



HEALTH SERVICES AGENCY  
ADMINISTRATION

# County of Santa Cruz

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE, SANTA CRUZ, CA 95061  
(831) 454-4066 FAX: (831) 454-4770 TDD: (831) 454-2123

September 5, 2001

**Board Agenda: September 18, 2001**

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

**Subject: Competitive Bid for Emergency Ambulance Advanced Life Support  
Transport Services and Related Actions**

Dear Members of the Board:

Introduction

In 1997 Your Board approved a contract for ambulance services with American Medical Response West (AMR-W) for a five-year term. This contract was amended November 16, 1999 to revise language dealing with excess revenues, and September 11, 2001 to change to the accrual basis of accounting, cap direct and indirect costs, align the fiscal years of the Contractor and contract, and adjust the training program approval process. The contract as amended will end August 31, 2003.

Public policy options for ambulance transport services include continuing with the current provider, American Medical Response West, or preparing a Request for Proposal (RFP) for a bid competition.

Current Provider - American Medical Response West

American Medical Response West has been in uninterrupted service in Santa Cruz County from 1978 to the present (formerly as Santa Cruz Ambulance and PACMED) and meets the state requirements for non-competitive selection or "grandfathering" under State law (HS 1797.85). Your Board could direct County staff to negotiate a contract extension or a new contract with the current provider if existing clinical services, response time reliability, cost, and economic stability favor this policy choice. AMRW

also serves contiguous counties including Monterey, San Benito, Santa Clara, and San Mateo.

### Bid Competition for Ambulance Services

Bid competition can be a management tool to attract qualified ambulance transport providers and service offerings at an acceptable price. A Request for Proposal (RFP) in the complex EMS industry is an expensive and lengthy process. One factor in the decision to go to bid is if there is reason to believe a new provider will give better service at current cost, or equal service at a lower cost.

### HSA Planning Process

The Health Services Agency co-sponsored an EMS Forum in April 2000 which imagined the possibilities for the EMS system. The Forum was followed by a community survey about EMS priorities which identified rural issues, a desire to improve response times even at increased cost, billing based on actual services provided rather than a flat rate, and the potential for a reduction in response for minor emergencies. A second annual EMS Forum is scheduled for October 10, 2001 which will provide a snapshot of the system as it exists and discuss the realities of system design as the County moves forward toward its next ambulance services contract. HSA also convened a long term strategic planning committee under Dr. George Wolfe, which had as its task a review of the current contract for the provision of ambulance services to determine what was working well or poorly. This group identified a number of areas of improvement in pre-hospital services which would improve care to the community. Dr. Wolfe served as a consultant to HSA on this task force.

HSA commissioned a report on the legal challenges to EMS Request for Proposals and has worked with an EMS consultant, Diane Akers, to develop a process for an RFP with goals and objectives, community input, milestones, and timelines for a bid process, bid selection, and proposed implementation. The RFP process for an EMS provider typically takes two years.

The EMS consultant recommended to the County a phased process related to the Ambulance RFP. Part A was to develop and conduct a request for credentials (RFC) process, followed by Part B - a request for proposal (RFP) process. In the Request for Credentials Process we can insure that only qualified providers who are capable of delivering a high quality service are part of the RFP. This will also allow the County to see which vendors are interested in participating in the full RFP process. Many nearby California counties did not get more than one acceptable credential in their RFP process and so moved directly into negotiations. Once qualified vendors are identified by the credentialing process, the full Request for Proposal will be released. The purpose of the RFP is to allow competition in the awarding of this monopoly, ensure compliance with the anti-trust laws and allow the County to ensure the public is getting the best service for an approved fee. If the County only receives one acceptable credential then we will proceed directly into negotiations. The complete timeline for the process if multiple bids

are received would close the process September 15<sup>th</sup>, 2003. This allows adequate time for transition and implementation if we have a new ambulance provider and to assess the efficacy of the RFP process itself.

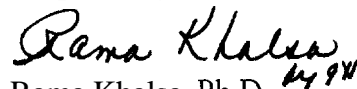
A bid process timeline with task descriptions is attached to the consultant's contract, which includes hours of service purchased for each task. The narrative description attached to the timeline provides additional details in each phase of the process. Funds for this consultant to assist Santa Cruz County were included in contingencies. The contract cost is \$109,500. It is the recommendation at this time that your Board consider moving forward with a bidding process. It is anticipated that this process would achieve a quality service at a reasonable price.

The HSA may request additional assistance with contract negotiations (Part C) and transition and implementation (Part D and E) if necessary to insure the best outcome for the County.

**IT IS THEREFORE RECOMMENDED THAT YOUR BOARD:**

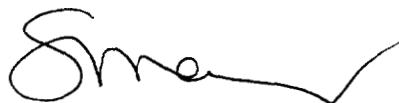
1. Direct the Health Services Agency to proceed with the development of a Request for Proposal (RFP) for Emergency Ambulance Advanced Life Support Transport Services; and
2. Authorize the Health Services Agency Administrator to expend contingency funds not to exceed \$109,500 for Parts A and B of the RFP process, to credential bidders and release the FWP, and assist with the selection process; and
3. Approve the attached request for transfer of the appropriations in the amount of \$109,500 from the contingencies as detailed on the Aud-74 form; and
4. Approve the attached agreement with Diane Akers (Budget Index 362010, Subobject 3665), in the amount not to exceed \$109,500 to assist in developing an FWP process for ambulance services and authorize the Health Services Agency Administrator to sign.

Respectfully submitted,

  
 Rama Khalsa, Ph.D. *12/9/01*  
 Agency Administrator

Attachments: AUD-74, Contract

RECOMMENDED

A handwritten signature in black ink, appearing to read 'Sma', with a long horizontal stroke extending to the right and ending in a small upward tick.

Susan A. Mauriello  
County Administrative Officer

CC: County Administrative Office  
County Counsel  
Auditor-Controller  
HSA Administration  
EMS Manager  
Emergency Medical Commission

**COUNTY OF SANTA CRUZ**  
 REQUEST FOR TRANSFER OR REVISION  
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

0115

Department: Health Services Agency

Date: August 2, 2001

TO: Board of Supervisors / County Administrative Officer / District Board

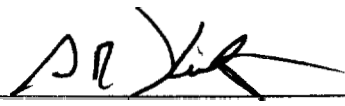
I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, ~~18~~2002

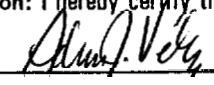
AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 5			


BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R	0,2,1	3,6,2,0,1,0	3,6,6,5		1,09 5,000,00	Prof & Spec Svcs
F R O M	0,2,2	1,3,1,3,7,5	9,6,9,5		1,09 5,000,00	Congingencies

Explanation: to provide funding for Request for Qualifications and Request for Proposal processes for emergency ambulance services in Santa Cruz County.

Name  Title DIRECTOR OF ADMINISTRATION

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations funds and in the amounts indicated above.  
 Auditor-Controller, by , Deputy Date 9/5/01

County Administrative Officer's Action:  Recommended to Board  Approved  Not Recommended or Approved  
 County Administrative Officer  Date 9/6/01

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for  
 ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order  
 County of Santa Cruz } duly entered in the minutes of said Board on \_\_\_\_\_, 19\_\_\_\_, By \_\_\_\_\_, Deputy Clerk

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0116

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Dept.)

*[Signature]* (Signature) 8/31/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the HEALTH SERVICES AGENCY COUNTY OF SANTA CRUZ (Agency)  
and DIANE AKERS, 716 Curtis Street, Albany, CA 94706 (Name & Address)

2. The agreement will provide services to develop and conduct a request for credential (RFC) process and a request for proposal (RFP) process for emergency ambulance services.

3. The agreement is needed to provide the above services.

4. Period of the agreement is from September 18, 2001 to June 30, 2002

5. Anticipated cost is \$ 109,500 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 362010 (Index#) 3665 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. 12593 Date 9/6/01

GARY A. KNUTSON, Auditor - Controller

By *[Signature]* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HSA Administrator to execute the same on behalf of the

Health Services Agency (Agency).

Remarks: ES (Analyst)

County Administrative Officer  
By *[Signature]* Date 9/7/01

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Audi-or-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Conroy  
Audi-or-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

ADM - 29 (6/95) **23**

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on \_\_\_\_\_

County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk

**COUNTY OF SANTA CRUZ**  
**Health Services Agency**

Agreement:  
 Index: 362010  
 Subobject: 3665  
 Amount: \$109,500

THIS CONTRACT is entered into this 18th day of September, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and DIANE AKERS, hereinafter called CONTRACTOR. The parties agree as set forth in the following Exhibits that are attached hereto and incorporated herein by this reference.

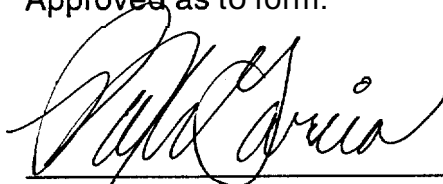
<u>Exhibit</u>	<u>Title</u>
A	Standard County Provisions
B	Standard Health Services Agency Provisions
C, C-1	Contractor Information and Scope of Work/Timelines
D, D-1	Fiscal and Payment Provisions

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.


**CONTRACTOR:****COUNTY OF SANTA CRUZ:**

Name: Diane Akers	Name: Rama Khalsa, Ph.D.
Title:	Title: Health Services Agency Administrator
Signature:	Signature:
Date:	Date:

Approved as to form:

  
 Assistant County Counsel

Approved as to insurance:

  
 Chief, Risk Management Division

Distribution:

County Administrative Office  
 Auditor-Controller  
 County Counsel  
 Health Services Agency  
 Contractor

1. TERM. The term of this contract shall be from September 18, 2001 until December 31, 2002 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.

2. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability Insurance in the minimum amount of \$1,000,000.00.

b. Other Insurance Provisions

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.



2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

‘The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.’

3. All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.”

5. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

6. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business enterprises in CONTRACTOR's solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.

2. CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office, information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.

4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## EXHIBIT A - STANDARD COUNTY PROVISIONS

7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.

9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,

11. INDEPENDENT CONTRACTOR STATUS FACTORS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY and shall be submitted to COUNTY'S Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement..
6. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who expend \$300,000 or more of federal funds a year must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
8. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.

9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.
10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
11. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to provision of services, benefits and facilities, and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement: subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services.
16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

**EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS**

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined as an inventory item. All such items not fully consumed in the worked described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instruction provided by COUNTY. (b) Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.
19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
20. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
21. EVALUATION/RESEARCH. Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:
- This program is funded under a contract with the County of Santa Cruz.
23. CHANGES. (a) COUNTY may from time to time request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY or unless otherwise provided for or permitted under Exhibit D ("Fiscal and Payment Provisions"); (b) COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

**24. SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Ca/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceeding in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

CONTRACTOR must upon request furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR'S Safety and Infection Control Policy.

**EXHIBIT C - SCOPE OF WORK****Agreement:** \_\_\_\_\_1. CONTRACTOR INFORMATION.

Name: Diane Akers  
 Address: 716 Curtis Street  
 Albany, CA 94706  
 Telephone: (510) 524-8152  
 FAX: (510) 558-9274  
 Tax ID Number: 572-78-2558

2. DUTIES OR SERVICES PROVIDED – PHASE II AGREEMENT.

CONTRACTOR agrees to exercise special skill to accomplish the following result pursuant to Exhibit C-1 (Scope of Work/Timelines) and in coordination with COUNTY Health Services Agency staff for Emergency Medical Services: **Result (A)** Phase II Part A “Request for Credentials/Request for Proposal (RFC/RFP) Process” - provide services to collaboratively design and produce a Credentialing/Request for Proposal process that maximizes the EMS system utilizing new and currently available resources. Upon credential approval of more than one interested bidder, COUNTY will release CONTRACTOR to proceed with **Result (B)** Phase II Part B “Request for Proposal (RFP) Release” - provide services to conduct the release of the RFP to multiple bidders, bidders conference, RFP design changes, and receipt of bids by COUNTY.

3. ADDITIONAL DUTIES OR SERVICES PROVIDED – REQUIRES AMENDMENT.

Upon approval of Amendment to this Agreement, COUNTY may request CONTRACTOR to accomplish one or more of the following results pursuant to Exhibit C-1 and in coordination with COUNTY Health Services Agency staff for Emergency Medical Services: Part C “Contract Negotiations”; Part D “New Provider Transition”; and Part E “New Provider Implementation/Evaluation”.

## Expanded Scope of Work and Tasks

*See Attached Timeline*

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Phase I
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### **Ongoing Communications** *(These tasks occur throughout the entire project.)*

With the number of EMS provider agencies, the political interest in this RFC/RFP process, and the public's view of this service, the Contractor will need to be in constant communication with the County and its constituents. The Contractor will report monthly with the Emergency Medical Care Committee, meet regularly with the HSA-EMS Planning Group and will provide written updates for posting on the HSA-EMS web page bimonthly.

The Contractor will attend additional meetings as requested by the EMS Manager and/or the HSA Administrator.

Contractor will facilitate the Annual EMS Forum and will give a presentation regarding the Future of EMS on October 10, 2001. If requested, the Contractor will perform a similar role in the 2002 Forum.

On-site: Meeting requested by HSA. (Up to 16 hours per month)

Off-site: Communication materials for the website, reports and summaries as required. (Up to 12 hours per month)

Products: Communication materials, reports and summaries.

Timeline: From September 2001 through the end of the contract or September 2003.

Phase II
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### **A. RFC/RFP Development and RFC Release**

**1. Project Design Approval**– The Contractor will discuss and revise as necessary, the scope of work, timeline, costs and project products based on discussions with HSA. The purpose of this task is to agree on key aspects of the project.

On-site: Meeting with HSA to agree on scope and timeline. (Up to 2 hours)

Off-site: Revise timeline and scope. (No hours allocated)



Product: RFP Proposal attachment to Board of Supervisors letter by HSA which will provide authority for HSA Administrator to execute contract.

Timeline: September 2001

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**2. Review Documents and Gather Information** – During the 2-month assessment process the Contractor collected and scanned many of the documents that will be referenced or utilized in the development of the design of the Request for Credential and Request for Proposal (RFC/RFP) process. Examples include: The EMS System Plan; the current emergency ambulance agreement, Basic Life Support policy manual, Advanced Life Support policy manual, California EMS Authority Guidelines Competitive Process for Creating Exclusive Operating Areas, results of Santa Cruz County Forum and survey, the Lazar Report; and minutes from meetings. This information will be used to draft Minimum Requirements.

On-site: None

Off-site: Each of the documents will be read and analyzed for its value and inclusion in this RFC/RFP process. In addition, the Consultant will extract from these documents the items that will be included in the RFP as Minimum Requirement. Conflicts between the proposal and existing documents must be identified and decisions obtained from HSA to have clear direction. Compliance with state guidelines and regulations will be assured. (Up to 60 hours.)

Product: Lists of expectations by constituency group as reflected in listed documents and from constituency group meetings conducted as a part of Ongoing Communications (part F) with comparisons and contradictions identified. This list will be used in to draft Minimum Requirements

Timeline: September through November

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**3. Public and Constituency Group Input** –The Contractor will hold focus groups for specified groups to solicit input about the Minimum Requirements. The consultant has been and will continue to gather recommendations and suggestions from individuals and groups until the RFP is approved by the Board of Supervisors.

On-site: Groups currently identified to solicit information from in a focus group method include: seniors and other vulnerable populations (i.e. homeless), rural fire, and labor unions. Interviews with many key EMS system participants have been conducted during the assessment period. Additional interviews have been recommended and will be scheduled until the RFP is approved by the Board of Supervisors. (Up to 24 hours)

Off-site: Design questions and materials for focus groups; transcribe notes from the constituency focus groups, summarize the information gathered at the interviews and group meetings and analyze for inclusion in the Minimum Requirements of the RFC/RFP. (Up to 36 hours)

Product: Lists of expectations by constituency group with comparisons and contradictions identified for use in drafting Minimum Requirements.

Timeline: September through December 2001

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**4. Development of Minimum Requirements** – Prior to writing the RFC/RFP, the Contractor will identify items in the future emergency ambulance contract that will be considered Minimum Requirements for the service. Discussions with HSA to determine the parameters of the future agreement and therefore, the RFC/RFP.

On-site: Meetings with HSA staff to discuss the Minimum Requirements. If desired, a Board Workshop to review draft Minimum Standards and gain Board Consensus on the parameters of the ambulance RFP will be provided. (Up to 16 hours)

Off-site: Reviewing other RFPs (including San Mateo and any other Bay Area County that is developed over the next 6-8 months) to ensure County considers all potential options. Development of the draft Minimum Requirements. (Up to 40 hours)

Product: Draft Minimum Requirements for the RFC/RFP.

Timeline: September through December 2001

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**5. RFC/RFP Development**–Writing of the document including the dates of the process, draft contract language and Minimum Requirements. Review of specific language with County Counsel and HSA. Draft RFC/RFP to the State EMS Authority for approval. Prior to going to the BOS for approval, this RFC/RFP document must be reviewed by the State EMS Authority. The document will then be available for a period of public comment including being available on the HSA-EMS web site. The RFC/RFP will then go to the Board of Supervisors.

On-site: Meeting with County Counsel and HSA to review the documents prior to submission to the state. If changes required by the EMS Authority, final approval by County staff. (Up to 10 hours)

Off-site: Writing the RFC and RFP. (Up to 150 hours)

Product: RFC and RFP

Timeline: September 2001 through April 2002

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**6. RFC Process** – Distribution of the RFC to interested bidders and review of credentials submitted. A staff committee will be convened to approve credentials.

Off-site: Review submitted credentials. (Up to 16 hours)

On-site: Rate submitted credentials with HSA staff. (Up to 4 hours)

Product: List of qualified bidders with a report to the Board of Supervisors.

Timeline: May 2002



**B. RFP Release and Review**

**1. RFP Release**– Letters will be sent to all bidders to notify them of their results of the credentialing process. Work with HSA staff and County Council to review and write responses to the written questions and recommendations for changes of the RFP from qualified bidders. Make any County - approved revisions to the RFP. Hold the bidder’s conference.

On-site: Review questions from bidders with HSA staff and County Council and hold a bidder’s conference. (Up to 12 hours)

Off-site: Develop the letters to bidders, draft responses to bidders questions, and revise the RFP. Report to the Board of Supervisors (Up to 14 hours)

Products: Responses to bidders questions, revise RFP, and report to the Board of Supervisors.

Timeline: June and July 2002

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**2. RFP Review Process** – Select and contact members of the Proposal Review Committee (PRC). Design materials to be sent to the Proposal Review Committee. Ensure committee members have no conflict of interest and there are no challenges by the bidders. Review the bids. Develop materials for the use by the PRC for scoring and developing interview questions. Facilitate the PRC meetings and the bidder’s presentations. Assist the PRC in writing their recommendation to the HSA Administrator.

Off-site: Develop materials for the PRC, contact each member, and review bids. (66 hours)

On-site: Facilitate the PRC meetings and present recommendations to HSA. (Up to 32 hours)

Products: Letter to PRC; scoring materials; conflict of interest statement; letter to bidders regarding PRC membership; recommendation to the HSA Administrator

Timeline: June 2002 to October 2002

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### C. Contract Negotiations

***Negotiations*** – Work with HSA staff to present budget, contract language and implementation timelines to the winning bidder. Ensure performance standards included in the contract can be monitored and enforced by the County.

On-site: Meetings with HSA staff and County Counsel to strategize and determine areas of negotiation. Attend meetings with the bidder to help present the County's position on contractual requirements. (Up to 48 hours)

Off-site: Draft strategies and document accomplishments from meeting-to-meeting. (Up to 12 hours)

Product: A signed contract with the ambulance provider.

Timeline: October 2002 to January 2003

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### D. New Provider Transition

***Transition--*** If the contract for emergency ambulance service is awarded to a new ambulance provider, the Contractor will work with County staff to ensure the transition period is closely supervised relative to the Lame Duck provisions of the current contract. This will require facilitated meetings with the current ambulance provider and incoming provider.

On-site: Work with HSA staff to design a transition with the old provider of service and the new provider of service. Facilitate meetings between the organizations to ensure the transition period does not affect the quality of patient care. (Up to 16 hours)

Off-site: No tasks or time allocated.

Products: Transition plan for HSA, incoming and outgoing provider, Netcom, and fire. Accomplish a smooth transition for staff, dispatch and patients.

Timeline: January 2003 through August 2003

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#### **E. New Provider Implementation/Evaluation**

*Implementation and Evaluation* -- If a new provider is awarded the contract, the day service is moved from one provider to the other will require monitoring. This includes monitoring emergency calls at the dispatch center and ambulance responses from 6 hours prior to the change to approximately 12 hours after.

The Contractor will also plan and facilitate an evaluation process with the County to determine "What went well?" in this RFC/RFP process and "What would we do differently next time?" This process improvement focus is to help the County prepare for a future similar RFC/RFP process.

On-site: Assist HSA staff in monitoring either the dispatch center and/or new provider's station. Conduct a debrief/evaluation process of the entire RFC/RFP process. (Up to 20 hours)

Off-site: Development of the debrief/evaluation process and appropriate materials. Write up of debrief/evaluation findings. (Up to 4 hours)

Product: A summary of the debrief/evaluation findings and report to the Board of Supervisors.

Timeline: September 2003



## Santa Cruz RFP Timeline – Page 2

	Sept 01	Oct 01	Nov 01	Dec 01	Jan 02	Feb 02	March 02	April 02	May 02	June 02	July 02
<b>4. Development: Minimum Requirements (56 hours)</b> Draft List of Minimum Requirements (MQs) Approval of List of MQs		✓			✓						
<b>5. Request for Credentials/Request for Proposal Development (160 hours)</b> Work with EMS Staff to write and edit the RFC/RFP document, including approval by HCSEA and County Counsel To EMS Authority Approval by BOS Selection of Proposal Review Committee						✓	✓	✓			
<b>6. RFC Process (20 hours)</b> Send out RFC/RFP to interested parties Review Credentials of bidders									✓	✓	
<b>Phase II – Part B RFP Release and Review</b>											
<b>1. RFP Release (40 hours)</b> Review Questions from Bidder's regarding RFP Write responses to questions and make any RFP changes with County Counsel Conduct the Bidder's Conference Publish and finalize Proposal Review Committee										✓	✓
<b>Estimated Hours On Site</b>	42	44	30	20	20	18	16	22	20	22	22
<b>Off-Site</b>	52	62	86	74	22	22	22	12	28	19	19
<b>Total hours per month</b>	<b>94</b>	<b>106</b>	<b>116</b>	<b>94</b>	<b>42</b>	<b>40</b>	<b>38</b>	<b>34</b>	<b>48</b>	<b>41</b>	<b>41</b>

Off Site Hours includes: preparation for on site time, summary of on site time, development of products detailed in narrative, e-mail, phone calls, etc.





## Santa Cruz RFP Timeline – Page 4

	Aug 02	Sept 02	Oct 02	Nov 02	Dec 02	Jan 03	Feb 03	Mar 03	April 03	May 03	Jun 03	July 03	Aug 03	Sept 03
<b>Phase II – Part E. New Provider Implementation/Evaluation</b>														
<b>Implementation and Evaluation (40 hours)</b>														
On-site monitoring of the last 6 hours of the old contract and first 24 hours of the new contract. Hold a debriefing session of the entire RFP process to document "What went well? And "Lessons learned?"														✓
<b>Estimated Hours On Site</b>	16	46	22	20	20	18	18	18	18	18	18	18	18	36
<b>Off Site Hours (See note of inclusion)</b>	16	68	30	24	24	24	12	12	12	12	12	12	12	16
<b>Total Hours Per Month</b>	32	114	52	44	44	42	30	30	30	30	30	30	30	52

Off Site Hours includes: preparation for on site time, summary of on site time, development of products detailed in narrative, e-mail, phone calls, etc.

Agreement: \_\_\_\_\_

1. COMPENSATION. In consideration for CONTRACTOR accomplishing said result(s) described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$109,500** to be paid as detailed below and in accordance with the attached Budget Exhibit D-1, which by this reference is made part of this agreement. CONTRACTOR will invoice on the form and in the manner required by COUNTY at the rate of \$125 per hour for those hours actually worked.
  
2. BUDGET DETAIL – PHASE II AGREEMENT.
  - (A) Payment amount not to exceed \$76,500 at completion of Phase II Part A “Request for Credentials/Request for Proposal (RFC/RFP) Process” and upon approval and acceptance by COUNTY; and pursuant to COUNTY’S release to proceed with Phase II Part B
  - (B) Payment amount not to exceed \$33,000 at completion of Phase II Part B “Request for Proposal Release” and upon approval and acceptance by COUNTY.
  
3. ADDITIONAL BUDGET DETAIL – REQUIRES AMENDMENT.
  - (C) Payment amount not to exceed \$18,000 at completion of Part C “Contract Negotiations” and upon approval and acceptance by COUNTY.
  - (D) Payment amount not to exceed \$26,500 at completion of Part D “New Provider Transition” and upon approval and acceptance by COUNTY.
  - (E) Payment amount not to exceed \$6,500 at completion of Part E “New Provider Implementation/Evaluation” and upon approval and acceptance by COUNTY.
  
4. PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY’S Administrator.

**Budget**

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The Contractor's rates are \$125.00 per hour. This rate includes mileage, room and board, materials, overhead expenses, telephones, copies, postage, and food for meetings.

The hours proposed are to be a maximum that will be charged for each phase. Invoicing will be only for those hours actually worked.

<b>Phases I and II</b>	<b>On site Hours</b>	<b>On site Budget</b>	<b>Off Site Hours</b>	<b>Off Site Budget</b>	<b>Total hours</b>	<b>Total Budget</b>
A. RFC/RFP Process	200	\$25,000	412	\$51,500	612	\$76,500.00
B. RFP Release	124	\$15,500	140	\$17,500	264	\$33,000.00
C. Negotiation	96	\$12,000	48	\$6,000	144	\$18,000.00
D. Transition	128	\$16,000	4	\$10,500	212	\$26,500.00
E. Implementation	36	\$4,500	16	\$2,000	52	\$6,500.00
<b>Total</b>						<b>\$160,500.00</b>

If there is only one bidder, there is no value to conduct Phase II Part B, RFP Release or D, Transition. Santa Cruz may choose to have the Consultant participate in Phase II Part C Negotiation.