



**Emergency Ambulance
Request for Proposal (RFP)
(Lassen County)
NCEMS RFP No. 2015 - 01**

March 26, 2015

**Nor-Cal EMS/Lassen County
Emergency Ambulance Request For Proposal (RFP)**

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Section 1: Introduction and Background

1.1 Introduction

Northern California Emergency Medical Services, Inc. (“Nor-Cal EMS”), as the local EMS agency for the County of Lassen, invites proposals from experienced and qualified Bidders interested in providing emergency advanced life support (ALS) ambulance services for the Exclusive Operating Area – Zone 1 described in the paragraph below. The operation of such an emergency advanced life support ambulance service shall be consistent with the provisions of this request for proposals, including staffing (paramedic) and performance (response times). The Bidder shall demonstrate excellent experience as a provider of emergency advanced life support ambulance services. The selected Bidder shall be awarded an exclusive contract with the Nor-Cal EMS as provided for in Section 1797.224 of the California Health and Safety Code, to respond to ground ambulance requests and to provide emergency advanced life support ambulance services to the exclusive operating area as designated in this RFP. The term of the contract shall be five (5) years with the possibility of an earned five (5) year extension based upon performance at Nor-Cal EMS’ sole option. The anticipated start date shall be no later than October 26, 2016

Proposals are being sought for the Exclusive Operating Area (EOA) – Zone 1 in Lassen County (See Figure 1).

This request calls for proposals to provide for the following:

1. Emergency ambulance services, ground including:
 - all 9-1-1/PSAP requests for ground ambulance service;
 - all seven-digit telephone number requests for ground ambulance services;
2. Inter-facility ambulance transports from a general acute care hospital in Lassen County to any other general acute care hospital, excluding those that involve ground transportation by an air-ambulance operator to an airport for additional transfer by a fixed-wing air ambulance, critical care transports, hospital based neonatal transport services, and physician-staffed ambulance transports;
3. BLS non-emergency services; and
4. Standby service with transportation authorization.

Critical care is defined as transportation from one acute care hospital to another acute care hospital of a patient whose condition is determined to require treatment during the transfer that exceeds the scope of practice of an emergency medical technician-paramedic within Lassen County.

1.2 Notice to Bidders

This Request for Proposals (RFP) does not commit Nor-Cal EMS to award a contract or to pay costs incurred in the preparation of a proposal responding to this request. Nor-

Cal EMS reserves the right to accept or reject any or all proposals received as a result of this request, and reserves the right to not award a contract. Nor-Cal EMS reserves the right to negotiate with a qualified Bidder the restructuring of system design elements, or to cancel in part or in its entirety the RFP process if Nor-Cal EMS deems it is in its best interests to do so. This RFP shall not be construed to be a low bid process. The contract, if awarded, shall be negotiated with the Bidder who can best meet the community's needs as identified in this RFP.

Nor-Cal EMS makes no promises or guarantees concerning the number of emergency calls or transports, or numbers of patients associated with this RFP. Nor-Cal EMS has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP.

All Bidders shall be required to submit proposals that do not require Lassen County to pay any subsidy to the successful Bidder. By entering into an agreement with the successful Bidder, Nor-Cal EMS does not intend to expand, enlarge, or in any way augment Lassen County's payment obligations beyond those that are now required by State law or County policy, if any. Determination of the extent to which a Lassen County policy requires that payments be made shall be within the sole discretion of Lassen County.

1.3 Tentative Calendar of Events (All times are Pacific Standard Time)

- 3/26 Request for proposal available
- 4/17 Letters of intent to submit proposal due by 12:00 p.m.
- 4/24 Mandatory bidders' conference
- 5/15 Deadline for submission of proposals due by 12:00 p.m.
- 5/29 Proposal evaluation and bidders' presentation
- 6/1 Recommendation of award to Nor-Cal EMS Chief Executive Officer
- 6/1 Public announcement of recommendation of award by Nor-Cal EMS Chief Executive Officer
- 6/15 Final date for submission of award protests due by 12:00 p.m.
- 6/22 Final recommendation of award to Nor-Cal EMS Board of Directors by Chief Executive Officer and Declaration of Intent to Contract by Board of Directors
- 7/24 Board of Directors approval of contract
- 10/26 Implementation of Service by Contractor

This timeline is subject to change based on circumstances within the process.

1.4 Basic Requirements for Submitting Proposal

This is a request for proposals for the Exclusive Operating Area (EOA) – Zone 1. The boundaries of this exclusive operating area are shown on a map in Figure 1.

Contractors shall submit a proposal to provide all services according to minimum standards described in Section 4 of this RFP.

1.5 Background

Lassen County covers 4,547 square miles or 2,916,790 acres in Northeastern California. Water area covers 91,700 acres. Federal lands, including the Lassen, Modoc, and Plumas National Forests, the Lassen Volcanic National Park, and the Caribou Wilderness Area, and the Sierra Army Depot cover 63% of the county's landmass.

As of 2014, the County had a population of 33,177 with 15,886 living in Susanville. Included in the total Lassen County population is the inmate population of 8100 (24%).

The county is bordered to the north by Modoc County, to the east by the State of Nevada, to the south by Plumas County, and to the west by Shasta County. In the southeastern corner of the county, a small portion of Sierra County shares a border. Lassen County is connected to the Greater Sacramento Valley and to Redding by State routes 44 and 36.

The county's geography includes agricultural valleys to mountains. The average elevation is 4,245 feet above sea level. Weather ranges from an average summer high of 93 degrees to an average winter low of 28 degrees. In the lower elevations, annual snowfall is 10 inches.

1.6 Current EMS System Description

Emergency medical services in Lassen County are provided by a combination of public and private organizations. These include ground and air ambulance services, public safety agencies, Banner Lassen Hospital, and out-of-county hospitals. Several of the system participants that serve Lassen County are based in neighboring counties or in Nevada.

Lassen County providers face the challenges that are common in many rural areas. They must serve a geographically large area with low population densities. Both response times and transportation times can be long. Seasonal weather can be a problem for ground providers and limits the use of air ambulance too. In addition, patients requiring advanced level hospital services must be transported or transferred to out-of-county facilities.

First responders

Fire departments in Lassen County and the Likely and Adin Fire Departments (based in Modoc County) provide basic life support first responder services. During the wildland fire season, various agencies, including the U.S. Forest Service and the California Department of Forestry respond to medical emergencies. Due to a lack of year-round rescue services in parts of its response area, the Alturas based ambulance is trained and equipped to perform simple extrications.

Most FDs will respond to medical calls on request. The City of Susanville will provide rescue services outside of the city limits in some circumstances.

Ambulance services

Lassen County is currently divided into one competitively granted exclusive and one non-exclusive ambulance zones. No public subsidy is provided to ambulance services in Lassen County. The current provider operates a subscription or “membership” programs in which residents can receive ground ambulance service with no out-of-pocket cost. The service bills the patient’s insurance but waives any part of the bill that is not paid by the insurance.

A 2002 Ambulance Study showed that four stations are required to provide adequate coverage to the county. Prior to the 2004 plan, the county was divided into four non-exclusive zones, served by three providers. In December 2004, the ambulance serving the Susanville area discontinued service and REMSA, from Reno, Nevada agreed to provide service on a temporary basis.

The 2004 plan combined three of the existing areas into a single zone to be awarded through a competitive process. The North Zone, renamed Zone 2 continued as a non-exclusive zone served by an ambulance based in Modoc County.

A request for proposals to serve the new Zone 1 was issued in January 2005 and Sierra Emergency Medical Services Agency (SEMSA) was the successful bidder. It was given a five year contract that was renewed for an additional five year period in 2010.

Current providers and their estimated annual responses are shown in Table 1.

Table 1: Current ambulance providers

Zone	Organization	Estimated responses (2013-2014)
1	SEMSA	3010
2	Mayers Memorial Hospital*	71
2	Modoc Medical Center*	14
2	Surprise Valley Hospital*	1
	TOTAL RESPONSES	3096

*Only includes responses into Lassen County

Source: Nor-Cal EMS

In addition, the California Department of Corrections operates its own ambulance service, based in the fire department, for inmates and uses an ambulance from Susanville for civilians at the prison.

Air ambulance services

Mountain Lifeflight is based at the Susanville Airport. Careflight, which is based in Reno, has been approved to provide service to the Southern part of the Lassen County in an area where it has a shorter flight time. In addition, air ambulance services in Chico, Reno, Redding, and Truckee can serve Lassen County, as needed. According to Nor-Cal EMS, an estimated 368 patients per year are transported by air ambulance in Lassen County.

Ground and air units are dispatched simultaneously in parts of the county, based on a combination of geographic and clinical criteria. In addition, a helicopter can be dispatched upon request by on-scene medical personnel.

Advanced life support

All emergency ambulances in Lassen County operate at the ALS level.

Dispatch services

Primary public safety answering points (PSAPs) in Lassen County are operated by the Lassen County Sheriff's office and the California Highway Patrol (for mobile phone callers). Requests for emergency medical assistance are forwarded to secondary PSAPs.

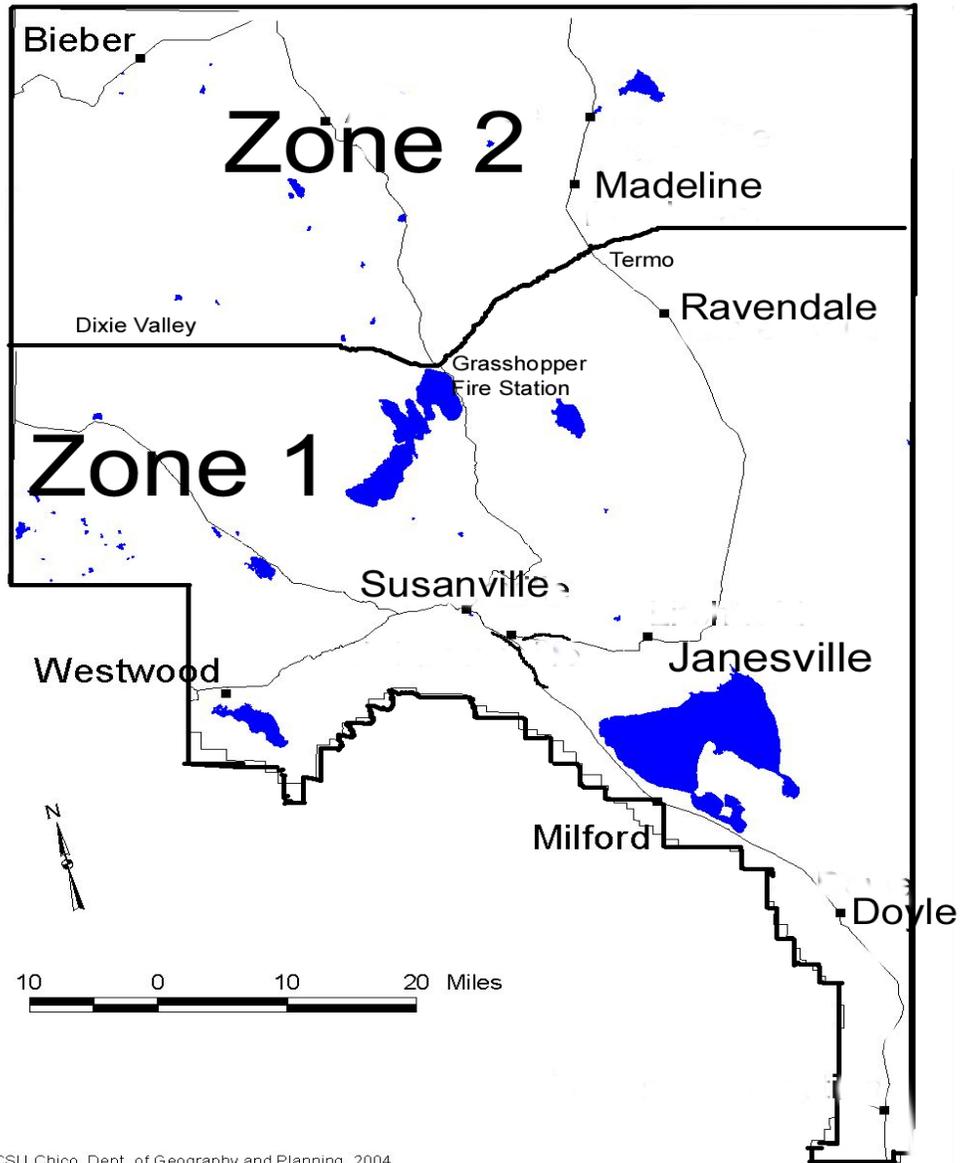
Calls are transferred by the primary PSAPs to the Susanville Interagency Fire Center (SIFC) which acts as the secondary PSAP for medical calls and relays information to the appropriate ambulance service.

Regulatory process

The contractor will be held accountable for its performance through the competitive process, the resulting contract, and the oversight process. It will be required to furnish the EMS Agency with prehospital care, operational, financial, and unusual occurrence reports. The EMS Agency will monitor system performance and identify situations where providers may fail to meet their contractual requirements. Nor-Cal EMS will designate an ambulance enforcement officer to oversee the ambulance contract.

The Lassen County Emergency Medical Services (EMS) Transportation Plan was submitted to the California EMS Authority by Nor-Cal EMS in October 2014. The Plan and policy manual is available at www.norcalems.org.

Figure 1: Ambulance zones



CSU Chico, Dept. of Geography and Planning, 2004

Section 2: Proposal Instructions

2.1 Submission of Letter of Intent

Any Bidder who intends to submit a proposal shall submit a Letter of Intent. This letter shall be received no later than 12:00 p.m. on April 17 , 2015, at the following address:

Lassen County Ambulance Proposals
Northern California EMS, Inc.
1890 Park Marina Drive, Suite 200
Redding, California 96001-0961

2.2 Bidder's Conference

The Bidder's Conference will be the only opportunity for Bidders to discuss the RFP specifications and process. Attendance at the Bidder's Conference is **mandatory** for all Bidders desiring to submit a proposal. Nor-Cal EMS will accept questions and recommended modifications in writing by 12:00 p.m. on April 24, 2015. Address questions and/or recommended modifications (in a separate envelope from the Letter of Intent) to:

Lassen County Ambulance Proposals
Northern California EMS, Inc.
1890 Park Marina Drive, Suite 200
Redding, California 96001-0961

Answers to all questions raised by any Bidder shall be provided to every Bidder. Any amendments or clarifications to the RFP made following the Bidder's Conference shall be distributed in writing to all Bidders attending the Bidder's Conference.

The Bidder's Conference shall be held on April 24, 2015 from 1 p.m. to 3 p.m.at:

Lassen County Public Health Office
1445 Paul Bunyan Road, Suite B
Susanville, CA

2.3 Submission of Proposals

Proposals shall be submitted in a standard format (Section 2.4). One original and 12 copies must be received by Nor-Cal EMS at the location specified below no later than 12:00 p.m. on May 15, 2015 and must be clearly marked "Lassen County Ambulance Services Proposal." Proposals submitted after 12:00 p.m. on May 15, 2015 shall not be considered.

Lassen County Ambulance Proposals
Northern California EMS, Inc.

1890 Park Marina Drive, Suite 200
Redding, California 96001-0961

After submission, proposals may be withdrawn and re-submitted as long as the re-submission is received no later than the time and date specified above. A proposal may also be withdrawn in person by a bidder or an authorized representative, provided his/her identity is made known and he/she signs a receipt for that proposal. The withdrawal must be made prior to the deadline submission stated above. No erasures are permitted; errors must be crossed out. Corrections must be in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the proposal.

2.4 Proposal content

All proposals shall be typewritten, using a font of Arial 12 point, or equivalent, and unbound. The use of three ring binders is acceptable. All proposals shall include page numbers and have major sections tabbed.

Each proposal shall include a table of contents. The table of contents shall outline the proposal content and shall be in the sequence described and use the numbering system presented consistent with the requirements in this RFP. Any information, which does not fit logically into one of these labeled sections, shall be appended to the proposal. Attachments shall be identified in a section separate from proposal. Unless otherwise specified, no more than three pages shall be utilized to provide the information as required in each section or subsection thereof.

2.5 Access to Submitted Materials

Bidders should note that Nor-Cal EMS, Inc., as a non-profit corporation is not subject to the California Public Records Act, Government Code Sections 6250, et. seq., which provides that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in the State.

Despite this, Nor-Cal EMS intends to provide public access to all materials submitted pursuant to this RFP. They will be open to inspection during normal business hours. Nor-Cal EMS will not provide this access to any materials that are subject to a specific exception to the Public Records Act. If Nor-Cal EMS receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to assert any right to confidentiality that would exist under the Public Records Act. Nor-Cal EMS shall not make that assertion on behalf of the Bidder. Bidder shall submit confidential information in a separate, sealed envelope with the proposal and indicate where confidential information has been submitted. Absent a judicial determination that the documents are exempt from disclosure, they shall be subject to inspection.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the Nor-Cal EMS and the County of Lassen, and/or their agents, officers or employees, that the Nor-Cal EMS or Lassen County has violated a Bidder's right to

privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

2.6 Official Contacts Only

All correspondence regarding this RFP should be made in writing to:

Lassen County Ambulance Proposals
Northern California EMS, Inc.
1890 Park Marina Drive, Suite 200
Redding, California 96001-0961

Section 3: Evaluation, Award Recommendation, Contract Negotiations

3.1 Evaluation of proposals

The Executive Director of Nor-Cal EMS will appoint a Proposal Review Committee to consist of 3 to 7 persons knowledgeable in emergency medical services, healthcare, healthcare finance, and purchasing. The Committee will review the proposals, interview bidders, rank the proposals, and make a recommendation to the Executive Director.

Each Committee member will individually evaluate each proposal using the Individual Proposal Review Worksheet (Form 10). The members of the Committee will meet and discuss their findings, share their individual evaluations and worksheets with the other committee members, and jointly develop a final ranking of proposals which shall be documented using the Proposal Review Committee Final Recommendation table (Form 11).

The Executive Director of Nor-Cal EMS will announce the Committee's rankings and his/her decision to accept or reject the Committee's selection. This announcement will open the protest period described in Section 3.3. Following the conclusion of the protest process the Executive Director will present the Committee's selection and the decision of the Protest Review Committee regarding any protest to the Nor-Cal EMS Board of Directors and will make a recommendation to: 1) accept the Committee's selection and enter contract negotiations with the selected bidder; or 2) reject the Committee's selection. The Nor-Cal EMS Board of Directors decision will be final.

Nor-Cal EMS may conduct investigations of bidders' submissions and claims as it deems necessary including inspections of bidder's offices, work space, and operations. Furnishing of false or misleading information during the proposal process may constitute a breach of contract and/or reason for rejection.

Bidders will be expected to give presentations and answer questions on their proposals to the Proposal Review Committee. Presentations will be limited to a maximum of ten minutes, although the proposal itself should include all elements required. Presentations will be followed by a question and answer session.

This RFP includes three types of criteria: legal standards, objective standards, and competitive standards.

Legal standards require an affirmation that the proposer will meet a specific standard (e.g., to comply with the LEMSA's insurance requirements). This affirmation will be submitted by execution of the table in Form 5.

Objective standards require a statement affirming that the proposer will meet the specific standard and the submission of information by the proposer describing how this standard will be achieved.

Competitive standards require compliance but have no absolute or maximum standard. Proposals will be evaluated not only on how the standard is met but will also be competitively compared to the proposals submitted by other bidders.

The competitive standards are:

- System design and deployment plan
- Clinical excellence and quality improvement
- Efficiency and operating margin

The competitive standards are equal in weight. In making its recommendation, the Committee will judge each proposal in its entirety.

Each proposal will be reviewed to determine if the bidder can meet the requirements as set forth in this RFP. The bidder must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

3.2 Disqualification/Appeal Process For Failure to Meet Minimum Requirements

Nor-Cal EMS staff will evaluate Bidder's ability to satisfy minimum requirements. Bids determined to be non-responsive shall be disqualified and shall not be reviewed by the Proposal Review Committee. Disqualified Bidders will be notified by mail. If information submitted in proposal is incomplete or unclear Nor-Cal EMS may, in its discretion, correspond with the Bidder in an effort to make the information complete and clear.

Bidders may appeal such a notice to the Protest Review Committee. Appeals shall only be allowed where there has been a possible misinterpretation of the materials submitted by the Bidder. Incomplete or unclear information submitted in the Bidder's proposal shall not form the basis of an appeal and the Bidder shall not be allowed to submit additional information to correct noted deficiencies.

An appeal shall be submitted in writing to the Nor-Cal EMS Executive Director within five Lassen County business days from the date on the letter declaring the non-responsiveness. The appeal shall include the Bidder's specific objection to the bid being classified as non-responsive and the specific section of the Bidder's proposal that includes the required documentation that is at issue. The Bidder may not submit additional information missing from the original submitted proposal.

Any proposal under appeal shall be submitted to the Proposal Review Committee pending a ruling by the Protest Review Committee. Such a ruling shall be made within ten Lassen County business days.

3.3 Protest of Award of Bid

All protests submitted regarding the RFP process shall be made in writing, signed by an individual who has contractual authority to bind the bidding entity, and delivered by US Mail to:

Executive Director
Northern California EMS, Inc.
1890 Park Marina Drive, Suite 200
Redding, California 96001-0961

Protests shall state the specific reason(s) for the protest, citing the law, rule, regulation or procedure on which the protest is based.

The Executive Director shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. Only the information contained in the written protest shall be considered by the Executive Director. The Executive Director has the authority to request additional information from the protester or the Proposal Review Committee to clarify or confirm information submitted in the written protest to assist with the Executive Director's review of the protest. The Executive Director shall issue a written decision on the protest within 10 calendar days of its receipt; however, the time for decision may be extended by the Executive Director with advance written notice to the protester. The decision of the Executive Director shall be final.

3.4 Conditions for contract extension

Upon recommendation of the Lassen County Board of Supervisors but at its sole discretion, the Nor-Cal EMS Board of Directors may extend the exclusive market rights granted to the Contractor for an additional five-year period. Eighteen months prior to the expiration of the contract, the Contractor may petition Nor-Cal EMS for a five-year extension.

Nor-Cal EMS' decision to grant an extension will consider, but not be limited to, how well the Contractor has performed in the following areas:

- Compliance with the terms of its contract with Nor-Cal EMS;
- Operational and financial areas;
- Effectiveness of the Contractor's quality improvement program in identifying opportunities for improvement and achieving demonstrable improvements in those areas;
- Cooperation of management in assisting Nor-Cal EMS with system operation and enhancements;
- Number of substantiated complaints filed against the Contractor and the manner in which the Contractor handled them;
- Consistency in maintaining and/or improving its professional image;
- Level of cooperation between the Contractor and other participants within the EMS System.

Section 4: Proposal Format and Description of Contents

4.1 Credentials

Required Documents

- Proposal Identification Page (Form 1)
- Statement of Intent and Affirmation (Form 2)
- Investigative Authorization–Company (Form 3)
- Investigative Authorization–Individual - (Form 4)
 - Owner
 - General Manager
 - Key Personnel

Summit required documents

Experience:

The bidder must have sufficient experience in providing high quality, performance based ambulance service to meet the requirements of this Request for Proposals

Bidders **will** be disqualified if deficient in any of the following:

- An unresponsive answer;
- Any contract terminated for cause within the past 10 years.
- Insufficient experience in successful operation. Sufficient experience is defined as having a minimum of (5) five years of experience providing emergency and advanced life support ambulance service under a contract to a community/system.

Bidders **may** be disqualified if deficient in any of the following:

- A history of major regulatory actions or sanctions against the Bidder, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit;
- A history of contract terminations;
- A history of litigation in the past five years involving the Bidder or any principal officers in connection with any contract for similar services where the Bidder or principle officer was found to be at fault.

- Describe the Bidder's organization's history and experience in providing emergency and advanced life support ambulance service. Include:
 - Business name;
 - Legal business status (i.e., partnership, corporation, etc.);
 - Number of years in business;
 - Other or prior business names;
 - Whether bidder holds controlling interest or is controlled by another organization;
 - Financial interest in related business; and
 - Business partners in the last five years.
- Provide a list or table of every community the Bidder currently serves and every

community it has served in the ten years prior to submission of its proposal. Indicate:

- Type and level of service provided including the population served;
- The contract period;
- Whether the Bidder held exclusive market rights for emergency ambulance service to the community;
- Whether the contract was competitively awarded;
- The name, address, contact person and telephone number;
- Remaining term of each contract; and
- Circumstances under which any contracts were terminated, prior to expiration, the cause of the failure to complete and any allegations of deficient service if applicable.
- Document the Bidder's experience providing emergency and ALS ambulance services meeting independently verifiable maximum (fractile) response times for both Code-2 and Code-3 requests. Present examples of compliance to fractile response times in analogous areas.
- Document the Bidder's experience providing equitable response time among neighborhoods and/or communities.
- List all litigation in the past five years involving the Bidder or any principal officers in connection with any contract for emergency ambulance services, ALS or similar services. Include the title of the case, case number, court, and monetary amount (e.g. damages), and resolution
- List any instances of major regulatory actions or sanctions against the Bidder, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.
- List business or professional licenses or certificates held by the Bidder required to provide the services required by this contract.

Financial stability

The bidder must have sufficient financial resources service to meet the requirements of this Request for Proposals and to fulfill the obligations that are proposed.

Bidders **will** be disqualified if deficient in any of the following:

- An unresponsive answer;
- Any current undischarged bankruptcy of the bidder or a parent organization;
- Failure to show evidence of access to sufficient capital to meet the requirements of the RFP.

A history of past bankruptcies that have negatively impacted the provision of ambulance service to a community.

- Document the Bidder's current net worth and the form of that net worth including its capacity to convert non-liquid assets into cash if needed.
- Provide an audited financial statement of current assets and liabilities for the past two years.
- Document the Bidder's access to working capital, including the finance of equipment needed to service a system such as the one in Lassen County.
- Provide evidence of the amount of current reserve borrowing power for the Bidder.

- List commitments or potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder's abilities to perform this contract.
- Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving the Bidder within the past ten years.

Managerial expertise

The bidder must have sufficient managerial expertise to meet the requirements of this Request for Proposals and to fulfill the obligations that are proposed

Bidders **will** be disqualified if deficient in any of the following:

- An unresponsive answer;
- Failure to show that key personnel have past experience in the implementation and operation of emergency advanced life support ambulance service to the type proposed by the bidder. For the purpose of this section, "key personnel" include:
 - The individual who will be in charge locally, within Lassen County
 - The person to whom the person in charge locally reports
 - The person(s) responsible for clinical oversight and quality improvement (see section 4.6)
 - The person responsible for operation of the dispatch center
 - The person responsible for developing, monitoring, and changing the SSM plan
 - The person responsible for analysis and reporting of response time compliance to the EMS Agency
 - The person(s) responsible for medical records/health information exchange

- Identify key personnel who will be responsible for operations within Lassen County including, but not limited to, the local operations manager and those responsible for quality improvement, education/training, billing, equipment maintenance, and dispatch services. For each, identify:
 - Qualification, education, and experience
 - Time in the position
 - If time in the position is less than five years, the time in the position for the incumbent's predecessor.

4.2: Operations

The Operations Section of the proposal shall include:

- The Bidder's Acceptance of the Minimum Requirements (Form 5);
- Compensation Package for EMT-P, EMT-Is and Dispatchers (Form 6);
- Description of Bidders method/manner of meeting the minimum requirement or criteria; and
- Proposed method/manner of meeting the competitive requirement or criteria

Summit required documents

Policies

The contractor shall ensure all operational policies meet or exceed state, federal or County laws, statues, and policies.

Agree to ensure that all operational policies meet or exceed state, federal or county laws, statues, and policies.

Deployment Parameters

All Contractor ambulance responses under the terms of its agreement with Nor-Cal EMS shall be dispatched only within the assigned Lassen County's exclusive operating area (EOA), or as directed by SIFC, or in compliance with policies and protocols established by Nor-Cal EMS.

The Contractor must develop system status management and deployment plans specific to meeting EMS performance requirements within Lassen County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense. The deployment plan shall:

1. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
2. Describe 24 hour system status management strategies.
3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume within the EOA (e.g., on-call personnel, mutual aid contracts, etc.).
4. Include a map identifying proposed ambulance station or post locations and identifying those geographic areas within the response time zones as indicated in this RFP.
5. Specify the anticipated average response times to each community including variations based upon variable deployment patterns.
6. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
7. Describe any planned use of on-call crews.
8. Describe any mandatory overtime requirements.
9. Describe how workload shall be monitored for personnel assigned to 24-hour units.
10. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.

11. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

COMPETITIVE CRITERION:

- Present a proposed deployment plan that complies with all minimum requirements of this Request for Proposal. The initial deployment plan shall be utilized for at least the first three months of operations.
- Describe the process used to develop, analyze, modify, and implement on-going system status management strategies.

On-going Deployment Plan Requirements -- Following the contract award, a current deployment plan shall be kept on file with the Ambulance Enforcement Officer. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by Contractor to redeploy or add ambulance units within two months of notice by the Ambulance Enforcement Officer shall constitute a major breach of contract. The Contractor shall submit proposed changes in the deployment plan in writing to the Ambulance Enforcement Officer 30 days in advance. The 30-day notice may be waived if an emergency adjustment to the plan is needed to correct an acute performance problem.

Accept the requirement to keep a current deployment plan on file with the Ambulance Enforcement Officer (Form 5).

Applicable calls

Response time standards shall apply to all emergency ambulance requests requiring a Code-3 response. For the purpose of this requirement, "Code-3" means any request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, requiring the immediate dispatch of an ambulance with use of red lights and siren.

Response time performance measurement shall include response times to Contractor's ambulance zone provided by other authorized ambulance providers when requested by the Contractor's dispatch center.

The Contractor shall not be held accountable for emergency or non-emergency response time compliance for any request for service originating outside of Zone 1 and those responses will not be counted in the number of total calls used to determine response time compliance under this Agreement.

Accept definition of applicable calls in (Form 5).

The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met.

Accept the requirement to redeploy ambulances or add additional ambulance hours (Form 5).

Penalty For Failure to Meet Response Time Standard

The Contractor shall pay Nor-Cal EMS \$10.00 per minute for each response time that does not meet the response time standard.

Accept the response time penalty for response to Code 3 requests in (Form 5).

Response Time Compliance Zones

The ambulance zone has been subdivided into smaller response time compliance zones: Susanville and vicinity; Westwood and vicinity; and South Zone (Figure 2Figure 2). The Contractor shall have a Code-3 ALS response time compliance of 90% each three-month quarter, within each compliance area.

Figure 2: Response time compliance areas and standards

Zone	Community	Response time standards
South compliance area	Buntingville	20 minutes
	Doyle	As quickly as possible (60 minutes)
	Herlong	As quickly as possible (60 minutes)
	Janesville	20 minutes
	Milford	20 minutes
	Patton Village	As quickly as possible (60 minutes)
Greater Susanville compliance area	Emerson Lake	20 minutes
	Johnstonville	20 minutes
	Lake Forest Estates	20 minutes
	Litchfield	20 minutes
	Ravendale	As quickly as possible (60 minutes)
	Spaulding	As quickly as possible (60 minutes)
	Standish	20 minutes
	Susanville	8 minutes
	Susanville area (outside of city limits)	20 minutes
Westwood compliance area	Clear Creek	20 minutes
	Westwood	20 minutes

Accept Lassen County response time compliance zones for response to Code 3 requests (Form 5).

Penalty For Failure to Meet Response Compliance Zones Time Standard

Code-3 response less than 90% in any response time compliance zone during a quarter will be considered a minor breach and will be fined \$250.00 per occurrence.

Accept response time compliance penalty for response to Code 3 requests (Form 5).

Response Time Exceptions -- In some cases late responses may be excused from financial penalties and from response time compliance reports. These excuses shall be for good cause only, as determined by Nor-Cal EMS. The burden of proof that there is good cause for the excuse shall rest with the Contractor and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis. Contractor shall file a request for each response time excuse on a monthly basis with the Ambulance Enforcement Officer within 15 days of the end of the previous quarter. Such request shall list the date, time, and the specific circumstances causing the delayed response.

Excuses may be granted for instances of "mutual aid" or "unusual system overload" or other reasons consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

Accept the Response Time Exception procedure (Form 5).

Response time calculations

Response times shall be calculated from the hour, minute, and second the call is received by the Contractor's dispatch center to the hour, minute, and second the Contractor's ALS ambulance (or other authorized ambulance provider requested by Contractor's dispatch center), arrives on scene with a fully equipped and staffed ALS ambulance. A call is considered "received" at the time of that the dispatcher has received sufficient information from the reporting party (including a transferring PSAP) to initiate the response (i.e., address/location and patient chief complaint, and in most cases an EMD determinant). An ambulance is considered on-scene when it arrives at the address/location to which it was dispatched and the wheels are stopped. Response times shall be routinely calculated using a CAD time stamp of "time sent to queue" and "time arrived at scene."

Each incident shall be counted as a single response regardless of the number of units that respond and only the first arriving ambulance's time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

A time-stamp/date-stamp machine or a computer-aided dispatch (CAD) system shall be utilized to record dispatch information for all ambulance requests. The time-stamp or CAD system shall include the date, hours, minutes and seconds.

Agree to calculate ambulance response times as described (Form 5).

A failed response is one where the Contractor is not able to provide an appropriately staffed and equipped ambulance, requiring a response by another provider.

- Accept penalty for failed response (Form 5).
- Agree to report these calls as required (Form 5).
- Acknowledge that payment of penalty does not relieve the Contractor of responsibility for compliance with response time standards (Form 5).

Penalty for Failure to Meet Response Time Standard -- Contractor shall pay \$250 to Nor-Cal EMS for each ambulance response which does not meet the response time standard and falls below the 90% compliance standard in each quarter.

Accept penalty for failure to meet response time standard, and acknowledge that payment of penalty does not relieve Bidder of responsibility for compliance with response time standards (Form 5).

Penalty for Failure to Provide Data to Determine Compliance -- Each time an ambulance is dispatched and the ambulance crew fails to report and document on-scene time, Contractor shall pay \$250 to Nor-Cal EMS. When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the Ambulance Enforcement Officer an accurate on-scene time, however, the response would then be subject to response time penalty calculations.

Accept penalties for failure to provide data necessary to determine response time compliance (Form 5).

Performance Report -- Within fifteen (15) working days following the end of each quarter, Contractor shall submit a written report to the Ambulance Enforcement Officer, in a manner required by the Ambulance Enforcement Officer, identifying each emergency call dispatched which did not meet response time standard, each use of a BLS ambulance when an ALS unit had been requested, and each failure to properly report times necessary to determine response time, on-scene time, and transport time. Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

- Agree to provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement (Form 5).
- Agree to identify causes of performance failures and document efforts to eliminate these problems (Form 5).

Penalty Assessment – Contractor shall pay Nor-Cal EMS quarterly for any penalties after receipt and acceptance by Ambulance Enforcement Officer of performance reports with penalties identified for the previous calendar month.

Accept the penalty assessment procedure (Form 5).

Penalty Disputes -- If Contractor disputes Ambulance Enforcement Officer's response time calculation, or the imposition of any other penalties, Contractor may appeal to the Emergency Medical Care Committee in writing within ten (10) working days of receipt of notice of penalty. The written appeal shall describe the problem and provide an explanation of the reasons why such penalty should not be assessed. The Emergency Medical Care Committee shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor within thirty (30) working days of receipt of such requests and advise of the determination of such review. The decision of the Emergency Medical Care Committee regarding such matters shall be final.

Accept the penalty assessment procedure (Form 5).

Air Ambulance/Air Rescue Services -- Nor-Cal EMS reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in Lassen County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the exclusive operating area. Prehospital utilization of such services is based upon Nor-Cal EMS policies and procedures. The Contractor shall comply with Nor-Cal EMS policies and procedures regarding the use of these services. Dispatch services for helicopter ambulance services and helicopter rescue services shall be provided in accordance with Nor-Cal EMS policies and procedures.

Agree to use air ambulance and air rescue services according to Nor-Cal EMS Policies (Form 5).

Standby and Special Events -- If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of its contract with Nor-Cal EMS.

Acknowledge that the Contractor's provision of dedicated standby emergency ambulance service for a special event or non-emergency medical transfers does not excuse the Contractor from satisfying its obligations under the terms of its contract with Nor-Cal EMS (Form 5).

4.3 Dispatch Requirements

Equipment and software

Contractor shall provide dispatch for services necessary to receive and respond to requests for emergency and advanced life support ambulance services. Contractor's dispatch center shall be capable of dispatching all ambulance units used in providing

services proposed. Contractor shall establish mechanisms for the evaluation of dispatch operations as well as problem identification and resolution. Contractor shall have a plan to provide for emergency and advanced life support ambulance dispatch during any period of primary dispatch system failure. Contractor shall pay for all interfaces to its computer equipment, and for hardware at its dispatch facility.

Communication system infrastructure (including authorization and use of medical radio frequencies and repeaters for those frequencies under the coordination and control) shall be provided, for Contractor's use.

- Accept dispatch requirements (Form 5).
- Describe the proposed method of providing dispatch services.
- If the proposed dispatch system will not be implemented as of the start of the contract, describe any temporary system and the transition process toward implementation of the described system.

Contractor shall utilize only dispatch policies and procedures that have been authorized by Ambulance Enforcement Officer.

Agree to submit dispatch policies and procedures to the Ambulance Enforcement Officer for approval and to utilize such approved policies and procedures (Form 5).

Contractor shall ensure that all dispatching and communications with its ambulance units is conducted in a manner consistent with Federal and State 9-1-1 Communications Standards, including EMS Agency policies and procedures.

Agree that all dispatching and communications with its ambulance units is conducted in a manner consistent with Federal and State 9-1-1 Communications Standards, including EMS Agency policies and procedures (Form 5).

All dispatchers shall receive a company orientation as well as a thorough orientation to the Lassen County EMS system before being assigned to operate as part of Contractor's ambulance dispatch system. On-going mechanisms shall be in place for the evaluation of dispatcher performance, education and training of dispatchers, as well as dispatch problem identification and resolution.

Agree to comply with the standards for dispatcher training (Form 5).

4.4 Clinical and Staffing Standards

Nor-Cal EMS expects that the provision of emergency and advanced life support ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and Nor-Cal EMS policies, procedures and field treatment guidelines. All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate and currently valid certificates/licenses/accreditations in their respective trade or

profession. Contractor shall be held accountable for its employees' performance and actions. Patient's privacy and confidentiality shall be protected.

Describe the Bidder's process for ensuring that all persons employed by the Contractor in the performance of work under this RFP shall be competent and shall hold appropriate and currently valid certificates/licenses/ accreditations in their respective trade or profession.

Ambulance Staffing -- Contractor shall, at all times, staff each ambulance with one person who is licensed in the State of California and accredited by Nor-Cal EMS as an Emergency Medical Technician-Paramedic ("EMT-P") and one person who is certified as an Emergency Medical Technician ("EMT"), as those terms are defined in the California Health and Safety Code and the California Code of Regulations.

Describe the Bidder's process for ensuring that EMT-Ps assigned to ALS ambulances have completed Advanced Scope of Practice training and have annual refresher courses.

Optional Scope of Practice: Paramedics shall be trained in the Nor-Cal EMS Optional Scope of Practice.

Describe the Bidder's process for ensuring that paramedics assigned to ALS ambulances have completed the Nor-Cal EMS Optional SCOPE of Practice training.

Penalties for Failure to Meet Ambulance Staffing or Clinical Standards -- Contractor shall pay \$250 to Nor-Cal EMS whenever an ambulance not staffed as required above responds to an emergency medical request. Within 72 hours of discovery, Contractor shall provide Ambulance Enforcement Officer with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

- Accept penalties for failure to meet ambulance staffing and clinical standards (Form 5).
- Agree to report any failure as required (Form 5).

Management and Supervision -- Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-duty or on-call at all times to oversee and provide support to field personnel. Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the paramedic accreditation process for its ambulance personnel.

- Describe the management/supervisory structure that will be used to administer/oversee emergency ambulance services.
- Include completed Investigative Authorization–Individual forms (found in Form 4 of this RFP).

Orientation of New Personnel -- Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, EMS system overview; EMS policies and procedures; radio communications with and between the Contractor, base hospital, receiving hospitals, and communications centers; map reading skills (including key landmarks), routes to hospitals and other major receiving facilities, emergency response areas within Lassen County and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met.

Describe the Bidder's orientation program for field personnel.

Preparation for Multi-Victim Response -- Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under the Multi-Casualty Medical Incident Response Plan (MCI) as well as the Lassen County Disaster Plan. At a multi-victim scene, Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with Standardized Emergency Management System (SEMS) legislation.

Describe the Bidder's mechanism for ensuring that all personnel are trained and prepared to assume responsibilities during an MCI in accordance with the Nor-Cal EMS' MCI Plan, ICS and SEMS.

4.5 Clinical excellence:

The Contractor shall, throughout its organization strive for clinical excellence. This includes, but is not limited to:

- Clinical care and patient outcome
- Skills maintenance/competency
- Documentation

Competitive criterion:

Describe the Bidder's standards for clinical excellence and how it plans to achieve such excellence throughout its organization.

Describe the Bidder's process for monitoring and measuring clinical excellence.

Describe the Bidder's evaluation processes aimed at achieve clinical excellence, including remediation processes and consequences for failure to remediate.

4.6 Continuous Quality Improvement Program

CQI Program -- Contractor shall establish a comprehensive continuous quality improvement (CQI) program approved by the EMS Agency designed to interface with Nor-Cal EMS's evolving CQI Program, including participation in system related CQI activities. The Contractor's CQI program shall be an organized, coordinated,

multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Desirable features for the CQI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.

Describe the Bidder's continuous quality improvement program

Written quality improvement plan

The Contractor shall develop and implement, in cooperation with other EMS system participants, a provider-specific written QI plan that complies with Section 100402, Title 22, California Code of Regulations (EMS System Quality Improvement) and the California EMS System Quality Improvement Guidelines.

Agree to develop and implement a written QI plan that complies with California regulations (Form 5).

Inquiries and Complaints -- Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Describe the bidder's process of responding to complaints and inquiries, including its standard for time before responding.

Compensation/Working Conditions for Ambulance Personnel

Work Schedules and Conditions -- Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel and dispatchers working extended shifts, part time jobs, and/or voluntary or mandatory overtime, are not fatigued to an extent which might impair their judgment or motor skills. Contractor shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods.

Describe Contractor's strategy for establishing work schedules for ambulance personnel.

Compensation/Fringe Benefits -- Nor-Cal EMS expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. Nor-Cal EMS encourages the Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the term of Contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.

- Include a copy of personnel compensation/fringe benefits package for EMTs, paramedics, and dispatchers in this proposal.
- Submit completed copies of Compensation Package—found in Form 6—for each of these personnel categories.

New Employee Recruitment and Screening Process – Contractor shall operate an aggressive, stringent, and comprehensive program of personnel recruitment and screening designed to attract and select field and dispatch personnel.

Describe the Bidder's personnel recruitment and screening process.

Treatment of Incumbent Workers -- The Contractor shall provide a reasonable opportunity for the employees of the current incumbent provider to seek employment with Contractor.

Briefly describe the Bidder's process to offer jobs to employees of the incumbent.

Safety and Infection Control

Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when responding to an emergency medical request.

Describe the Bidder's safety and infection training and equipment
Provide a copy of the Bidder's policies regarding safety and infection, including provision of immunizations.

Contractor shall, upon request, furnish documentation satisfactory to the Lassen County Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

Agree to furnish, upon request, documentation satisfactory to the Lassen County Health Officer, of the absence of tuberculosis disease for any employee or volunteer (Form 5).

4.7 Equipment and Supplies

Contractors shall provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required;

The Contractor shall have sufficient vehicles to provide the level of service proposed, including ambulances, supervisor's vehicles, and any other necessary vehicle.

Describe the Bidder's proposed fleet size, including primary and reserve vehicles) in relation to peak load coverage requirements and fleet standardization policies.

Ambulances: All ambulances used under the contract shall be of a Type I, II, or III, shall be in good condition, and shall meet or exceed the current Federal KKK standards (or industry accepted successor standards) at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of California.

- Include the Bidder's specifications for vehicles to be used for this contract.
- List any specifications developed to improve reliability and any standard modifications to be made to new vehicles prior to placing them in service.
- If the Bidder proposes to not purchase new vehicles for this contract, identify the vehicles to be used, including the
 - chassis manufacturer
 - ambulance manufacturer
 - year of manufacture
 - mileage as of the date of submission of the proposal.

All ambulances and supervisory vehicles exceeding 250,000 miles shall be removed from service and replaced with newly procured ambulances or vehicles..

Agree to replace all ambulances and supervisory vehicles exceeding 250,000 miles (Form 5).

The Contractor shall maintain, and provide to the Ambulance Enforcement Officer, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the Ambulance Enforcement Officer.

Agree to complete, maintain, and continuously provide to Nor-Cal EMS copies of this listing of ambulances and to report other changes (Form 5).

On-Board Ambulance Equipment and Supplies -- Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet Federal, State, and local

requirements for ALS level ambulances, including the requirements of Nor-Cal EMS policies and procedures. Contractor shall be responsible for stocking all expendable supplies including medications.

Provide a detailed list of equipment (including communications equipment) and supplies, including quantities and brand names to be carried on each ambulance.

Radio Communications -- Contractor shall ensure that each ambulance is be equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with the 9-1-1 PSAP, the Contractor's dispatch center, the base hospital, other hospitals, fire agencies on fire responder tactical frequencies, and public safety agencies. Contractor shall have an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center. Contractor shall ensure that each ambulance unit utilized in the performance of services under the contract is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment sufficient to meet or exceed the requirements of EMS Agency policies and procedures.

Describe the ambulance emergency communication and alerting devices to be used.

Employee Equipment -- Contractor shall provide personnel with equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.

Describe the bidder's programs for occupational health and safety, including communicable diseases prevention.

Vehicle Maintenance Program -- Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern ALS service.

- Describe the bidder's proposed maintenance program, including locations of maintenance services.
- Describe proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
- Document the Bidder's previous three-year vehicle failure rate including units in route, at scene, or with a patient on board.
- Describe the Bidder's proposed policies regarding timing of equipment replacement and maintenance incentive programs.
- Submit qualifications of maintenance personnel to be utilized, including maintenance program managers.

Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may

compromise, its performance, shall be immediately removed from service. Appearance of vehicles shall be excellent. Contractor shall repair all damage to ambulances in a timely manner.

- Describe the bidder's policies and procedures for maintaining the working condition of its ambulances.
- Describe the bidder's policies and procedures for cleaning and disinfecting its ambulances.

4.8 Disaster Preparedness

Personnel -- The Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to alert off-duty personnel.

Describe the Bidder's plan/policies for recalling personnel to staff additional vehicles during a multi-casualty incident or disaster.

To the extent that Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the exclusive operating area, Contractor shall render immediate "instant aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.

- Agree to actively participate with Lassen County in disaster planning (Form 5).
- Agree to designate a representative to regularly attend meetings and be the liaison for disaster activities (Form 5).
- Agree to provide field personnel and transport resources for participation in EMS Agency approved disaster drills (Form 5).

Disaster Planning -- Contractor shall actively participate with Lassen County in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with Lassen County and with other agencies. The Contractor shall provide EMT-P and EMT-I staff, and transport resources, for participation in any County disaster drill in which the Lassen County disaster plan/MCI plan is tested.

- Agree to actively participate with Lassen County in disaster planning (Form 5).
- Agree to designate a representative to regularly attend meetings and be the liaison for disaster activities (Form 5).
- Agree to provide field personnel and transport resources for participation in EMS Agency approved disaster drills (Form 5).

4.9 Business Office, Billing and Collection System

Local Office

Contractor shall establish and maintain a business office within in a location that is readily accessible to the public. If the location is not in Lassen County, the Contractor shall provide a toll-free number. The business office shall be open during normal business hours. Personnel at the business office shall be trained and authorized to provide necessary information to the public and customers related to the billing procedures and disputed bills.

Describe how the Bidder will meeting the requirement for a local office or toll-free telephone number.

Billing and collections system

Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims and identifying the patient account information.

- Describe the Bidder's billing and collection system.
- Provide a copy of a late notice.
- Describe how the Bidder evaluates and improves the billing and collection system. Give at least one example of system improvement in the past year.
- Agree to complete, maintain, and upon request, make available to Nor-Cal EMS within five (5) business days of request, copies of patient billing and account documentation (Form 5).

4.10 Data Collection/Performance Reports

Data System Hardware and Software

Contractor shall utilize the Nor-Cal EMS automated Patient Care Reporting (PCR) system software program. Nor-Cal EMS currently utilizes an web base system for the patient care record portion of the system.

The successful contractor will be required to submit electronic patient care Records (ePCR) to Nor-Cal EMS as the local emergency medical services agency (LEMSA). The ePCRs must be submitted in the current NEMSIS format. The Contractor may use an ePCR system of its choosing as long as the data sent to Nor-Cal EMS is in the required format.

Nor-Cal EMS has contracted with Inland Counties Emergency Medical Authority (ICEMA) to provide access to an ePCR solution (ImageTrend) that meets all requirements. Presently the cost is approximately \$1 per ePCR for desktop collected data or \$2 per ePCR for field collected date. If an ePCR solution other than

ImageTrend is used, data must be submitted monthly. If the Contractor uses ImageTrend, there are no special submission requirements other than timely completion of ePCRs.

The Community to which the contractor's ambulance responds must be identified on the electronic PCR for determination of response time compliance. If the Contractor utilizes ImageTrend, the community will need to be identified in the "second address field". If the contractor does not use ImageTrend a field on the ePCR form must be used for this purpose and the ePCR vendor must implement mapping to the ImageTrend "second address field".

Contractor shall be responsible for providing hardware and software maintenance and upgrades as needed.

Agree to provide the necessary hardware, linkages and staff to comply with the requirements of Nor-Cal EMS's data system (Form 5).

Use and Reporting Responsibilities

The Contractor shall submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by Nor-Cal EMS

Agree to submit reports and supporting documentation to Nor-Cal EMS in a timely manner (Form 5).

The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system call number), automated dispatch system information for the response, pre-hospital personnel for the response, patient information (e.g., name, address, insurance), patient history and physical findings, treatment rendered, disposition, emergency department outcome information. Contractor shall comply with the requirements for the PCR (patient care report) as identified in Nor-Cal EMS policy.

The database system shall be used for continuous quality improvement. Examples of some of the features that are included are automatic "flagging" of certain predetermined events in order to facilitate quality (e.g., extended on-scene times). Manual "flagging" shall also be possible so that any participant in a patient case could request a review (e.g., dispatcher, ALS first responder, ambulance personnel, receiving hospital emergency physician, base hospital coordinator).

Describe the Bidder's planned system for documentation of prehospital care, including how it will integrate with other data collection processes.

Contractor shall maintain current records related to EMT-I and EMT-P licensing, accreditation, certification, and continuing education. Contractor shall continuously provide Ambulance Enforcement Officer with a list of EMT-P and EMT-Is currently employed by the Contractor. Information shall include, but not be limited to, name,

address, telephone number, social security number, California paramedic license number, Nor-Cal EMS Paramedic accreditation number, ACLS expiration date, the CPR expiration date and California driver's license number. Information necessary to keep this list current shall be submitted at least monthly.

- Agree to complete, maintain, and provide to Nor-Cal EMS upon request copies of current records related to EMT-I and EMT-P licensing, accreditation, certification, and continuing education (Form 5).
- Agree to complete, maintain, and (subject to employee privacy rights) upon request, make available to Nor-Cal EMS within five (5) business days of request, copies of personnel records (including current licensure and certification) (Form 5).

Contractor shall complete, maintain, and upon request, make available to Ambulance Enforcement Officer copies of:

- Number of emergency responses and transports.
- Personnel records (including current licensure and certification).
- Equipment failure reports.
- Equipment and vehicle maintenance reports.
- Patient billing and account documentation.
- Continuous Quality Improvement program reports.
- A complete listing of all service complaints received and their disposition/resolution.

Agree to comply with the reporting requirements, as listed (Form 5).

Annual Financial Audit -- Contractor shall provide to the Ambulance Enforcement Officer annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the Ambulance Enforcement Officer within one hundred twenty (120) calendar days of the close of each fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Lassen County operation shall be required and shall be subject to the independent auditor's opinion.

Agree to provide the Ambulance Enforcement Officer an annual financial statement according to the requirements identified (Form 5).

Public Information and Education

Contractor shall participate in the EMS related public education and information including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

- Describe the Bidder's current role in Public Information and Education.
- Identify the Bidder's Public Information and Education plan, including timeline and measurements, upon successful acquisition of this contract.

4.11 **Base Hospital Relationship**

Contractor shall establish and maintain a relationship and an operational agreement with the Banner Lassen Hospital as its base hospital medical control.

Describe the relationship and operational agreement that will exist with Banner Lassen Community Hospital.

4.12 **First Responder Relationship**

Contractor shall develop mechanisms to exchange such long spine boards and straps/head blocks, and restock medical supplies used by first responder units when treatment has been provided by the first responder personnel and patient care is assumed by Contractor's personnel. If Contractor is canceled enroute, or at the scene and no patient contact is made by Contractor's personnel, Contractor shall not be obligated to restock first responder supplies.

Describe the organization's planned mechanism for exchange with Non-Transport Emergency Medical Responder agencies.

4.13 **System committee participation**

The Contractor shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services for Lassen County.

Agree to participate in the appropriate Lassen County and Nor-Cal EMS committees (Form 5).

4.14 **Audits and Inspections**

At any time during normal business hours, and as often as may reasonably be deemed necessary, Nor-Cal EMS' representatives may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by this contract.

Nor-Cal EMS representatives may, at any time, and without notification, directly observe Contractor's operation of its Ambulance Dispatch Center, maintenance facility, any ambulance post location, and Nor-Cal EMS representatives may, at any time, ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employee in the performance of their duties, and shall, at all times, be respectful of Contractors' employer/employee relationship.

Nor-Cal EMS' right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

Agree to audits and inspections required by Nor-Cal EMS (Form 5).

4.15 Financial and administrative

Include the following forms:

- Budget format (Form 7)
- Proposed ambulance rates (Form 8)
- Charge scenarios (Form 9)
-

Provide the required information

Enforcement fee

Nor-Cal EMS charges a fee for enforcement of the ambulance ordinance and for providing medical direction. While this cost changes from year to year, it is anticipated that the fee for 2015/16 will be approximately \$3,600.

Agree to pay the enforcement fee as determined by the Nor-Cal EMS Board of Directors.
(Form 5).

Budget

To fulfill this requirement, the Contractor shall provide complete information on full costs of its proposed service. Such information shall include the Contractor's ambulance system operational budgets for each year of the first three years of operation. Additionally, the Contractor shall also provide complete information on its projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover costs of operations, the Bidder shall document its projected source of revenue to offset such loss and shall detail the Bidder's projected timeframe to recoup losses.

"Full Cost" shall mean all costs attributable to the provision of service including but not limited to the following:

- Costs and/or depreciation of all equipment, supplies, and other capital expenditures necessary to provide the service during the term of the contract, including cost of financing (for public entities this may include cost of levy or bond elections, bond counsel, underwriter's discount, etc.)
- All indirect costs including services provided by other departments (if public body) or entities such as costs for accounting, computer processing time, purchasing, human resources, and other administrative and overhead expenses.

- Accounting for Multi-use Personnel and Equipment - Indirect overhead and administrative costs shall be determined by allocating a percentage of the overhead charge. For example, if a corporation uses its finance or accounting services to serve multiple franchises or operations, a portion of that service might be allocated to this contract based upon the invoices for this contract compared to the total invoices for the corporation.
- Costs of dual-use equipment allocable to ambulance services in the exclusive operating area shall be based on the number of EMS uses in the exclusive operating area compared to total uses.
- Costs of dual-use personnel allocable to ambulance service in the exclusive operating area shall be based on the number of EMS responses in the exclusive operating area compared to total number of responses by the Bidder for which the personnel are responsible. Cost for such personnel shall be included based upon the percentage of medical responses relative to overall responses. For example, if medical responses account for 75% of the total responses for dual use personnel assigned to the ambulance, 75% of their salary and benefits shall be assigned to the ambulance budget.

Competitive criterion:

Submit a completed “Proposed Operating Budget” (Form 7) for each of the first three years of the contract.

The submitted budgets should identify any budgetary assumptions that impact the projected revenues, including payer mix, charges, collection practices, staffing patterns, and labor costs. The Bidder should ensure that any such assumptions comply with information submitted elsewhere in its proposal.

NOTE: The budget must demonstrate that the Bidder’s proposed charges are sufficient to provide the level of services that are proposed. Any attempt to “underbid” that shows insufficient revenues will be considered non-responsive.

Proposed ambulance charges

As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section. The current rate structure in Lassen County is shown in Table 2. Proposed cost increases will be carefully scrutinized relative to increased value.

Table 2: Current ground ambulance rates

911 ASL and/or Emergency	\$2,750.00
Local Interfacility Transfers & Non-Emergency	\$1,950.00
Long Distance Transfer Base Rate	\$2,950.00
SCT Interfacility Transfer Base Rate	\$3,600.00
Mileage	\$45.00
EKG	\$100.00
ALS Treatment w/o Transport	\$2,100.00

- Submit the completed form “Proposed Ambulance Rates” (Form 8).
- Submit the completed form “Charge Scenarios” (Form 9).

Subscription program

Contractor shall implement and maintain a subscription program to enable potential users of its service to pre-pay the portion of the bill that would not be covered by insurance (e.g., deductibles and co-pays) and provide a discount of 20% of the bill for plan members who do not have insurance or whose insurance denies payment. The annual cost of the plan must not exceed \$75.00 per year in the first year of the Agreement with future costs determined at the time of any requests ambulance rate increases.

Contractor must adequately publicize the subscription plan in order to inform potential subscribers of its existence and the process for subscribing to it.

- Describe the proposed subscription program, including
 - the first year cost of the plan;
 - the benefits to be provided;
 - any limitations or restrictions on these benefits.
- Describe the planned method of publicizing the subscription plan.

Performance Security

Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract performance security in the amount of \$85,000 in one of the following methods acceptable to Nor-Cal EMS.

- 1) A performance bond issued by an admitted surety licensed in the State of California acceptable to Nor-Cal EMS, provided that the language of such performance bond shall recognize and accept the contract’s requirements for immediate release of funds to Nor-Cal EMS upon determination by Nor-Cal EMS that Contractor is in major default and that the nature of the default is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to Nor-Cal EMS; or

- 2) An irrevocable letter of credit issued by a bank or other financial institution acceptable to Nor-Cal EMS in a form acceptable to Nor-Cal EMS which shall recognize and accept the contract's requirements for immediate payment of funds to Nor-Cal EMS upon determination by Nor-Cal EMS that Contractor is in major default and that the nature of the default is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to Nor-Cal EMS; or
- 3) A combination of the above methods that is acceptable to Nor-Cal EMS.

The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days written notice to Nor-Cal EMS of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide Nor-Cal EMS with replacement security in a form acceptable to Nor-Cal EMS.

Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected, and prior to contract start date, shall result in forfeiture of the award.

Accept the requirements for performance security (Form 5).

Insurance

The Contractor, at its sole cost and expense, shall obtain maintain, and comply with all Nor-Cal EMS insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to Nor-Cal EMS and shall be primary coverage as respects Nor-Cal EMS, Inc.

A. General Liability. The Contractor shall obtain and keep in force during the term of the contract general liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said comprehensive or commercial general liability shall be in the sum of not less than \$2 million for combined single limit bodily injury and property damage with a \$6 million umbrella policy, including coverage for (a) bodily injury, (b) personal injury (c) broad form property damage, (d) contractual liability and (e) cross-liability.

B. Professional Liability. The Contractor shall obtain and keep in force during the term of the contract professional liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program, insuring the owner against loss by reason of injury or damage that

may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said professional liability insurance shall be in the sum of not less than \$10 million primary coverage

C. Automobile Insurance. The Contractor shall obtain and keep in force during the term of the contract comprehensive automobile liability insurance for each of the Contractor's vehicles used in the performance of its contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said comprehensive automobile liability policy shall be in the sum of not less than \$5 million for combined single limit bodily injury and property damage.

D. Worker's Compensation Insurance. All employees of the Contractor must be covered by Worker's Compensation Insurance Policy, in the minimum statutorily required coverage amounts.

Other Insurance Provisions

A. Additional Insured. The Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming Nor-Cal EMS and Lassen County as additional insured for general liability, professional liability, and auto liability.

B. Hold Harmless. The Contractor shall indemnify, defend and hold harmless Nor-Cal EMS and Lassen County, their officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by Nor-Cal EMS' and/or Lassen County's fault or negligence. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the contract requiring a 30-day notice to be given to the Permit Officer prior to cancellation, modification or reduction in limits.

D. Evidence of Insurance. Prior to the starting date of the contract and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements shall be filed with Nor-Cal.

- Agree to comply with the Nor-Cal EMS' insurance requirements (Form 5).
- Agree to Indemnify and hold the Nor-Cal EMS Lassen County and harmless according to the above provisions (Form 5).

Indemnify and Hold Harmless

Contractor shall defend, indemnify and hold harmless Nor-Cal EMS and Lassen County, their elective and appointive boards, their officers, agents and employees, and the Nor-Cal EMS Medical Director, from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees, for injury to, or death of, any person, and for damage to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of the Contractor, its officers, employees, agents, or contractors in performing or failing to perform any services or functions provided for, or referred to, or in any way connected with any work, services, or functions to be performed by the Contractor, its officers, employees, agents, or contractors under the contract.

Nor-Cal EMS and Lassen County shall defend, indemnify and hold harmless the Contractor, its elective and appointive boards, officers, agents, and employees from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney's fees, for injury to, or death of, any persons, or for damage to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with the acts or omissions by, or on behalf of Nor-Cal EMS and Lassen County, their officers employees, agents or contractors in performing or failing to perform any services, or functions provided for, or referred to , or in any way connect with any work, services, or functions to be performed by the Nor-Cal EMS or Lassen County, their officers, employees, agents, or contractors under the contract.

These provisions shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by the party to be indemnified, including, but not limited to, attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or self-insurance of the indemnifying party shall have been determined to be applicable to any of such damages or claims for damages.

Agree to indemnify and hold Nor-Cal EMS, Inc. and the County of Lassen harmless according to the above provisions (Form 5).

4.16 Penalties

Minor Breach -- Nor-Cal EMS may impose a penalty, not to exceed one hundred (\$100.00) for each breach that constitutes a "Minor Breach" of the contract and that has not been cured within thirty (30) days from date of official notice being given by the Nor-Cal EMS or designee.

"Minor Breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a "Major Breach", as that term is defined below.

Before fines for Minor Breach fines are imposed, the Ambulance Enforcement Officer, or designee, shall give the Contractor written notice of the alleged Minor Breach and thirty days to cure the breach or otherwise respond to the allegations of breach.

Agree to the penalty for minor breach of the contract, as described (Form 5).

Termination For Cause -- Either party may terminate the contract at any time for cause for major breach of its provisions affecting the public health and safety, consistent with the provisions herein. "Major Breach" shall include, but not be limited to,

- Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables Nor-Cal EMS and the Contractor to remain in substantial compliance with the requirements of Federal, State, and local laws, rules and regulations;
- Willful falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to the contract;
- Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
- Failure to comply with the response time performance requirements for two consecutive months, or for any three months in a calendar year, shall be a "Minor Breach" of this Agreement. Failure to comply with these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a "Major Breach" of this Agreement;
- Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein and offered by Contractor in its response to the Nor-Cal EMS' Lassen County RFP, and accepted by Nor-Cal EMS;
- Failure to participate in the established Continuous Quality Improvement program of the Nor-Cal EMS, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by Nor-Cal EMS as provided for herein;
- Chronic or persistent failure to comply with conditions stipulated by Nor-Cal EMS to correct any "Minor Breach" conditions;

- Failure of the Contractor to cooperate and assist Nor-Cal EMS in the investigation or correction of any “Minor or Major Breach” of the terms of this Agreement;
- Failure by Contractor to cooperate with and assist Nor-Cal EMS in its takeover or replacement of Contractor’s operations after a Major Breach has been declared by Nor-Cal EMS, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor’s reasonable control;
- Failure to assist in the orderly transition, or scaling down of services, during the transition to the next contractor if such contract does not include the Contractor;
- Failure to comply with required payment of fines or penalties within thirty (30) days written notice of the imposition of such fine or penalty;
- Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
- Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
- Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to Nor-Cal EMS; and
- Any other willful acts or omissions of the Contractor that endanger the public health and safety.

Agree to the definition of major breach (Form 5).

Declaration of Major Breach and Takeover/Replacement Service -- If Nor-Cal EMS determines that a Major Breach has occurred, and if the nature of the breach is, in Nor-Cal EMS’ opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with Nor-Cal EMS to effect a prompt and orderly takeover or replacement by the Contractor’s Lassen County operations.

Equipment and Vehicle Lease—Immediately upon notification by Nor-Cal EMS that it has determined that a major breach has occurred and that said breach constitutes a serious and immediate threat to public health and safety, the lease of all Contractor's equipment, vehicles, and access to buildings as per contract with Nor-Cal EMS.

Dispute After Takeover/Replacement—Such takeover/replacement shall be effected within 72 hours after finding of Major Breach by Nor-Cal EMS. Contractor shall not be prohibited from disputing any such finding of such breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by Nor-Cal EMS. Neither shall such dispute by the Contractor delay Nor-Cal EMS' access to Contractor's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to Nor-Cal EMS, shall not be construed as acceptance by Contractor of the finding of major default, and shall not in any way jeopardize the Contractor's right to recovery should a court later determine that the declaration of major default was in error. However, failure on the part of the Contractor to cooperate fully with Nor-Cal EMS to effect a safe and orderly takeover/replacement of services shall itself constitute a major breach under the terms of the contract, even if it is later determined that the original declaration of major breach was made in error.

Accept the takeover procedure (Form 5).

Liquidated Damages -- The unique nature of the services that are the subject of the contract requires that, in the event of major default of a type that endangers the public health and safety, Nor-Cal EMS must restore services immediately, and the Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/ replacement of Contractor's operations by Nor-Cal EMS it would be difficult or impossible to distinguish the cost to Nor-Cal EMS of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to Nor-Cal EMS during an interim period, and cost of recruiting a replacement Contractor from the normal cost to Nor-Cal EMS that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default as to distinguish from the results from faulty management during Nor-Cal EMS during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Contract. The minimum amount of these additional costs to Nor-Cal EMS (e.g., costs in excess of those that would have been incurred by Nor-Cal EMS if the default had not occurred) could be not less than \$85,000 even assuming County's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach, the Contractor shall pay Nor-Cal EMS liquidated damages in the amount of \$85,000.

Agree to the provision for liquidated damages (Form 5).

“Lame Duck” Provisions

If the Contractor fails to win the bid in a subsequent bid cycle, the Nor-Cal EMS shall depend upon the Contractor to continue provision of all services required under the contract until the winning Contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a “lame duck”. To ensure continued performance fully consistent with the requirements of the contract throughout any such “lame duck” period, the following provisions shall apply:

Throughout such “lame duck” period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning Contractor;

The Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor’s service and operating costs to maximize profits during the final stages of the contract;

The Contractor may reasonably begin to prepare for transition of service to the new Contractor during the “lame duck” period, and Nor-Cal EMS shall not unreasonably withhold its approval of the outgoing Contractor’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the Contractor’s performance during such “lame duck” period, and so long as such transition activities are prior-approved by the Nor-Cal EMS.

Agree to follow the Nor-Cal EMS’ requirements in a “lame duck” situation (Form 5).

Required forms

Form 1: Proposal Identification

**PROPOSAL TO PROVIDE EMERGENCY and ADVANCED LIFE SUPPORT
AMBULANCE SERVICES TO LASSEN COUNTY
2005**

***** THIS FORM MUST APPEAR ON THE FRONT OF THE PROPOSAL *****

This is a proposal to contract with Nor-Cal EMS to provide emergency advanced life support ambulance service within the Lassen County Exclusive Operating Area - 1.

NAME OF
BIDDER: _____

Dbas: _____

LEGAL ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____

ADDRESS FOR MAILINGS (If Different):

OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION

RFP NUMBER: _____ DATE RECEIVED: _____ TIME RECEIVED: _____

BY: _____ Title: _____

Form 2: Statement of intent and affirmation

In submitting this proposal/offer, _____ hereafter referred to as "Bidder", hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP). Further, Bidder certifies the completeness and accuracy of all information contained in the Bidder's response to the RFP and supplied to the Nor-Cal EMS during the request for proposal process.

The Bidder's proposal, constitutes a firm and binding offer by the Bidder to perform the services as stated.

Bidder further affirms that Bidder will meet or exceed request for proposal specifications unless exceptions have been specifically noted in the proposal.

Responding Organization

By: Signature (Authorized Representative)

Name (Printed)

Title

ACKNOWLEDGEMENT

State of

County of

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

Form 3: Investigative authorization–company

The undersigned company, a prospective Bidder to provide emergency advanced life support ambulance service for the Nor-Cal EMS, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the Nor-Cal EMS, or its agents. The company specifically agrees that the Nor-Cal EMS or its agency may conduct an investigation for the purpose into, but not limited to the following matters:

1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the Nor-Cal EMS’s selection decision.
2. The company’s current business practices, including employee compensation and benefits arrangements, pricing practices, billing and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the company toward the company’s services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company’s past work, as well as other units of local government with which the company has dealt in the past.
4. Other business in which company owners and/or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation.

This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:

Date: _____

Company Name: _____

ACKNOWLEDGEMENT

State of

County of

On this _____ day of _____ 2015, before me, the undersigned, a Notary Public in and for the said County and State, personally appears

_____ to me known to be the person described

herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same as her/his free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

Form 4: Investigative authorization–individual

The undersigned, being _____(title) for

(Company), which is a prospective Bidder to provide emergency and advanced life support ambulance service to the Nor-Cal EMS, recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. That assurance will require an inquiry into matters which are deemed relevant by the Nor-Cal EMS or its agents, such as, but not limited to, the character, reputation, competence of the company’s owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the Nor-Cal EMS, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date: _____
Individual Name: _____

ACKNOWLEDGEMENT

State of

County of

On this _____day of _____2015, before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires_____

Form 5: Acceptance of Minimum Requirements

Initial each area of agreement or disagreement with minimum requirements. The Authorized Representative of the Bidder must sign second page.

Agree	Disagree	Minimum Requirements
		Agree to ensure that all operational policies meet or exceed state, federal or county laws, statues, and policies.
		Accept the requirement to keep a current deployment plan on file with the Ambulance Enforcement Officer.
		Accept definition of applicable calls.
		Accept the requirement to redeploy ambulances or add additional ambulance hours.
		Accept the response time penalty for response to Code 3 requests.
		Accept Lassen County response time compliance zones for response to Code 3 requests.
		Accept response time compliance penalty for response to Code 3 requests
		Accept the Response Time Exception procedure.
		Agree to calculate ambulance response times as described.
		Accept penalty for failed response.
		Agree to report calls as required.
		Acknowledge that payment of penalties does not relieve the Contractor of responsibility for compliance with response time standards.
		Accept the penalty for failure to meet response time standard, and acknowledge that payment of penalty does not relieve Bidder of responsibility for compliance with response time standards.
		Accept the penalty for failure to provide data necessary to determine response time compliance.
		Agree to provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement.
		Agree to identify causes of performance failures and document efforts to eliminate these problems.
		Accept the penalty assessment procedure.
		Accept the penalty assessment procedure.
		Agree to use air ambulance and air rescue services according to Nor-Cal EMS Policies.
		Acknowledge that the Contractor's provision of dedicated standby emergency ambulance service for a special event or non-emergency medical transfers does not excuse the Contractor from satisfying its obligations under the terms of its contract with Nor-Cal EMS.

Form 5: Acceptance of Minimum Requirements (Page 2)

		Accept dispatch requirements.
		Agree to submit dispatch policies and procedures to the Ambulance Enforcement Officer for approval and to utilize such approved policies and procedures.
		Agree that all dispatching and communications with its ambulance units is conducted in a manner consistent with Federal and State 9-1-1 Communications Standards, including EMS Agency policies and procedures.
		Agree to comply with the standards for dispatcher training.
		Accept penalties for failure to meet ambulance staffing and clinical standards.
		Agree to report any staffing requirement failure as required.
		Agree to develop and implement a written QI plan that complies with California regulations.
		Agree to furnish, upon request, documentation satisfactory to the Lassen County Health Officer, of the absence of tuberculosis disease for any employee or volunteer
		Agree to replace all ambulances and supervisory vehicles exceeding 250,000 miles.
		Agree to complete, maintain, and continuously provide to Nor-Cal EMS copies of this listing of ambulances and to report other changes.
		Agree to actively participate with Lassen County in disaster planning.
		Agree to designate a representative to regularly attend meetings and be the liaison for disaster activities.
		Agree to provide field personnel and transport resources for participation in EMS Agency approved disaster drills.
		Agree to actively participate with Lassen County in disaster planning.
		Agree to designate a representative to regularly attend meetings and be the liaison for disaster activities.
		Agree to provide field personnel and transport resources for participation in EMS Agency approved disaster drills.
		Agree to complete, maintain, and upon request, make available to Nor-Cal EMS within five (5) business days of request, copies of patient billing and account documentation.
		Agree to provide the necessary hardware, linkages and staff to comply with the requirements of Nor-Cal EMS's data system

Form 5: Acceptance of Minimum Requirements (Page 5)

		Agree to submit reports and supporting documentation to Nor-Cal EMS in a timely manner.
		Agree to complete, maintain, and provide to Nor-Cal EMS upon request copies of current records related to EMT-I, EMT-P, and EMD licensing, accreditation, certification, and continuing education.
		Agree to complete, maintain, and (subject to employee privacy rights) upon request, make available to Nor-Cal EMS within five (5) business days of request, copies of personnel records (including current licensure and certification).
		Agree to comply with the reporting requirements.
		Agree to provide the Ambulance Enforcement Officer with an annual financial statement according to the requirements identified.
		Agree to participate in the appropriate Lassen County and Nor-Cal EMS committees.
		Agree to audits and inspections required by Nor-Cal EMS.
		Agree to the penalty for minor breach of the contract, as described.
		Agree to the definition of major breach.
		Accept the takeover procedure.
		Agree to the provision for liquidated damages.
		Agree to follow the Nor-Cal EMS' requirements in a "lame duck" situation.
		Agree to pay the enforcement fee as determined by the Nor-Cal EMS Board of Directors.
		Accept the requirements for performance security.
		Agree to comply with the Nor-Cal EMS' insurance requirements.
		Agree to Indemnify and hold the Nor-Cal EMS Lassen County and harmless according to the above provisions.
		Agree to indemnify and hold Nor-Cal EMS, Inc. and the County of Lassen harmless according to the above provisions.

Date

Bidder Name

By: Signature (Authorized Representative)

Name (Printed)

Title

Form 6: Compensation Package

Bidder _____

Personnel Category _____

	1. New Employee	After 2 Years Employment	After 5 Years Employment
Hourly Wage: (Straight time)	Lowest \$ _____/hr Highest \$ _____/hr Median \$ _____/hr	Lowest \$ _____/hr Highest \$ _____/hr Median \$ _____/hr	Lowest \$ _____/hr Highest \$ _____/hr Median \$ _____/hr

Average number of hours per week for full time employee:

Average gross earning per year for full time employee:

Paid Vacation	_____ days/year	_____ days/year	_____ days/year
Paid Holidays	_____ days/year	_____ days/year	_____ days/year
Sick Leave	_____ days/year	_____ days/year	_____ days/year
Paid Continuing Ed.	_____ hours/year	_____ hours/year	_____ hours/year
Uniform Allowance	\$ _____/year	\$ _____/year	\$ _____/year
Tuition Reimbursement	\$ _____/year	\$ _____/year	\$ _____/year

Health Care

Medical	_____ % covered \$ _____ deductible	_____ % covered \$ _____ deductible	_____ % covered \$ _____ deductible
Dental	_____ % covered	_____ % covered	_____ % covered
Optical	_____ % covered	_____ % covered	_____ % covered

Stock Options:

Profit Sharing:

Day Care Services:

Career Development:

Pension Plan:

Form 7: Proposed Operating Budget

Bidder: _____

Year _____

EXPENSES

Personnel

Paramedics

Wages \$ _____

Benefits \$ _____

EMT-Is

Wages \$ _____

Benefits \$ _____

Other Personnel

Wages \$ _____

Benefits \$ _____

Subtotal \$ _____

Vehicles

Gasoline \$ _____

Repair and maintenance \$ _____

Equipment lease/depreciation \$ _____

Subtotal \$ _____

Medical Equipment/Supplies

Supplies \$ _____

Equipment lease/depreciation \$ _____

Maintenance and repair \$ _____

Subtotal \$ _____

Form 7: Proposed Operating Budget (Page2)

Bidder: _____

Year _____

Other

Rents and leases \$ _____

Insurance \$ _____

Utilities and telephone \$ _____

Office supplies and postage \$ _____

Professional services \$ _____

Taxes \$ _____

Nor-Cal EMS Fees \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Subtotal \$ _____

Total Expenses \$ _____

Form 7: Proposed Operating Budget (Page 3)

Bidder: _____ **Year** _____

REVENUES

Patient Charges

Private payments \$ _____

Medi-Cal \$ _____

Medicare \$ _____

Other third party payments \$ _____

Subtotal \$ _____

Other Sources of Revenue, Specify

_____ \$ _____

_____ \$ _____

Total Revenue \$ _____

Net Income (Total Revenue minus Total Expenses) \$ _____

Basis for Revenue Projections

Source of Payment	Annual Number of Transports	%	Average Payment/ Transport	Annual Revenue
Private				
Medi-Cal Only				
Medicare/Medi-cal				
Medicare Only				
Other _____				
No Payment			0.00	0.00
Total		100%	\$	\$

Form 9: Charge Scenarios

Bidder _____ Year _____

*Charges are to be based on the rate schedule submitted in this proposal. If an item is included in the base rate, or if there is no charge for an item, indicate this on the form. Identify additional specific charges, e.g. charges to perform any of the identified skills, etc; or routine charges, e.g. infection control charge, in the blanks provided. The total shall reflect **all** specific and routine charges that a patient in this type of scenario would be billed.*

SCENARIO #1 – A 56 year old male is complaining of chest pain. This call occurs at 2:00 a.m. and the patient’s home is 12 miles from the hospital.

	Total _____
Base rate	\$ _____
Emergency Response	\$ _____
Night charge	\$ _____
12 miles transport	\$ _____
Oxygen	\$ _____
Oxygen administration equipment	\$ _____
I.V. administration equipment	\$ _____
Saline Lock	\$ _____
Cardiac Monitor	\$ _____
Nitroglycerin gr. 1/150 s.l.	\$ _____
Lidocaine 100 mg. I.V.	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SCENARIO #2 – A 25 year old unconscious diabetic is treated with glucose and refuses treatment signing out AMA. Field personnel spend 45 minutes on this call prior to clearing.

	Total _____
Base Rate	\$ _____
Emergency Response	\$ _____
Oxygen	\$ _____
I.V. administration equipment	\$ _____
I.V. solution	\$ _____
Glucose	\$ _____
Narcan	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Form 10: Proposal evaluation tool

Members of the Proposal Review Committee shall memorialize their recommendation for their selection of the winning bidder by completing this Proposal Evaluation Tool.

- 1. **Legal Standards.** Has the proposer met the affirmation requirement to meet specific standards listed in Form 5? Yes____ No____

If the answer is no, provide an explanation below:

- 2. **Objective Standards.** Has the proposer met the affirmation requirement to meet specific standards and provided information describing how this standard will be achieved? Yes____ No____

If the answer is no, describe the specific failure for each standard for which the information was lacking. For example, the information may be inadequate due to a failure to provide adequate detail or because the approach described is deemed to be unsound in the committee member’s opinion. Use additional pages as necessary.

Competitive Standards. These standards must be evaluated based upon how the standard is to be met in terms of their soundness, but most importantly evaluated in rank order relative to the proposals submitted by other bidders. Use the table below to rank order each proposal based upon their relative merits for each competitive category. Assign a “1” for the top ranked proposal, “2” for the second ranked proposal, etc. Provide a brief written explanation for the reason for each ranking.

Individual Proposal Review Committee Member Preliminary Worksheet				
<i>Competitive Standard</i>	Rank Proposal A	Rank Proposal B	Rank Proposal C	Rank Proposal D
System design and deployment plan				

Explain the above ranking based on how each proposal addressed the following areas:

1. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
2. 24 hour system status management strategies.
3. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume within the EOA (e.g., on-call personnel, mutual aid contracts, etc.).
4. Anticipated average response times to each community including variations based upon variable deployment patterns.
5. Full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
 - Any planned use of on-call crews.
 - Any mandatory overtime requirements.
 - Process for monitoring of workload for personnel assigned to 24-hour units.
6. Record keeping and statistical analyses to be used to identify and correct response time performance problems.
7. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

Individual Proposal Review Committee Member Preliminary Worksheet				
<i>Competitive Standard</i>	Rank Proposal A	Rank Proposal B	Rank Proposal C	Rank Proposal D
Clinical excellence and quality improvement				

Explain the above ranking based on how each proposal addressed the following areas:

1. The Bidder's standards for clinical excellence and how it plans to achieve such excellence throughout its organization.
2. The Bidder's process for monitoring and measuring clinical excellence as they relate to its standards.
3. The Bidder's evaluation processes to achieve clinical excellence, including remediation processes and consequences for failure to remediate.
4. The Bidder's QI plan, including training for personnel (NOTE: This plan, including any future revisions, is subject to the EMS Agency's review and approval).

Individual Proposal Review Committee Member Preliminary Worksheet				
<i>Competitive Standard</i>	Rank Proposal A	Rank Proposal B	Rank Proposal C	Rank Proposal D
Efficiency and operating Margin				

Explain the above ranking based on how each proposal compares the efficiency of each bidder's anticipated operating margin.

1. Cost per unit hour
2. Operating margin
3. Feasibility of providing the proposed level of service with the anticipated revenue level.

Form 11: Committee final recommendation

Proposal Review Committee Final Recommendation				
<i>All Competitive Standards</i>	Rank Proposal A	Rank Proposal B	Rank Proposal C	Rank Proposal D

Explain the above ranking based on how each proposal addressed the following areas:

1. System design and deployment plan
2. Clinical excellence and quality improvement
3. Efficiency and operating margin