibilities and Contractual Relationships

The performance and functioning of EMS systems is dependent upon the establishment of clear expectations and defining those expectations in agreements. The roles and responsibilities of all system participants need to be well understood and defined. This includes the roles, responsibilities, and functions of the EMS Agency. Contractual relationships, county ordinances, and state regulations will be reviewed and recommendations made for improving clarity and performance expectations.

Operations

All aspects of operations will be reviewed including dispatch, first response, receiving facilities, medical control, and ambulance response and transport. We must fully understand how the system is functioning in order to develop recommendations for improvements and to codify realistic performance expectations in the system design. Information garnered in this process will also be used to educate the elected officials, stakeholders, and public on its EMS—today and future opportunities.

System and organizational issues

All EMS systems have multiple agencies and individuals interacting to deliver emergency medical services. The relationships and collaboration of these system participants largely determine the effectiveness of EMS. We will solicit input from various stakeholder groups to understand the issues existent within the system and develop strategies to mitigate problems while enhancing the positive activities within the system.

Work Plan and Timetable

The Proposed Scope of Services Yields Desired Outcomes

The proposed scope of work demonstrates that the consultant understands the desired outcome and has proposed projects and tasks to achieve that outcome. A table for each of the

proposed phases, activities, and time frames is included in this section to describe the project more clearly. We have outlined the projects and tasks based upon accomplishing the project within a 120-day completion schedule.

Figure 5. Proposed Work Plan

Phase/Task	Week (Days)													
	1 (7)	2 (14)	3 (21)	5 (35)	6 (42)	7 (49)	10 (70)	12 (84)	15 (105)	16 (113)	17 (120)			
Phase 1 Initiate Project														
1.1 Identify County project lead														
1.2 Identify level "1" interviews														
1.3 Schedule onsite														
1.3.a Draft interview schedule														
1.4 Level "1" interviews														
1.5 Review interview data														
Phase 2 Materials & Data Collection														
2.1 Identify entities & responsible contact(s)														
2.2 Identify & request financial documents														
2.3 Modify IDR for system & respondents														
2.4 Distribute IDRs														
2.5 Distribute deployment data request														
2.6 Monitor data collection progress														
2.7 Receive materials & data														
2.8 Organize & catalog														
2.9 Consultant review of materials & data														
Phase 3 On-Site Interviews & Direct Observation														
3.1 Identify level "2," "3," & "4" interviewees														
3.2 Schedule onsite (2-3 days)														
3.2.a Draft interview schedule														
3.2.b Schedule communication center visit														
3.2.c Schedule observation activities														
3.3 Develop interview outcomes														
3.4 Onsite interviews & observations														
3.5 Organize & catalog														
3.6 Consultant review of data														
Phase 4 Stakeholder Input														
4.1 Identify venues														
4.2 Schedule meetings & distribute invitation														
4.3 Develop stakeholder questions														
4.4 Conduct stakeholder group(s)														
4.5 Consultant review of data														
Phase 5 Data Compilation & Client Input														
5.1 Consultant review of collective data														
5.2 Analyze financial data														
5.3 Follow up contact of client system members														
Phase 6 Benchmarking & Compliance Assurance														
6.1 Identify similar & best practice systems														
6.2 Benchmark EMS system														
6.3 Compliance review														
Phase 7 Define Future State														
7.1 Develop future states														
Phase 9 Report Results														
8.1 Drafting of report														
8.2 Discussion draft														
8.3 Client review & input														
8.4 Drafting of final report														
8.5 Final report delivery (Electronic Format)														
8.6 Final report presentation														

Note: Predicted timelines are estimates. Multiple tasks may be in progress simultaneously and tasks may be completed earlier and/or later than estimated depending on project activities and progression. Exception - the draft report and final report will be delivered on time.

SECTION IV. QUALIFICATIONS OF FITCH & ASSOCIATES, LLC

Fitch & Associates, LLC is pleased to submit this proposal for consideration of Mono County.

Company Information

Fitch & Associates, LLC is a Delaware Limited Liability Company. Fitch & Associates was established as a corporation in 1984 and converted to a limited liability company in 1996. The Firm is located in Platte City, Missouri, a suburb of Kansas City.

One of the Firm's three partners will actively participate in the project—Richard A. Keller. The primary contact for this contract is Richard Keller. Mr. Keller has extensive experience with EMS system design, operations, ambulance service cost analysis, and reimbursement throughout North America and extensively in California.

Following is our physical and mailing address and contact information.

Richard A. Keller
Fitch & Associates, LLC
2901 Williamsburg Terrace #G
PO Box 170
Platte City, Missouri 64079
E rkeller@emprize.net
T 816.431.2600
F 816.431.2653

Specific Strengths for the Mono County Project

Our Firm's specific strengths for this project are centered in our ability to objectively conduct the research, manage multiple project priorities and blend both expert and local resources while building support for the outcome. Fitch & Associates has direct experience in complex assessments and developing agreements in politically difficult environments. It has successfully reviewed and developed agreement considerations/procurement documents for more governmental agencies than any other EMS consulting firm. The firm has extensive recent and on-going experience in California.

Five key strengths include talented and experienced consultants; time tested methods; teamwork; timeliness; and tangible results.

Talent

Each client project is managed by one of the partners who are responsible for bringing together the specific resources necessary to meet the client's needs. The Fitch & Associates team for Mono County involves six members. The team members have been selected for their specific areas of expertise that match the requirements of this project.

The following is a summary listing of individuals, their position and their primary responsibility for the Mono County project.

Full biographical summaries for the team members are appended. Table 2 summarizes the individuals, their position, and their primary responsibility for the project.

Table 2. Proposed Staff

Staff Member	Position	Primary Responsibility
Richard Keller	Partner, Fitch & Associates, 26 years.	Project oversight – Cost and performance analysis stakeholder input, future options analysis and reporting.
Michael Ragone	Senior Associate, three years with the Firm – 25 years Emergency Services provider/Leader in Fire and EMS	First responder liaison. On-site data collection. Benchmarking project. Support recommendations development.
Guillermo Fuentes	Senior Associate, Fitch & Associates, decades of experience in management of EMS and Law Enforcement, Expert in deployment and demand analysis	Call demand analysis, dispatch and communications
Michael Greene	Senior Associate, five years with the Firm -- 25 years Emergency Services provider/Leader in Air Medical and EMS	Quality management systems, on-site data collection and analysis. Support recommendations development.
Dianne Wright	Senior Consultant, Fitch & Associates with the firm for 15 years. Fire Administration and government finance	Budget and financial analysis, funding sources and expenditure allocation analysis
Tom Little	Senior Consultant, Fitch & Associates with the firm for 25 years. EMS management	On site data collection and benchmarking analysis

Project Staffing

Fitch & Associates believes strongly in working in high performance teams that produce quality results. We strive to bring together project teams that include professional consultants with strong educational backgrounds and frontline career experience. Team member competencies are targeted at the specific objectives of each client project. There are six (6) members of the project team and administrative office staff will provide clerical support. The team for this project will include the following:

managing the transition from a Provincial to a Regional operated communications center including personnel, and administrative process development. Between 1990 and 2004 he was employed by Urgentes-Sante, the EMS system serving Montreal, Canada. As Deputy Director of Operations, Mr. Fuentes supervised 1,100 staff members responsible for operations, communications, support services and scheduling functions.

Dianne Wright

Dianne Wright is an experienced local government administrator and consultant. She served almost 20 years in leadership roles in south Florida. Her most recent government role was as Assistant Director of Fire-Rescue Services for Miami-Dade County, Florida, reporting directly to the Fire Chief, David R. Paulison. Miami-Dade Fire-Rescue is one of the largest and most complex transporting departments in the southeastern U.S.

For more than 10 years, Ms. Wright was the senior staff executive and chief financial officer at the Fire-Rescue Department. Bureaus that reported directly to her included: personnel services, EMS, management information, and finance. During her tenure, Ms. Wright managed documentation, reimbursement procedures, and processes to collect more than \$15 million from FEMA for Hurricane Andrew damages and emergency operations.

In addition to Ms. Wright's work with Fitch & Associates, she has also served as a Senior Consultant/Analyst for five years with the State of Florida, Governor's Financial Emergency Oversight Board for the City of Miami and Project Manager for the Miami Urban Area Security Initiative (UASI) Homeland Security Grant. Ms. Wright has regularly been part of the Fitch & Associates' consulting team for more than 12 years and is a graduate of the Accelerated Ambulance Services Manager (ASM) program sponsored by the American Ambulance Association.

Michael Greene, MBA- Senior Associate

Mr. Greene's EMS and air medical and EMS career spans 25 years. From volunteer search and rescue to backcountry ranger with the National Park Service to chief flight nurse and program director of a five state air medical transport service, he is passionate about improving and growing EMS/air medical services. In his role with the firm he routinely reviews air medical, critical care transport, and quality management programs. He holds a BSN degree from Loretto Heights College in Denver and received his MBA/MSHA from the University of Colorado.

In 2003, Mr. Greene was named Program Director of the Year by the Association of Air Medical Services. He has written numerous academic papers and articles, including a chapter on

operations management for *Standards for Specialty Care and Fixed Wing Transport* published by the Air and Surface Transport Nurses Association.

Tom Little

Prior to his work with the Firm, Tom served as a County EMS Director, owned Medvac MidAmerica serving Topeka, Kansas and Independence, Missouri. Mr. Little's company was subsequently acquired by AMR, where he managed systems in communities with populations ranging between 100,000 and 250,000 and is familiar with the unique operational dynamics of providing emergency services through a wide variety of service models. In recent years, he has been involved in a number of operational assessments for the Firm and has directed a regional paramedic service for Heartland Health in St. Joseph, Missouri on behalf of the Firm's MedServ affiliate.

Mr. Little will manage the logistics of facilitating on- and off-site meetings and focus groups and be the primary conduit for comprehensive data collection. In addition, he will provide leadership in identifying and developing performance metrics and recommendations and be engaged in the drafting of the consultant findings.

Time Tested Methodologies

Fitch & Associates' methodologies are time tested. The experience of the Firm and the individual consultants involved represent an unparalleled experience base for the tasks at hand.

The firm has been involved in nearly 1,000 consultations representing a diverse client base including local governments, state governments, municipal, private, and volunteer ambulance services, hospitals, and fire departments.

Teamwork

Throughout its history, Fitch & Associates has stayed true to its core values by accomplishing projects using a collaborative approach. This approach offers high levels of involvement for system participants without compromising the independent or objective nature of the project.

Timeliness

The firm is known for producing its work on or before the scheduled completion date. Timeliness also involves consultant access and response times. Both are important in consulting, as they are in emergency services.

Tangibles

Tangible results in consulting mean developing solutions addressing the client's needs *and* providing recommendations that are implemented. Fitch & Associates is known for developing innovative solutions to complex EMS issues. Our recommendations and tangible work products have been implemented with greater frequency than those of any other national EMS consulting firm.

Organizational History

Throughout its 27-year history, Fitch & Associates has earned credibility by implementing innovative customized solutions that cross both public and private sectors in the healthcare and public safety arenas. The Firm has consulted with over 1,000 organizations in 49 US states and in 13 other countries.

Figure 6. Map of North American Client Engagements



Projects have ranged from objective reviews, analysis and system design issues to detailed operational, financial, and transitional management. We have developed, and managed on an interim basis, both ground and air EMS systems for major American cities and foreign Heads of State.

The Firm specializes in EMS/public safety consulting. Founded by Joseph J. Fitch, Ph.D. in 1984, partners Richard A. Keller and Christine M. Zalar joined the Firm in 1985. The Principals have managed, and developed, some of the most diverse and innovative EMS systems in North America. The resources of the Firm blend EMS/healthcare management and clinical experience with the expertise gained from extensive consulting assignments during the past two decades.

In addition to the three partners, Fitch & Associates employs full-time senior associates, consultants, and support staff members. The Firm regularly utilizes more than half a dozen project affiliated content experts.

The Firm's consulting resources are provided by its employees, which includes core and project affiliated consultants. These resources provide expertise on matters as diverse as organizational psychology, accounting, economics, healthcare administration, public information and education, marketing research, emergency medicine, fire service administration, and law enforcement.

The Firm's success is attributable to its experience, its credibility, and the solid consulting methodologies it develops and applies to reflect individual situations. System stakeholders are typically deeply involved in the consultation process. Our collaborative approach facilitates support for implementation and long-term system sustainability. Project research outcomes are identified within a framework that is community specific and characterized as having absolute integrity with respect to comprehensiveness, objectivity, and accuracy. We do not have any relationships with any entity that would influence the work of this project.

Experience and Credibility Improving the Quality of EMS

Since its inception, the Firm has earned a track record of helping organizations to improve the quality of care, decrease response times, increase financial effectiveness, and strengthen public trust in EMS.

At Fitch & Associates, we endeavor to advance the EMS profession as a whole. Our staff members are regular participants in association activities, are involved with trade journals, hold appointed board positions, and serve as faculty for numerous EMS association conferences.

Principals of the Firm often participate in State and National EMS Conferences, and both individual training and educational programs sponsored by provider-organizations.

For more than 18 years, Fitch & Associates has sponsored the EMS Leadership Conferences. Additionally, Fitch & Associates sponsors other workshops and seminars on pertinent current issues. The Firm manages and conducts the Ambulance Service Manager's course for the American Ambulance Association. This program has provided EMS specific training to more than 400 ambulance service managers from the private and public sector over the last 10 years. The Firm also developed and conducts the Communications Center Manager's Course, a national certification program for police, fire and EMS communications management personnel, under the auspices of the National Academies of Emergency Dispatch.

As a firm, and individually, we are frequent contributors to influential industry publications, including *The Journal of Emergency Medical Services*, *Emergency*, *Fire Chief*, *The Air Medical Journal*, *Hospital Aviation*, and *The Ambulance Industry Journal*. Members of the firm are on the Editorial Boards of *Best Practices in Emergency Services*, and the *The Journal of Emergency Medical Services*. The Firm contributed heavily to the American Ambulance Association workbook: "Contracting for Ambulance Services." Members have testified as experts in federal safety hearings conducted by the National Transportation Safety Board (NTSB), federal and state court proceedings and in regulatory matters.

Other documentation supporting the consultants' relevant experience

In addition to the Firm's extensive work history of providing high quality comprehensive EMS system evaluation in many of the most populous metropolitan areas in North America, Fitch & Associates is the leading authority on EMS system design, performance, and leadership. This is best reflected in the conferences, articles, and texts developed by the Firm to enhance the EMS industry. The following represents a list of our contributions.

Books and Chapters

- "EMS Deployment and System Status Management" a chapter contribution in Paramedic Practice Today, Edited by B. Aehlert (St. Louis, Missouri: Mosby, 2009)
- Fitch, J.J. (2004). *PreHospital care administration: The industry's best articles, essays, and case studies on the toughest EMS issues (2nd Ed.)*. San Diego, CA: JEMS.
- Fitch, J.J. (2002). Volunteers. In A.E. Kuehl (Ed.), *PreHospital Systems and Medical Oversight* (pp. 460-465). Dubuque, IA: Kendall/Hunt Publishing Company.
- Zalar, C.M. (1996). Marketing the Aeromedical Program. In R.S. Holleran (Ed), *Flight nursing: Principles and practice (2nd Ed.)*. St. Louis, Missouri: CV Mosby.

- Fitch, J.J., Keller, R.A, & Zalar, C.M. (1993). *EMS management: Beyond the streets*. Carlsbad, CA: JEMS.
- Keller, R.A. (1992). PreHospital Communications Systems. In R.A. Dieckmann (Ed.). *Pediatric emergency care systems: Planning and management*. Baltimore, MD: Williams & Wilkins.
- Fitch, J.J, & Raynor, D. (1989). *Service first*. Kansas City, Missouri: Fitch & Associates.

Significant Industry Publications

- "Making Smart Decisions About Fire and Emergency Medical Services in a Difficult Economy: [Item No. E-43636] (jointly authored with Ragone, M. & Griffiths, K.) (2010). InFocus Report, 42/5, Washington, DC: International City and County Management Association (ICMA).
- Fitch, J.J., Keller, R.A., & Williams, D.M. (2005). EMS in critical condition: Meeting the challenge [Item No. E-43338]. *IQ Report*, 37(5), Washington, DC: ICMA.
- Ragone, M (2010, February). 200 JEMS 200-city survey: Are we ready for the future? *Journal of Emergency Medical Services*, 36(2), p.38-43.
- Fitch & Associates is contracted to conduct the research and author the two leading EMS industry benchmark surveys for the *Journal of Emergency Medical Services*.

Conferences and Leadership Programs:

- Pinnacle: Annual National EMS Leadership Conference sponsored by Fitch & Associates
- Accelerated Ambulance Service Manager's Certification Program sponsored by Fitch & Associates and The Management Training Institute of The American Ambulance Association
- Communication Center Manager Course sponsored by Fitch & Associates and the National Academies of Emergency Dispatch.

Members of the firm regularly present at more than a dozen other national and regional conferences each year representing multiple sectors within the industry (e.g. fire, private, non-profit, hospital and air medical conferences.)

The Firm's earnest commitment to keep abreast of and contribute positively in a rapidly changing healthcare environment and the EMS sector is demonstrated by involvement with multiple professional associations. These include:

- The American Association of Healthcare Consultants
- The Association of Critical Care Transport

- The American College of Emergency Physicians
- The National Association of EMS Physicians
- The Association of Air Medical Services
- The American College of Healthcare Executives
- The American Ambulance Association
- The EMS Management Training Institute
- The International Association of Fire Chiefs
- The American Hospital Association
- The American Management Association
- The National Academies of Emergency Dispatch
- The National Flight Nurses Association
- The Emergency Nurses Association
- The National Association of Emergency Medical Technicians
- The International City and County Managers Association
- The American Society for Testing and Materials
- The Foundation of Air Medical Research

SECTION IV. FEE ESTIMATE

Fitch & Associates estimates that the project will require 344 consultant hours. The following table reflects an estimate of how the consultant hours will be distributed across project phases and staff responsibilities.

Table 3. Number Days by Consultant

Total Project Days & By Consultant							
Phases	Keller	Ragone	Fuentes	Greene	Wright	Little	Total
Phase 1 – Initiate project	0.5	0.5	0	0	0.5	0	1.5
Phase 2 – Materials & data collection	0.5	0.5	0.5	0.5	1	0.5	3.5
Phase 3 – Onsite Interviews & direct observation	2	2	1	2	1	2	10
Phase 4 – Stakeholder Meetings	1	1	0	0	1	0	3
Phase 5 – Data compilation & client input	1	1	1	1	1	0	5
Phase 6 – Benchmarking & compliance assurance	0.5	0.5	0	0	0	1	2
Phase 7 - Define future state	1	1	1	0	1	0	4
Phase 8 - Formal report of results	1.5	1.5	1	1	3	0	8
Total Project Days	8	8	4.5	4.5	8.5	3.5	37

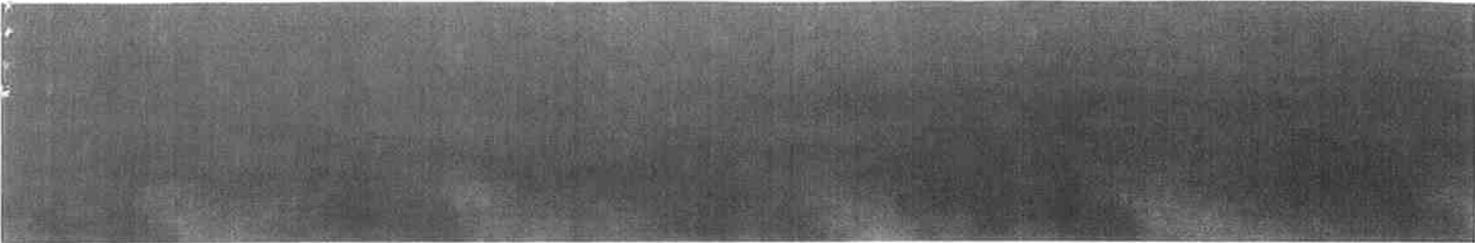
Consultant Project Work **\$62,400**

Includes all on and offsite project development, meetings, data collection and review, and report and presentation development. The professional service fee is \$250 per partner hour and \$200 per consultant hour. The estimated time commitment equals 37 consulting days.

Travel and Expenses **\$6,240**

Includes all airfare, rental car, lodging, and meals.

PROJECT TOTAL **\$68,640**



FITCH KNOWS.



ATTACHMENT B**AGREEMENT BETWEEN THE COUNTY OF MONO
AND FITCH & ASSOCIATES LLC FOR THE PROVISION OF
EMS SYSTEM EVALUATION SERVICES****CALIFORNIA LABOR CODE
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815****Cal Lab Code § 1771 (2008)****§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Cal Lab Code § 1775 (2008)**§ 1775. Penalties for violations**

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than ten dollars (\$ 10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars (\$ 20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars (\$ 30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project

within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Cal Lab Code § 1776 (2008)

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the

Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 ([29 U.S.C. Sec. 175a](#)) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$ 25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with [Section 6250](#)) of [Division 7 of Title 1 of the Government Code](#)) and the Information Practices Act of 1977 (Title 1.8 (commencing with [Section 1798](#)) of [Part 4 of Division 3 of the Civil Code](#)) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Cal Lab Code § 1777.5 (2008)**§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions**

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the

public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding [Section 13340 of the Government Code](#), all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

Cal Lab Code § 1813 (2008)

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$ 25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Cal Lab Code § 1815 (2008)

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.



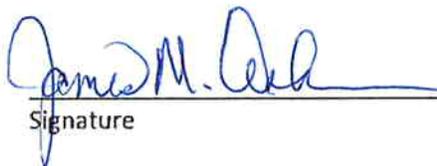
ATTACHMENT C
PROPOSED PAYMENT SCHEDULE

Professional fees to accomplish the engagement shall be \$62,400 PLUS \$6,240 travel and related expenses. These fees shall be paid as follows:

Due upon completion of the following:

Phase 1 -Initiate project,	
Phase 2 -Materials and data collection,	
Phase 3- Onsite Interviews and direct observation.	\$20,800
Travel and related expenses	\$ 3,120
Phase 4-Stakeholder,	
Phase 5- Data compilation and client input,	\$20,800
Travel and related expenses	\$ 3,120
Phase 6- Benchmarking and compliance assurance	
Phase 7-Define Future State,	
Phase 8-Forma report of results .	\$20,800

for:
COUNTY OF MONO:

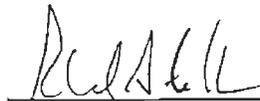


Signature Date

James M. Arkens

Printed name

for:
FITCH & ASSOCIATES, LLC



Richard Keller November 8, 2011



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for:
COUNTY OF MONO:

Signature

Date

James M. Arkens

Printed name

for:
FITCH & ASSOCIATES, LLC

Richard Keller

November 8, 2011