

**THE SOLANO
EMERGENCY MEDICAL SERVICES COOPERATIVE**

as the

Solano County Emergency Medical Services Agency

Issues this

REQUEST FOR PROPOSAL

For

**EXCLUSIVE EMERGENCY AMBULANCE
AND
MEDICAL TRANSPORTATION SERVICES**

Notice is hereby given that sealed proposals will be received at the Solano County Emergency Medical Services Agency until **November 21, 2008**, for performing all work necessary in accordance with the Scope of Services and other related documents provided herein. Please carefully read and follow the instructions. Proposals must be in a sealed envelope with the proposal number and closing date marked on the outside and addressed to:

Solano County EMS Agency
275 Beck Ave MS 5-240
Fairfield, Ca. 94533
Attention: Michael Frenn

Any Bidder who wishes their proposal to be considered is responsible for making certain that their proposal is received at the Solano County Department of EMS Agency Office by the closing date. Proposals must bear original signatures. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

CLOSING DEADLINE DATE: November 21, 2008

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I. Overview

A. Introduction:

The Solano Emergency Medical Services Cooperative (SEMSC), which is the Emergency Medical Services (EMS) Agency for the County of Solano, is issuing this Request For Proposals (RFP) to competitively select an exclusive provider of ambulance service for an Exclusive Operating Area (EOA) in Solano County and invites qualified bidders to participate in this process. This document describes, the intent, desire and requirements of the SEMSC for organizations desiring to participate in this procurement. It also describes the intent and requirements the SEMSC places upon the successful bidder.

This award shall be made at the sole discretion of the SEMSC Board of Directors to the Proposer that best provides evidence of satisfactory qualifications and displays responsibility to fully meet the requirements as set forth by the SEMSC. Evidence of qualifications and responsibility shall be furnished by the Proposer as described in this RFP document. In addition to clinical sophistication, appropriate financial strength, cost competitiveness and other hallmarks of a desirable ambulance contractor, the SEMSC will place high emphasis on those entities which can demonstrate outstanding customer and professional business relations. Proposers should also be aware that it is not enough to “promise” to perform, the highest evaluations will result when there is evidence of both the ability and history of performance.

There is a mandatory Pre-Bid Conference, tentatively scheduled for October 8, 2008, however the Agency reserves the right to change this date based on evolution of this process. A two week notice shall be provided to all bidders who have requested a copy of this RFP.

Once this procurement is officially opened, no bidder, potential bidder or anyone having relationship with a bidder or potential bidder, or any one who might possibly benefit or have an interest in this procurement may contact any member of Agency staff other than the EMS Administrator. No expectation should exist that the Administrator will provide any information not provided in this RFP. Any and all requests for additional information, clarification, objections or other matters must be submitted in writing. This information and the Agency response shall be provided in writing to all potential bidders as part of the Response to Written Comments.

B. Authority

Pursuant to California Health and Safety Code §1797.224, the SEMSC has established an EOA. In addition, in it's role as the Local EMS Agency (LEMSA) for Solano County, the SEMSC has and will promulgate ordinance, resolutions,

policies and procedures governing the use of ambulances, emergent and non-emergent, within the its jurisdictional control. The successful bidder will be expected to strictly abide by any and all governing documents, including those not yet created.

C. The Solano EMS Cooperative

The Solano EMS Cooperative is a joint Powers Authority (JPA) organized pursuant to Government Code §6500. It is comprised of all of the cities in Solano County, except the City of Vacaville, and all of the fire districts in the unincorporated area of the county. There is a 7-member Board of Directors comprised of representatives of the major disciplines associated with EMS: county government, city government, fire service, emergency physicians, the medical community, and the public. This Board composition is largely responsible for the success and stability of the SEMSC for the past 12 years. It has provided broad representation of the EMS community and demonstrated professional credibility to both the public and private sectors. To this day, the Solano EMS Cooperative exists as the single best example of a true shared governance model for EMS system design and management.

The SEMSC was designated by the Solano County Board of Supervisors as the Local EMS Agency (LEMSA) for Solano County as allowed in Health and Safety Code Division 2.5, §1797.200. The SEMSC has all of the responsibilities and authority vested in a local EMS Agency, including the ability to select, via a competitive process, a provider for emergency ambulance service. The Medical Director of the EMS Agency provides the medical direction and management of the EMS system pursuant to Health and Safety Code Division 2.5, §1798(a). The Medical Director exercises the responsibility of medical oversight independent of the Board. The Board of Directors is served by County staff assigned to the EMS Bureau in the Public Health Division. The EMS Agency Administrator functions as the Executive Director and principal staff member to the Board.

The positions of the Board of Directors of the SEMSC are:

- (1) County The County Administrative Officer
- (1) Cities A City Manager selected by countywide City Manager's group.
- (1) Fire A Fire Chief selected by the County Chiefs Association (cannot be from the same City as the City Manager)
- (1) E.R. M.D. Selected by the physician membership of Physicians' Forum Committee (Cannot be from a hospital also represented by a Professional Member)
- (2) Professional Medical professionals (Physician, Registered Nurse, Paramedic, Hospital Administrator, etc.), selected by the administrators of the hospitals within the county
- (1) Consumer Selected from a pool of applicants by the other 6 members of the Board.

D. Key Elements

The key elements of this procurement are:

Type of contract:	Exclusive Franchise
Contract period:	5 year base, commencing approximately May 3, 2009
Extensions:	Two (2), 2-year, and one (1), 1-year; 10 year maximum time frame.
Compensation:	Fee for service; No County Subsidy
County Subsidy:	None
Configuration:	One paramedic, one Emergency Medical Technician (EMT-I)
System Design:	High Performance

E. Philosophy of System Design

An integrated Emergency Medical Services (EMS) transportation system for the provision of emergency services has been established in Solano County. In its eight years existence, this high performance franchise model has greatly improved the level of service to persons suffering from acute illness and/or injury in Solano County. The system has been designed to promote high quality clinical care, response time reliability and efficient and accountable EMS services at a reasonable cost to consumers at all levels. This was the first time Solano County had such a system and much progress was attained. This procurement has been designed to build on these successes and to ensure adequate controls and safeguards exist to attain the appropriate service delivery model results.

The SEMSC intends to award a single agreement for the provision of emergency and other medical transportation services. Under this agreement, both the SEMSC and the Contractor seek to achieve clinical excellence. Both provide cost containment, a professional and courteous image, and the desire that the Contractor is successful and earns a reasonable profit. Under the agreement, the relationship between the SEMSC and the Contractor is intended to be cooperative, not confrontational, achieving a mutually beneficial public-private relationship.

Emergency Medical Services is first and foremost a *medical* service. To that end, the SEMSC is seeking a provider with a demonstrated understanding of medical systems, prehospital care and clinical excellence, and the creation of avenues for personnel to advance in various medical fields.. Additionally, to the extent EMS is the coordination of otherwise disparate elements brought together to produce a *medical* service, the ideal provider will have demonstrated understanding of first responders, their roles and responsibilities, hospital systems, principles of medical

control and the concepts of surge capacity. Finally, the ideal provider will demonstrate they have appropriately identified their customer base and have a proven and verifiable record of professional and productive business relations.

The SEMSC has chosen this method of procurement because competition within the prehospital care market is ineffective. The history of the ambulance service industry repeatedly and conclusively demonstrates that retail competition fails to reward efficient production of quality patient care as a result of the following economic distortions:

1. Emergency victims have little time and less inclination to comparison shop for ambulance services at the time the services are needed.
2. Few potential consumers are prepared to be effective buyers at the moment of need by comparing services and costs in advance.
3. Economies of scale in the ambulance industry are such that competition between ambulance services at the retail level are not in the public interest, clinically or economically.
4. The public expects that a legitimate function of government is to develop processes, policies and procedures to ensure that a clinically competent, professional and cost effective ambulance service is available during time of need.

F. Schedule of Events

RFP Approved by SEMSC Board	August 28, 2008
RFP Issued	September 4, 2008
Written Comments Due	September 19 2008
Responses to Written Comments	October 3, 2008
Bidders Conference	October 8, 2008
Proposals Due	November 21, 2008
Bidders' Presentation	TBD ¹
Proposal Review	Dec. 1 – 17, 2008
Notification of Selected Winner	January 8, 2009
Protests Due	January 15, 2009
Contract Start Date	May 3, 2009

¹ * May be set by the Proposal Review Committee

G. Exclusive Operating Area

The EOA includes all of Solano County, with the exception of Vacaville and a portion of unincorporated area known as Zone C. It also includes portions of Sacramento County which incorporates the Delta Fire Protection District (DFPD) and the City of Isleton. See maps attached for reference. By exclusivity, it is meant that the Contractor has exclusive rights against all others for the prehospital treatment and transport of all cases of a given level (BLS, ALS, CCT) originating within Solano County. The degree of exclusivity will ultimately be determined by the SEMSC Board, but at a minimum, shall include all Priority 1 and 2 requests; all Priority 3-6 ALS requests; all standby services.

H. High Performance System

Ambulance service in Solano County operates as a *High Performance System* (HPS). The sentinel features of an HPS are:

Service Accountability:

- The EMS Agency sets, monitors and achieves clinically appropriate response times.
 - Urban² response times in Solano County are set at 9 minutes or less, 90% compliance.
- Essential Performance Results are routinely measured and reported.
 - Response time and other performance compliance is regularly reported at public meetings of the SEMSC Board of Directors.
- Customers are identified and feedback is regularly obtained.
- Pursuit of clinical excellence is defined.
- Medical Protocols are clinically appropriate and reflect current standards of practice utilizing the best available proven technologies.

Independent Oversight:

- The EMS Agency exercises independent oversight of contractor performance.
- Response time reliability is regularly reported.
- Data integrity is fundamental to system integrity.
 - Computer Aided Dispatch (CAD) data is sequestered and maintained independent of the contractor.
- Physicians play a leadership role in clinical and quality management.
 - The Physicians' Forum Committee serves this role.
- Periodic independent expert audits of the contractor's performance against other high-performance services are conducted.

Account For All Service Costs:

² Solano County relies on the definitions of Urban, Rural and Remote as established by the State EMS Authority.

- All components of operations are identified
- All costs for all identified components are included in the operational budget.
- Costs include direct, indirect and shared.
- Plans and associated costs for upgrades in technology, medicine, training vehicles, etc., are contemplated and accounted for in budget forecasts.
- Accounting practices meet generally accepted accounting principles.
- Contractor operations, budget and profit are periodically audited.

Economic Efficiency:

- Contractor demonstrates how operational resources are utilized effectively.
- Contractor identifies and eliminates duplicated resources.
- Contractor employs peak-load staffing, flexible deployment, and event-driven redeployment.

Ensure Long-Term High Performance Service:

- The EMS Agency is dedicated to ongoing quality improvement.
- Contractor utilizes an appropriate and competent management team.
- There is appropriate organizational depth, both personnel and delegated authority.
- The organization does not equate change to increased costs.
- Performance-based operations are fundamental to long-term success.
- Commitment to workforce.
- Fail safe and emergency takeover provisions are available to the Agency if necessary.

Bidders are expected to put forth proposals which clearly incorporate these elements.

I. Rights Reserved By The SEMSC

Participants in this procurement understand that the following are specifically reserved by the SEMSC:

- ❖ The SEMSC reserves the right to reject all bids. Participation in this process is neither a contract nor commitment to award.
- ❖ The SEMSC may modify the terms of this procurement or accept alternatives when the SEMSC determines that is in the best interests of the SEMSC.
- ❖ Costs to participate in the procurement are to be fully born by the proposers.
- ❖ All information submitted by proposers as part of this process should be considered public information. While the SEMSC will make every reasonable effort to honor requests for confidentiality, the SEMSC will not assert

privileges that may exist on behalf of a proposer. Proposers desiring information be kept confidential should clearly mark each page in a header or footer with the word **CONFIDENTIAL** and indicate the portion of information on that page that is confidential. In any event, if the SEMSC determines that a Public Records Act request applies, the SEMSC shall adhere to the requirements of law.

- ❖ This is not a “level of effort contract”. The SEMSC expects that the Contractor will employ whatever means necessary to achieve the clinical, response time and other performance results required by the RFP.

J. Scope of Services

The scope of this contract will be determined by the SEMSC Board of Directors at the time the contract award is made. At a minimum it will be the current exclusivity model which includes: all Priority 1 and 2 requests (911 and/or direct calls)³; all Priority 3-6 ALS requests⁴; all standby services.

The Board may, at its sole discretion, and at the time of award, include the following services:

- Critical Care Transport
- All BLS Interfacility Transports

Proposers should consider these options when developing their cost models (see Section V.N.1).

K. Compensation

The compensation for the services rendered under this contract will initially be from all billings and collections under the control of the Contractor. There shall be no County subsidy. Proposers should prepare a response to this RFP accordingly (see Section V.N.1).

Proposers should also be aware that the SEMSC Board may be interested at some point in transitioning compensation from a fee-for-service model to a guaranteed fixed dollar contract and expressly reserves this right.

³ 911 service shall be limited to the EOA which excludes the City of Vacaville and that portion of the County described in the EMS Plan as Zone C. Interfacility transfers are not similarly restricted.

⁴ This includes all interfacility transfers (prearranged transfers occurring from hospital to hospital, hospital to home, hospital to other location, other location to hospital, etc.).

II. SYSTEM REQUIREMENTS

A. General Requirements

1. Role of the Agency

It is the goal of the SEMSC to ensure that reliable, high-quality ambulance service is provided on an uninterrupted basis, fully consistent with the clinical expectations as set forth in policy and through quality improvement processes. Experience has shown that while the Contractor is the manager of services, a “hands-off” approach by the Agency does not necessarily result in the best service or customer satisfaction. As a result, the EMS Agency will have a prominent role in influencing the operations and management of ambulance services resulting from this procurement, including, but not limited to, ensuring customer satisfaction at all levels. Contractor shall make no changes in equipment, policies, procedures or personnel without first conferring with the Agency on the proposed change. However, this involvement by the Agency does not in any way relieve the Contractor from their responsibilities under this procurement. Any and all contracts entered into by the Contractor for services originating in Solano County or which may impact the Contractor’s UHA or ability to serve this contract must be approved by the Agency.

To meet its obligations to the people of Solano County the SEMSC:

- a. Periodically conducts procurements for ambulance service resulting in a high performance contract;
- b. Regularly monitors and publicly reports performance to achieve compliance;
- c. Utilizes contractual safeguards to prevent poor Contractor performance, service degradation or interruption for any reason, or service cutbacks by a “lame duck” Contractor;
- d. Retains unimpaired access to vehicles, facilities, communications, records and other factors of production essential to service delivery;
- e. Establishes and periodically revises the rates for ambulance service;
- f. Sets the standards and expectations for clinical excellence and medical oversight.

2. Role of the Contractor

The Contractor provides and manages the delivery of ambulance response and transportation services by meeting or exceeding the requirements of this RFP, including response time performance, clinical excellence, reporting and accountability and value added services throughout the term of the Agreement. The SEMSC, not the Contractor, is the ‘retail provider’ of ambulance service while the Contractor’s role is to manage field operations.

The Contractor is expected to fully focus its operations management skills and creativity upon the delivery of services to patients. The Contractor shall:

- a. Employ and manage all ambulance and dispatch personnel directly under the control of the Contractor;
- b. Provide or purchase all in-service training required of ambulance and dispatch personnel;
- c. Furnish all equipment and supplies necessary to meet the requirements of this procurement;
- d. Maintain superior working relationships with First Responders and law enforcement agencies;
- e. Maintain superior, professional business relationships with the EMS Agency;
- f. Ensure courteous, professional and safe conduct of all personnel at all times;
- g. Maintain neat, clean, professional appearance of all personnel, equipment and facilities;
- h. Maintain all equipment and facilities in operational condition;
- i. Provide sufficient Information Technologies (IT) personnel support and hardware to meet all reporting requirements.
- j. Promote and maintain the excellent reputation of the SEMSC through superior service, professional conduct and outstanding business relations;
- k. Participate actively, fully and cooperatively in the Continuous Quality Improvement system, including an active Medical Director of appropriate qualification; ability to identify and address training and skills deficiencies; provision of clinical leadership; assistance with Journal Club functions; and maintaining a current and extensive knowledge of developments in equipment, procedures and research in EMS;
- l. Maintain required certifications, licenses and permits for personnel and vehicles and regularly review for integrity;
- m. Keep the Agency Director and informed in a timely manner of any and all activities, issues, policy and procedure modifications, or other matters which could possibly impact the system or which might be of interest to the SEMSC.

B. Response Time Standards and Compliance

1. Demand Management

Response times are combination of dispatch operations and field operations. The SEMSC will not limit the Contractor's flexibility in the methods of meeting the response time requirements. Performance that meets or exceeds the response time requirements of the RFP is the result of the coordinated effort of the Contractor's total operation and therefore, is solely the

Contractor's responsibility. To that end, while the Contractor is required to submit it's posting and demand management plan to the Agency, the Agency does not approve this plan.

The Contractor is aware that superior performance early in a month is not a reason or justification to allow inferior performance late in the month. It is expected the Contractor shall use its best efforts and judgment to minimize variations and fluctuations in response time performance according to time of day, day of week and week of month. Additionally, it is expected that the Contractor will exercise the appropriate level of effort throughout the EOA and will not sacrifice performance in one area to achieve compliance in another (equality among neighborhoods).

The Contractor is expected to employ best practices and have a fundamental understanding of demand management practices, generally referred to System Status Management. In the implementation of these systems the Contractor is encouraged to seek input from field forces to achieve practices which result in field units posting at a single location for reasonable periods of time (this excludes locations which include living quarters).

2. Response Priorities and Response Time Standards

a. 911 and direct service requests are categorized as follows:

Priority 1: Code 3 response. An EMS call for a presumed life threatening /non-life threatening emergency. At this time, all 911 requests are handled as Code 3. Subject to 911 response standard, unless downgraded enroute.

Priority 2: Code 2 response. An EMS call for a presumed non-life threatening emergency. Not subject to 911 response standard; rarely used.

b. Interfacility requests (ALS or BLS) are categorized as follows:

Priority 3: Code 2 response. ALS only. Urgent request for non-scheduled transfer from an acute care facility of a patient needing immediate transfer to a specialty care facility or for a special procedure (Example: Obstetric emergency being transferred to a prenatal center). **Response time is 30 minutes from receipt of call.** Subject to standard.

Priority 4: Code 2 response. Non-emergency unscheduled, or scheduled less than 60 minutes. Subject to standard. **Response time is 60 minutes from receipt of call.**

Priority 5: Code 2 response. Non-emergency transfer scheduled more than 60 minutes but less than 4 hours in advance. Subject to standard. **Response time is 20 minutes from scheduled pick up time.**

Priority 6: Code 2 response. Non-emergency transfer scheduled more than 4 hours in advance. Subject to standard. **Response time is 10 minutes from scheduled pick up time.**

Priority 7: Critical Care Transport, Stat-Urgent. An emergency transfer requiring skills of a critical care nurse. Response standard: 30 minutes from time of request.

Priority 8: Critical Care Transport, Immediate. A non-emergency transfer requiring critical care nursing skills. Response standard: 60 minutes.

Response times standards for Priority 1 requests, whether 911 or a direct phone call to the Contractor, are determined by standards which are generally based on population density (Urban, Rural, Remote and Wilderness). With some exceptions, all incorporated areas are considered Urban. At present, Priority 1 responses shall be Code-3 (immediate response with emergency lights and sirens). The following standards apply:

Urban Response Area: 9 minutes or less, 90% of the time (≤ 9.000 minutes)

Rural Response Area: 15 minutes or less, 90% of the time (≤ 15.000 minutes)

Remote Response: 60 minutes or less, 90% of the time (≤ 60.000 minutes)

Proposed bidders should be thoroughly familiar with the varying response zones in the EOA.

3. Calculation of Response Times

In calculating response times, the following definitions shall apply:

Dispatch Contact: Dispatcher picks up the phone.

Call Created: Defined as the moment the address, call back telephone number, and initial reported patient complaint are identified by the Contractor's dispatch center.

Unit Alerted: Call is given to the crew

Unit Enroute: Represents when the unit is enroute

Unit At Scene: Defined as the moment when the unit is physically at the scene and the responding crew exits the ambulance (wheels of the unit stop). In situations where the unit has responded to a location other than the scene (e.g., staging areas for hazardous materials, violent crime incidents or non-secured scenes), arrival at the scene shall be the time the unit arrives at the designated staging location.

Unit Leave Scene: Represents when the unit is en route to the hospital

Unit At Destination: Represents when the unit arrives at the hospital

Unit Available: Represents when the unit is available for another call

Emergency response for the purpose of compliance shall be measured as the interval of Call Created to Unit At Scene.

It is considered a Best Practice for crews to always communicate status and/or change of status to dispatch.

If a unit fails to report “at scene”, the time of the next communication from the unit with the dispatch center shall be taken as the on-scene time. The Contractor can appeal, if necessary, when they can supply other documentation to support the actual response time, including Automatic Vehicle Locator (AVL) corroboration. However, even if the Contractor should be able to support the actual response time, the event shall be considered incomplete data and a fine in accordance with the fine schedule shall be assessed.

All response times shall be measured in minutes and seconds, not whole minutes only.

4. Out Of Chute Time

The time interval from Call Created to Unit Enroute is known as the Out of Chute time. It is expected that all requests for ambulance response (Code 2 and Code 3) will be handled immediately and without undue delay. Evaluation of the interval speaks to Contractor readiness and efficiency of operations. It also provides a sense of operations from a risk management perspective in that it can be inferred that shorter out of chute times put less pressure on the driving aspect of response, i.e., the crew is not “rushing” to make the response time.

Out of Chute times shall be 120 seconds, or less, at 90% compliant.

5. Codes of Response

The codes of response for Solano’s EMS System are defined in the EMS Agency Policy and Procedure Manual. In general, they are as follows:

- a. Code 3 – an immediate lights and sirens response which is the highest code response. Units Enroute to a lower code response should be diverted to this level of response if they are the closest unit to the incident.
- b. Code 2 – an immediate non-lights and non-sirens response which is the second highest code response. Units Enroute to a lower code response should be diverted to this level of response if they are the closest unit to the incident.

- c. Code 1 – a scheduled non-lights and non-sirens response that is requested more than one (1) hour prior to patient pick-up.

6. Response Grids

The grids that determine the maximum time interval for Code 3 emergency response of ambulances in the Solano EMS System are defined in the EMS Agency Policy and Procedure Manual (Policy 5520, Attachment 1). In general, each grid is a Thomas Brother’s Map Grid that is coded as either an urban, rural or remote area in the County.

a. Metropolitan/Urban Response Time Performance

The Metropolitan/Urban areas shall receive response time performance from the Contractor on a monthly basis according to the following criteria:

Priority /Code	Time Frame	Response Time (minutes/seconds)	Minimum % of Compliance
1 / 3	Monthly	9 min.00 sec. 15 Min. MAX	90%

b. Suburban/Rural Response Time Performance

The Suburban/Rural areas shall receive response time performance from the Contractor on a monthly basis according to the following criteria:

Priority/ Code	Time Frame	Response Time (minutes/seconds)	Minimum % of Compliance
1 / 3	Monthly	15 min.00 sec. 22 Min. MAX	90%

c. Remote Response Time Criteria

The Remote response time as defined by policy shall receive response time performance from the Contractor on a monthly basis according to the following criteria.

Priority/ Code	Time Frame	Response Time (minutes/seconds)	Minimum % of Compliance
1 / 3	Monthly	As soon as possible 60 Min. MAX	90%

7. Interfacility Transport Requests

- a. The Contractor shall also be held to performance standards for ALS, BLS and CCT interfacility transfer requests.

- b. Requests for calls of Priority 4 which are unscheduled or scheduled less than 60 minutes in advance shall have a response time of 60 minutes or less, 90% of the time.

- c. Requests for calls of Priority 5 which are scheduled more than 60 minutes but less than 4 hours in advance shall have a unit on scene

within 20 minutes of the scheduled time, 90% of the time. Special penalties shall apply in the event the contractor is late to these requests for service and such delay results in the patient being held over an additional admission day.

- d. Requests for calls of Priority 6 which are scheduled more than 4 hours in advance shall have a unit on scene within 10 minutes of the scheduled time, 90% of the time. Special financial penalties shall apply in the event the contractor is late to these requests for service and such delay results in the patient being held over an additional admission day.
 - e. Priority 7 requests are Stat-Urgent CCT and shall have a response time of 45 minutes or less, from the time of request, 90% of the time.
 - f. Priority 8 requests are Immediate Need CCT and shall have a response time requirement of 60 minutes or less from the time of the request, 90% of the time.
8. Emergency Requests Classified as a Code 2 Response
- a. Non-emergency calls and scheduled requests are the responsibility of the Contractor. When such requests are received by Contractor, they shall be responded to in a prompt and professional manner consistent with the above stated standards (Out of the chute time interval <120 seconds). The Contractor shall furnish sufficient production capability, sufficient on-call personnel capability and manage its resources so as to normally provide prompt scheduled ambulance services while at the same time ensure optimal response time performance for emergency requests for ambulance service.
 - b. The Contractor shall inform the individual or agency requesting a scheduled response of any delay that will prevent response time within required time frames and provide an estimated time of arrival. These calls shall still be considered as late calls and the appropriate fines will apply.
 - c. Scheduled service may be temporarily suspended by the EMS Agency Director or the SEMSC Medical Director, or his/her designee, in time of significant, unexpected and unavoidable system overload (e.g., multi-casualty incidents) upon notification by the Contractor. Scheduled service shall be restored once sufficient reserve emergency production capability is available, or the incident is resolved. The Contractor shall notify individuals or agencies requesting scheduled ambulance of the delay or temporary suspension and subsequent resumption of services. Late response penalties shall not apply during these periods of declared waiver.

9. Computer Aided Dispatch (CAD), Data, Data Integrity

The Contractor is required to utilize CAD technology in their dispatch operations of all requests for service. This system must have the following minimal capabilities:

- Automatic time stamp when the phone is “picked up” (Dispatch Contact time).
- Voice recording of all communications (landline telephone, radio, cell phone).
- Time stamp, synchronized with internal CAD clock to voice recordings.
- The internal CAD clock shall be synchronized to the international atomic every 24 hours.
- Security provisions preventing unauthorized access or retrospective adjustment and full audit trail documentation.
- External data streaming.
- Ability to easily track reassigned units.
- Automatic time stamp driven by Automatic Vehicle Location (AVL) associated with At Scene (wheels stop) and At Destination.

The Contractor’s CAD shall, at a minimum, capture the following data elements:

- Scene Location (aka address)
- Time Called
- Time Call Created (Hang up Time)
- All unit event times:
 - Dispatch
 - Enroute
 - Arrive/cancel
 - Enroute destination
 - Arrive destination
 - Available
- Reassigned calls
- Response Zone (Urban, Rural, Remote)
- Unit #
- Call reason
- Response priority (1-7)
- Agency or individual requesting response (Vallejo PD, Family, MD, Hospital etc.)
- Run number (number used by Contractor and EMS to ID all calls)
- City (Urban responses)
- Hospital/receiving facility name
- Non-transport reason with patient contact: AMA, DOA, etc.
- Non-transport reason without patient contact (Dry Run): UTL, cancel by fire, law, PSAP, etc.)

- ALS vs. BLS transfer
- Scheduled transfer pick-up time requested (Priority 3-6 transfers)
- Air transport (yes/no)
- Ground transport to LZ yes/no
- LZ location
- Reassigned call reason
- Reassigned call new run number or clear linkage to original run number.
- Declared MCI/Disaster
- Second, third, fourth unit responding to same scene
- Thomas Bros.® Map page & grid (this requirement may be met via a latitude-longitude equivalent (Lat-Long) so long as Urban-Rural-Remote designations are associated, and subject to Agency approval).

The Agency reserves the right to change and/or add the data elements required. The expense for compliance will be the responsibility of the Contractor.

10. Upgrades, Downgrades Cancelled Calls, Reassignments and Exemptions
 - a. Upgrade

In the event a unit is upgraded from Code 2 to Code 3, the response time calculation shall apply from the time of the upgrade until the unit arrives at scene.
 - b. Downgrade

If the downgrade occurs before the response time standard is reached, the response time standard generally will not apply. However, reason for downgrade and CAD supported documentation as to unit location at time of downgrade must be provided.
 - c. Cancelled calls

If a unit is cancelled enroute the call will not be included in the monthly response compliance report unless the response time standard was already exceeded at the time of cancellation. Cancelled calls need to be documented as to who cancelled and the reason for the cancellation.
 - d. Reassignment

If a call is reassigned to another unit, the response time shall be calculated from the dispatch of the first unit to the arrival of the reassigned unit. Rules governing downgrades, upgrades and cancelled calls shall apply to all reassigned calls.
 - e. Response Time Exemptions

It is understood that from time to time there will be circumstances beyond the Contractor's control or outside of information regularly

available to the Contractor. Calls occurring under such circumstances may qualify for an exemption after review. Circumstances may include:

- Unusually severe weather, documented at the time of event.
- Officially declared disasters
- Multiple unit responses (first two units are subject to standard; 3rd and subsequent units are exempt)
- Unexpected access issues (new gates, traffic blocking response, etc.)

Regularly occurring heavy traffic is not a valid reason for exemption.

11. Automatic Exceptions

- a. Response Canceled prior to the unit's arrival at scene.
- b. Severe weather which slows travel and/or impairs scene location (e.g., fog, ice, or snow) in such a way that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from a delayed response – only eligible for exemption when the time from unit alert to the time the unit goes Enroute are within performance indicators (120 seconds).
- c. Multiple Unit Responses
- d. The first arriving unit will be held to response time standards. Subsequent units that arrive will be eligible for appeal.
- e. Data recording errors when accurate information can be verified;
- f. Inaccurate address from the reporting party.
- g. If inaccurate response information is the result of an error by Contractor's personnel, appeal will not be allowed.
- h. Declared disaster.
- i. The Contractor may apply for an exception to response time standards during times of declared "emergencies" as defined in the California Government Code.

12. Penalties

The purpose of penalties in general is to produce the desired behavior, which also includes minimizing undesirable behavior. While the penalty structure listed below is fairly specific, in no way should it be considered complete. More importantly, experience has shown that while not all circumstances can be anticipated, the purpose of penalties (to modify behavior) always exists. Therefore, the SEMSC reserves the right to impose financial penalties for circumstances not listed here, the severity of which will be dictated by the circumstances to which the penalty is being applied. By participating in this procurement process, the Bidder agrees to the assessment of penalties and also agrees that the "penalties" recited in the contract shall be considered as "liquidated damages" and not as "penalties". Further, the sums recited in the contract represent a reasonable endeavor by the SEMSC and the Contractor to

estimate a fair compensation for the foreseeable damage to the SEMSC and its residents from Contractor's failures to meet the standards set forth.

Each and every emergency call which does not adhere to community performance standards shall first be classified as an alleged ambulance service performance failure. Each alleged performance failure shall be investigated by the Contractor and evaluated by EMS Staff. EMS Staff shall determine whether there are appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. EMS Staff shall issue a penalty to all performance failures that are determined to be the fault of the Contractor and not the result of an extenuating circumstance. The following specific penalties and procedures regarding such penalties shall be incorporated into the contract:

a. Primary Responses:

Emergency Response Priority 1

Any individual response to a Priority 1 – 4 requests (Policy 5520) that exceeds the minimum response times as previously set forth shall be fined at a rate of fifteen dollars (\$15.00) per minute to a maximum of five hundred dollars (\$500), except a one thousand dollar (\$1,000) per event shall apply when the MAX allowed response times is exceeded.

Priority 5, Unscheduled or scheduled less than 4 hours in advance

Any individual response to a Priority 5 call, either unscheduled or scheduled less than 4 hours in advance, that exceeds the response times as previously set forth shall be fined at a rate of five dollars (\$5.00) per minute to a maximum of two hundred fifty dollars (\$250).

Priority 5, Scheduled greater than 4 hours in advance

Any individual response to a priority 5 call scheduled more than 4 hours in advance that exceeds the response times as previously set forth shall be fined at a rate of five dollars (\$5.00) per minute to a maximum of two hundred fifty dollars (\$250). However, any such delay that results in the patient being kept over another admission day as a direct result of this delay shall result in an additional fine of seven hundred fifty dollars (\$750). These fines shall not be reduced by performance in excess of 90% as described in subsection 11, below).

b. Out of Chute Response

Any individual Code 2 or Code 3 response that has an "out of the chute response time" interval greater than 120 seconds shall be subject to a penalty of ten dollars (\$10.00) per minute for each minute, or fraction thereof, past this requirement.

c. BLS Unit Response

In the event the contractor responds with a BLS (EMT-1) level unit instead of an ALS (Paramedic) level unit to a 911 emergency call, the contractor shall be subject to a five hundred (\$500) dollar fine per incident.

d. Failed Response

In the event the Contractor fails to respond to, or is unable to respond, and refers that call to another agency which results in an ambulance transport, the Contractor shall be subject to a five hundred dollar (\$500.00) fine per incident. Exceptions may be granted for instances of “instant aid” or “mutual aid” consistent with EMS Policy and procedure or where such service is governed under a formal agreement between the Contractor and other agency. (Note: Such agreements shall be subject to review and approval by the SEMSC Medical Director, or his/her designee, and may not relieve the Contractor from required response time performance for that portion of the service area, or during periods of declared disaster).

e. Failure to Properly staff unit

In the event the Contractor knowingly and willfully fails to staff any ambulance, which provides services pursuant to the contract, with properly and appropriately certified, accredited and licensed personnel, the Contractor shall be subject to a five hundred dollar (\$500.00) fine per incident.

f. Failure to properly equip/supply unit

All ambulances used by the contractor to provide services under the contract are subject to inspection at any time by the Agency. Any ambulance failing to meet the minimum required equipment and supply requisites as specified by federal, state or local law or regulation, including applicable EMS Agency policies will be immediately removed from service until the deficiency is corrected. Such infraction shall subject the Contractor to immediate removal of the unit and a penalty of five hundred dollars (\$500.00) per occurrence.

g. Failure to furnish required documentation

In the event Contractor fails to furnish information, reports, or documentation as required by the contract, the SEMSC shall notify the Contractor of such failure. The Contractor shall have a period of time, which shall be reasonable under the circumstances, to furnish the required information, report or document. If the Contractor does not furnish the information, report or document within that time period, the SEMSC may, at its option, impose a penalty of five dollars (\$5.00) for each item of such information, report or document. Such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor’s reasonable control.

- h. Mechanical failure, preventable
If an ambulance experiences a preventable mechanical failure (breakdown) while responding to a 911 call (code 3 or code 2) and/or while transporting a patient to a hospital, the penalty will be \$500 for each occurrence.
- i. Failure of crew to report
If the ambulance crew fails to report their on-scene arrival to the dispatch center for all emergency calls the fine shall be \$250. Such penalties shall not be applied in cases where cause of such reporting deficiency was beyond Contractor's control (e.g., insubordination). Simple loss of records and problems with contractor's own computer and/or communication system shall not be considered beyond contractor's reasonable control. There shall be a \$500 penalty for each incident when upon retrospective review it is determined that the crew, dispatchers or management personnel of the contractor willfully reported a false on-scene arrival time. If it is determined that the failure to provide arrival on-scene is the result of a malicious or vindictive act of an employee, a penalty shall not be applied in those cases was beyond the reasonable control of the Contractor. In such cases the Contractor shall take the appropriate discipline and report same to the Agency.

13. Monthly Performance

Contractor agrees and recognizes that community ambulance performance standards are reasonable and that any and all requests for ambulance service should adhere to such standards. Any response that is outside the standards and cannot be justified by acceptable mitigating circumstances is subject to fines and penalties. SEMSC recognizes that the nature of the ambulance business cannot require 100% compliance with response time standards as listed above. SEMSC agrees that if the Contractor's monthly cumulative frequency rate of compliance with community performance standards is consistently above 90% for each Response Priority, the contractor is acknowledged as complying with community expectation even though there may be individual cases that do not meet the standard.

14. Fines for Aggregated Failure

For each calendar month in which the Contractor has failed to meet the 90% response time standards in any community or zone, or for interfacility transfers by Priority, the SEMSC shall assess Contractor an additional percentage lump sum penalty based upon the total penalties assessed for that community or zone in accordance with the following schedule:

- 88.0 – 89.9% = 20% of the total penalty dollars assessed
- 86.0 – 87.9% = 40% of the total penalty dollars assessed
- 84.0 – 85.9% = 60% of the total penalty dollars assessed

82.0 – 83.9% = 80% of the total penalty dollars assessed
≤ 82% = 100% of the total penalty dollars assessed

15. Incentive to Exceed

For each calendar month and each community and zone in which the Contractor has exceeded the 90% of the response time standards, and as long as the Contractor is at least 90% in all communities and Zones (except remote), the SEMSC shall reduce fines and penalties assessed against the Contractor (for late responses only) for each percentage point above 93% in each community and zone. These reductions shall be:

99.0 – 100% = 100% reduction of the total penalty dollars assessed
97.0 – 98.9% = 75% of the total penalty dollars assessed
95.0 – 96.9% = 50% of the total penalty dollars assessed
93.0 – 94.9% = 25% of the total penalty dollars assessed

These amounts will be applied as credit against future response time financial penalties (on a monthly basis) arising during the initial term of the contract and only under the implicit assumption that the Contractor did not deviate from contractual requirements. In other words, these offsets would not apply in a case where the Contractor, anticipating offsets, reduced staffing and/or increased UHU, or made other changes which could be shown to be contributive to the subsequent failure to meet standard.

16. Other Repercussions

Recognizing that a 90% ambulance response time compliance is an acceptable standard for 911 calls and 82% or less is an unacceptable standard, an 85 – 90% compliance rate for response times is considered only marginally acceptable⁵ to the SEMSC under this agreement. If the Contractor maintains an 85% or less response time performance level for more than 3 consecutive months or 4 months/calendar year for community within Solano County, as calculated in a monthly basis, the SEMSC may determine the Contractor is not adhering to community standards and is in jeopardy of a Major Breach of this performance contract.

C. Clinical Performance

1. Training and Continuing Education

The Contractor will join other system participants in continually striving for excellence in patient care; EMS is first and foremost a medical service. The SEMSC establishes a clinical foundation through policies, procedures and protocols. Contractor, at a minimum, is expected to adhere to the following clinical norms:

- a. Advanced Life Support (ALS)

⁵ While an 82% is technically allowable, the Contractor must understand that the SEMSC actually regards this as unacceptable performance, hence the rationale for the use of 85% as the lower delimiter.

The Solano County EMS System is an all-ALS system (with the exception of certain interfacility transfers). Contractor shall employ, at a minimum, one State Licensed EMT-Paramedic, accredited in Solano County, and one certified EMT-I.

- b. Requirement For A Medical Director
All ALS providers in Solano County are required to have a Medical Director who shall be a physician with emergency department experience within the last 5 years. The Medical Director shall actively and cooperatively participate in the Solano County Physician's Forum Committee.
 - c. Quality Improvement Coordinator (QIC)
The Contractor shall employ a QIC whose responsibility shall be to track the clinical performance of Contractor personnel, conduct audits and investigations, and generate QI reports required by the Agency. It is preferable that the QIC be a Registered Nurse with significant prehospital care experience, however the Agency may allow an EMT-P who has an exceptional history of clinical and educational experience in the prehospital care setting.
 - d. Disaster Training
All field personnel will have training and certification in Incident Command System; National Incident Management System; Standardized Emergency Management System; and Chemical Biological, Radiological, Nuclear and Explosive (CBRNE) events. Certification in First Responder Operations and Awareness (FRO-FRA) shall be required.
 - e. Continuing Education (CE) and Remediation
The Contractor's CE program will integrate with the electronic patient care record (ePCR) and clinical data systems so that CE can be appropriately tailored to individual field personnel. For example, CE should be directly related to the types of cases field personnel encounter, results of medical audits and other objective data.
2. Electronic PCR
The provider shall utilize an electronic patient care record ePCR system that is CAD integrated. Bidders shall indicate the system they propose, however the SEMSC reserves the right to require modifications to or outright reject this system should the SEMSC determine the system is inadequate. In that case, the SEMSC will go out to bid for and select a system, the cost of which will be born by the successful bidder. The successful bidder will be part of the selection process.

The ePCR system shall not be limited to transport or patient encounters. All requests for service shall have a corresponding e-Record which includes, but is not limited to, the following situations:

- Call reassigned to closer unit.
- Cancelled enroute.
- Cancelled at scene (no patient contact)
- Non-transport (patient refused, released at scene, transport by other)
- Transport (hospital, landing zone, etc.)
- Customizable fields.
- Ability to designate selected fields mandatory
- Immediate wireless transmission or server download of ePCR once ePCR is completed.
- Once ePCR is completed and submitted, it cannot be altered. Additional information can only be added as an addendum.
- Agency shall 24/7 access to the ePCR database which shall be automatically updated from the Contractor's primary server at least every 30 minutes around-the-clock.
- ePCR database shall be able to store pdf and other file types link them to the specific patient's ePCR.
- ePCR database shall permit remote access to PCR data over the Internet. The EMS Agency and its designated staff shall have unlimited read-only access to all ePCR information.
- ePCR system shall have the ability to print a paper copy of the PCR at the hospital utilizing fax, wireless router, or USB cable connections.

All patient care data and/or data obtained from the scene shall be entered directly by field personnel. Use of the indirect personnel (clerical, dispatch, etc.) is not allowed.

Data from the ePCR system will be used to support and orchestrate continuing education for field personnel.

The ePCR system must routinely generate an electronic copy of all field reports which can be easily retrieved by provider and Agency QI personnel and the Medical Directors.

D. Equipment and Supplies

1. Vehicles

Contractor shall provide enough units to meet 133 percent of the vehicles required to meet peak demand. Once demand utilization data becomes available, the Agency shall use it to verify this requirement. All units shall

at a minimum, meet federal KKK-A-1822 and California State (Title 13) standards. No ambulance may be placed into service which has 100,000 miles or more. No ambulance to be used for the transport of patients shall be allowed once any mechanical component has been in service for 200,000 miles.

All vehicles shall be equipped with Mobile Display Terminals (MDTs) and Automatic Vehicle Locating (AVL) systems. The AVL must be integrated with the CAD system to provide the following data time stamps:

- Vehicle At Scene
- Vehicle Leave for Destination
- Vehicle At Destination

Contractor shall have a fleet maintenance program appropriate to the type of service the Contractor is providing. The Contractor's current fleet maintenance program and proposed program shall be submitted with the Contractor's response to this RFP, along with failures per 100,000 miles per vehicle. Vehicles shall be kept in excellent working condition at all times and personnel shall be appropriately incentivized to report malfunctioning equipment. Preventable equipment failures (as determined by the Agency) enroute will be finable and failure to report equipment failures (preventable or not) will be subject to double fines.

All units shall be appropriately marked and at a minimum shall have lettering which says "Member, Solano EMS Cooperative." The graphics of this labeling shall be submitted to and approved by the Solano County EMS Agency.

All units shall be equipped in accordance with Solano County policy, and shall be identically configured.

2. Communications Equipment

In addition to the MDT and AVL equipment already specified, each unit shall have the ability to communicate with Contractor's dispatch operations, field supervisor units and area hospitals. Units or crews shall be equipped with the ability to send Patient Care Reports via a wireless network to hospitals and or the Agency. Units or crews shall be equipped with Med Net Radios as a back up communication to area hospitals (frequency 155.400). Units or crews shall be equipped to Communicate with are fire resources and Solano Sheriff's Dispatch on White Fire (frequency 154.280). All radio and/or telephone communication between field crews and Contractor's dispatch shall be recorded with a time stamp synchronized to CAD. Records shall be kept a minimum of 120 days.

3. Supplies

All units shall be identically equipped and configured and in accordance with Solano County EMS Agency policies. Contractor shall exchange all expendable supplies (including all ALS supplies) with first responder agencies. Contractor shall have an agreement with first responder agencies regarding supply standardization and replacement.

Contractor shall not make ANY changes to equipment, supplies or personnel without first discussing it with Agency staff. Violation is to be considered a potential major breach which will lead to a financial penalty.

E. Personnel

Solano EMS appreciates that compensation, benefits and working conditions are only part of the solution for employee recruitment and retention. Responsible leadership is a necessity in a High Performance EMS System. Clinical excellence and customer satisfaction are essential benchmarks of success for the SEMSC and how the Proposer's organizational culture and its leadership team compliment these hallmarks will be carefully considered within the context of the response to the RFP. The SEMSC requires that Proposers will submit an experienced and knowledgeable leadership team in response to the RFP and also expects that the leadership concept will extend throughout the proposer's organization to all other members of management, field supervisors and preceptors.

Solano EMS understands different individuals have different needs, goals, and expectations with respect to their services to the Solano EMS Cooperative. As a result, the SEMSC is encouraging, through this RFP, that the Proposer consider creative solutions to the total compensation package and provide employees with alternatives that will allow each employee to select the compensation package that best meets those needs, goals, and expectations. For example, proposer is expected to create and/or support programs designed to encourage personnel to seek advancement in the field of health care (nursing, respiratory therapy, medical doctor, etc.) and/or high performance ambulance service (dispatch, quality assurance, supervision, etc.). The SEMSC's goal is to ensure that the Contractor provides superb leadership and an innovative approach that will facilitate the recruitment and encourage the retention of high-quality employees to Solano EMS system.

1. Staffing

Units shall be staffed with a minimum of one paramedic and one EMT. All personnel shall have background checks, including subsequent arrest reporting. All field personnel shall be accredited and/or registered, as appropriate, with Solano County EMS.

- a. Critical Care Transport
Shall have a minimum of one Registered Nurse with at least 2 years experience in the Emergency Department (ED) or Intensive Care Unit (ICU), with current Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) certification, and one EMT-I.

The use of CCT-Paramedics may be allowed, however it cannot comprise the entirety of a Proposer's CCT program; CCT-RN must still be a component. CCT-Paramedics are subject to the approval and conditions of Accreditation and Continuous Experience as set by the Medical Director.

2. Ambulance Work Schedules and conditions:
Provider's work schedules and assignments will provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well rested during work periods.
3. Compensation/Fringe Benefits
Provider should provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified ambulance personnel. Provider is encouraged to establish programs that result in successful recruitment and retention of personnel.
4. Treatment of Incumbent Workers
The Provider will be expected to recruit, and preferentially hire, incumbent field workforce. For all personnel who are ultimately hired, the Provider will also be expected to preserve the "seniority" status earned while working for previous County contractors.
5. Management and Supervision
Provider shall have management and supervisory personnel to manage all aspects of emergency ambulance service including administration, operations, EMS training, clinical quality improvement, recordkeeping and supervision. Field supervision shall be provided continuously 24 hours a day at least the paramedic level.
6. Communicable Diseases, Safety and Prevention
The Provider will have a County-approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All Prehospital personnel shall be trained in prevention, personal protective equipment and universal precautions.

7. **Employee Safety**
Provider will train personnel and provide equipment necessary to ensure protection from illness or injury.
8. **Critical Incident Stress Management (CISM) and Employee Assistance Program**
The provider will maintain a CISM program that is integrated with CISM programs for law enforcement, fire service and dispatch personnel in Solano County.
9. **Employee Assistance Program (EAP)**
Provider will have an employee assistance program (EAP) for its employees.
10. **Key Personnel and Subsequent Personnel Changes**
The importance of leadership cannot be overstated. Key management personnel positions include the Chief Executive Officer (or equivalent), Unit Hour Utilization Manager, Unit Hour Production Manager, Human Resources Manager, and Clinical Manager, or their equivalents. Some positions may be held by more than one individual with concurrence of the Agency. Agency must be advised within 5 business days of any planned or sudden changes in agreed key positions and/or personnel. Violation is to be considered an event that will be levied with a financial penalty.

SEMSC will, in part, base the award of this RFP upon the qualifications of the organization, and upon the qualifications of key personnel presented in the Proposers' proposals. The Contractor will be expected to furnish the personnel identified in the proposal throughout the term of the Agreement. Should a change occur for unforeseen reasons, Contractor would be required to furnish replacement personnel with equal or superior qualifications. It is the specific intent of the provision to prevent "bait and switch" bidding practices, whether intentional or not.

11. **Work Schedules and Conditions**
Although this is a performance-based RFP and the Contractor is encouraged to be creative in delivering services, reasonable work schedules, shift assignments and adequate working conditions are expected to be utilized. Specifically, patient care must not be compromised by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime or mandatory overtime without adequate rest. In addition, System Status Plans shall not allow any crew to be stationed at a given post for a period exceeding two hours without rotation.

If Contractor employs extended shifts, back-to-back shift scheduling, and/or extensive overtime, and if the Agency Director or the Medical Director determines that the Contractor's scheduling and dispatching methods are

generating fatigue sufficient to jeopardize patient care and personnel safety, then rest requirements may be imposed for crews. In such a situation, no additional adjustment would be allowed because the Contractor should have known that exhausted personnel cannot perform reliably, and that under the “rule of reason” it is the Contractor’s responsibility to employ scheduling and System Status Management techniques that avoid inducing fatigue sufficient to endanger crews or patients.

12. **Prohibition Against Penalizing Employees**
The Contractor is specifically forbidden to penalize, discourage, restrict or punish, in any way or manner, employees from signing contingent employment agreements or discussing the potential employee’s employment opportunities during subsequent procurement processes. The Contractor will encourage participation in the medical audit process. No restrictions will be placed on employees who wish to communicate directly with the Agency Director or Medical Director, in writing or in person, regarding issues of clinical care, medical quality control or any aspect of operations which may negatively clinical care or medical quality control. Violation will be considered a finable event. Under no circumstances will the Contractor discourage, interfere, prohibit or otherwise limit employees from completing Field Advisory Forms (FAR) in accordance with County policy.
13. **Character and Competence of Employees**
The SEMSC may demand of the Contractor the removal from any position any person employed by the Contractor who misconducts himself/herself, or is incompetent or negligent, in the performance of his/her duties. All appeal process provided by the Agreement shall be exhausted prior to the removal of any employee from service. This shall not restrict in anyway the authority of the Medical Director to take actions based on Health and Safety Code §1798.200(c).
14. **Supervisors**
Contractor shall provide sufficient Field Supervisor capacity to appropriately manage the system. Supervisors shall have a minimum of two (2) years full time experience as a paramedic, at least one (1) of which must be with Contractor, unless otherwise approved by the Agency. The Agency reserves the right to evaluate Supervisor capacity and to develop quantifiable parameters for determining adequate capacity.
15. **Preceptors**
Contractor shall have Agency Accredited Preceptors who shall have a minimum of three (3) years full time experience as a paramedic, have no outstanding QI issues and be approved by both the Contractor and Agency Medical Director.

16. Risk Management and Safety

Risk management is a high priority of the SEMSC and the Contractor is required to manage accident and sentinel events aggressively. The Contractor shall utilize a risk management/safety program throughout the term of the Agreement. This program, at a minimum, shall include physical agility testing, regularly scheduled safety reviews, operator/driver training programs, lifting and equipment safety training, training in hazardous materials, training for dealing with contaminated medical products, and general safety training for the Prehospital environment. Further, this program shall investigate and report findings of all sentinel events including, but not limited to, vehicle accidents, equipment failures, and personnel actions directly or indirectly involving patient care.

17. Other Provisions

It is expected that the Contractor will demonstrate a commitment to promote healthy lifestyles among the work force including a vaccination program to ensure compliance with all federal standards applicable to Prehospital care. Examples of other program components that meet the intent of this provision are smoking cessation programs, weight reduction and exercise programs, health screening programs, employee incentives for reducing work related injuries, and child care solutions. All facilities and ambulances are mandated to be smoke free.

The SEMSC requires the assurance that all workers are drug-free. Before executing the Agreement, the Contractor will certify that it will comply with or exceed the requirements as outlined in the Attachment labeled “Drug-Free Work Place”.

The Contractor shall meet the reasonable expectations of patients, families, public safety personnel, healthcare professionals, government officials, and media representatives in addition to complying with the operational and clinical performance requirements of the agreement. The SEMSC further expects and requires professional and courteous conduct and appearance at all times from the Contractor’s field personnel, support staff, communications personnel, middle managers and top executives. The Contractor shall address and correct any occasional deviations from these expectations.

All persons employed by the Contractor in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions, and shall be required to pass a criminal record check and a drug screen test. The Contractor shall provide documentation to the SEMSC of compliance with this provision. This provision shall be subordinate to applicable State law and regulation. Failure of the Contractor to achieve this standard may constitute a finding of major breach of the Agreement.

It is anticipated that during the term of the Agreement certain regulatory requirements may change. It is the SEMSC's expectation that the Contractor will adopt procedures that meet or exceed all requirements for dealing with these matters.

F. Disaster/Surge Capacity Planning and Response

Provider will have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment and EMS surge supplies needed for at least 72 hours.

Provider will have a multi-casualty response plan which includes, but is not limited to, triggers, personnel, supplies, patient tracking procedures and communications.

Provider will conduct training for all its employees which is designed to upgrade, evaluate and maintain readiness for disaster and multi-casualty response.

Provider will participate with Solano County in disaster and surge capacity planning. This includes: identifying local staff having responsibility for multi-casualty and disaster planning and providing field personnel and transport resources for participation in any EMS Agency approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

Provider will participate fully in the State of California Ambulance Strike Team (AST) response, including developing an internal training and certification program in AST.

Provider personnel will be trained and competent in the California Disaster Medical Operations Manual (CD-MOM) and will participate fully with the County in planning, training, drills and exercises designed to achieve the required competency

Provider personnel will be knowledgeable and competent in the County's Multi-Casualty incident (MCI) policy and procedure.

G. First Responder Program

Emergency Medical Services is the result of coordination amongst multiple disciplines such as dispatch, first response, medical transportation, emergency departments quality assurance and administrative oversight. Of these, the greatest level of integration occurs between first response and medical transportation and the Contractor will be expected to achieve the highest degree of partnership and cooperation.

At a minimum, Bidders should describe how they will address the following required elements of support to first response programs in Solano County:

1. Supplies
 - a. Contractor will exchange all disposable ALS and BLS supplies with first responder Agencies.
 - b. Prior to implementation of service, Contractor will execute an agreement with all first response departments regarding standardization of supplies and equipment between Contractor and first response agencies.
 - c. Prior to implementation of service, Contractor will execute an agreement with all first response departments regarding equipment retrieval and return.

2. Liaison Functions
 - a. Contractor will actively participate in the regular meetings of the Fire Chiefs Association, including subcommittees.
 - b. Contractor will have a liaison position with responsibility and authority for resolving problems between Contractor operations and first response departments.
 - c. Prior to implementing service, Contractor will execute an agreement with all first responder agencies to arrange for the timely return of fire personnel to their stations from hospitals.

3. Education and Training
 - a. Prior to implementation of service, Contractor shall execute an agreement with all first responder agencies for the provision or coordination of provision of ALS and BLS Continuing Education (CE)
 - b. All Contractor field personnel shall have training in and be proficient at Incident Command System (ICS). The fire service shall also make recommendations to the EMS Agencies regarding other specialized proficiencies they believe to be essential to efficient and competent field operations.
 - c. Contractor orientation for new employees shall also include information specific to scene operations. Ideally, this orientation would include presentations from fire service personnel.

4. Other Value Added Considerations
 - a. Provide transport free-of charge for Fire fighters and on-duty employees of member agencies
 - b. Provide standby medical support at large incidents of member agencies at no cost to the agencies
 - c. Provide for capability to move very large patients on a 24/7 basis.
 - d. Provide adequate opportunity for paramedic student internships and accreditation evaluation (5-call).

Contractor shall clearly indicate and justify the costs of providing the above elements in their proposal.

H. Public Private Partnership

The SEMSC has determined that the highest level of county-wide emergency medical response is provided by a system that leverages its core capabilities and units of production. Most fire departments provide paramedic level first response services on a 24 hour a day, 7 day a week, 365 day per year basis. Several of these departments, presently Benicia, Dixon, Fairfield and Vallejo, operate under monitored response times enforced by penalty assessments in a manner substantially similar, though not identical, to that of the Contractor and participate with the Contractor in the Public Private Partnership (PPP). Participation in the PPP is mandatory.

The PPP is structured so that a portion of the level of effort required of the Contractor is in effect subcontracted to departments participating in the PPP. This is accomplished by relaxing the response time standard of the Contractor in the urban areas of the PPP departments from 9.00 minutes, 90% compliant, to 12.00 minutes, 90% compliant. The theoretical savings to the Contractor resulting from this relaxation of response times is then paid to the PPP departments according to a formula developed by the Departments in the PPP.

Each proposer shall provide information sufficient to determine the theoretical estimated net savings to the emergency ambulance provider on an annual basis resulting from this model described above.

To evaluate each proposal in light of these interests and to foster governmental transparency, in Section VI. (F) Proposers will be requested to identify and calculate the estimated annual savings that will be recognized by providing an ambulance-on-scene time of 12:00 minutes rather than the 9.00 minutes based on a 90% compliance rate consistent with the response time standards and compliance zones that are contained in this RFP, including savings resulting from, but not limited to, lower response time standards, fewer ambulance stations, a smaller workforce and ambulance maintenance costs and less equipment and supplies (and related maintenance) costs. Proposer will list the annual dollar amount and provide specific itemization as to the costs used to calculate this figure.

The SEMSC shall develop a separate agreement for implementation of the PPP once the successful bidder has been selected. The parties to the agreement shall be the Contractor, the member departments of the PPP and the SEMSC. The SEMSC Board reserves the right to determine how payments will be made under the PPP Agreement, including, but not limited to, a fixed fee for transport.

I. Franchise Fee

The Contractor shall pay an annual Franchise Fee to the SEMSC in an amount not to exceed \$500,000⁶. This fee shall be used by the SEMSC to compensate Solano County for the level of effort expended for monitoring, enforcement and management of the contract. The fee shall be paid on a quarterly basis. The Agency Director shall annually prepare a budget for the SEMSC Board accounting for costs associated with this level of effort. The successful bidder may be assessed a one-time fee not to exceed \$100,000 to offset the SEMSC's cost to develop and execute this RFP process.

J. Hospital & Community Requirements

The delivery of competent and clinically appropriate Emergency Medical Services results from a well considered coordination of otherwise independent elements: 911 dispatch, fire service response, medical transport, hospital emergency department operations, administration and quality assurance in accordance with regulatory oversight. A key component is integration with hospital emergency departments to achieve a competent transfer of care. To that end, the Contractor will provide or ensure that:

1. Hospitals
 - The Contractor will provide the ability to print a paper copy of the ePCR when the transporting crew is at the hospital.
 - There will be early notification of incoming patients by the ambulance crew with all pertinent information presented in a concise and standardized format.
 - The provider will sponsor, at least annually, events which include the entire EMS team multidisciplinary involving emergency department physicians, nurses, dispatchers, fire service and ambulance paramedics and EMTs.
 - The provider will have a user-friendly and effective system for hospitals to communicate with:
 - Ambulance management and quality improvement staff.
 - Ambulance paramedics and EMTs.
2. Community Education/Prevention
 - Provider will be a major partner and sponsor for promotional activities, including, but not limited to, EMS Week (May), Disaster Preparedness Month (September) and Earthquake Preparedness Month (April).
 - Provider must provide an annually approved community education program designed to educate the public in Citizen CPR and Public Automatic Defibrillation (PAD) programs.

⁶ The actual amount will be determined annually by a budget submitted by the Agency Director. Proposals should be developed with the assumption that the fee is \$500,000.

K. Mental Health Responses

Transports of persons under a 51-50 hold are also part of this contract and Proposers should describe their management of these situations.

L. Data Collection and Reporting

Accurate and timely data is central to a successful High Performance EMS system. The SEMSC depends entirely upon the Contractor to furnish complete, accurate and legible data necessary to monitor clinical activity, analyze response time performance and to report to external entities (e.g. State government). The Contractor should appreciate, too, that it needs this information to meet its obligations under the Agreement and to make necessary changes in operations as part of Continuous Quality Improvement. It shall be the Contractor's responsibility to have a system which provides for accurate and legible data on every response, regardless of ultimate disposition. The Contractor shall operate and manage a data collection system in accordance with SEMSC standards, requirements and norms. The data system shall include, but not be limited to, the CAD reporting system, Patient Care Reports and other forms required by policy. CAD and ePCR systems should be linked by a single identifier enabling the ability to rapidly locate all data from a specific call when needed. This data retrieval system should be functional on a 24-7 basis and provide for remote access by key staff. Appropriate security measures are required at all times.

The Contractor shall collect all information relevant to system activity for each 24-hour period. Response data shall continuously stream and be captured with adequate security provisions to prevent data tampering. Response data shall be streamed based on triggers established by the Agency. Proposers shall describe the systems they plan to use, however the Agency reserves the right to require additional or completely different systems, when, in the opinion of the Agency, the Proposer's offer is deemed inadequate. The Contractor shall meet the Agency's requirements at the sole expense of the Contractor.

Response-time summaries by response time requirement zones and cities, including the listing of all response-time exceptions, shall be reported at least monthly. These reports will include compliance with response-time standards in an electronic format prescribed by the EMS Agency. It will include the ability to sort by city and other geographic zones, incidents of unit breakdowns, reassigned calls, non-transports, "Level-0" time, call downgrades and other reports used to determine contract compliance. While this data will be available to the Agency via the CAD link, the Agency needs to know the Contractor also has the data and can use it to improve operations, as necessary.

Monthly reports required by the SEMSC shall be electronically submitted no later than the 10th of the subsequent month.

Electronic PCR (e-PCR)

The Contractor will utilize an Electronic Patient Care Report (ePCR) system for patient care documentation, data collection and reporting. The system will at a minimum will:

- ❖ Produce an electronically transferable, internet-accessible and printable record of the patient care record (PCR).
- ❖ Contain data entered only by the individual who provided care.
- ❖ Must provide for a hard copy at the hospital prior to the unit leaving the hospital.
- ❖ Generate and gather data as specified by the EMS Agency policy utilizing the California EMS Information System (CEMSIS) standard, with slight modifications for Solano County;
- ❖ Must link with First Responder ALS PCRs where appropriate;
- ❖ Data elements gathered in the e-PCR system must be available via the Internet to the EMS Agency staff for the purpose of quality improvement and system analysis.

The e-PCR system proposed by the Contractor will be subject to EMS Agency approval prior to use and implementation. The Agency reserves the right to reject the proposed system should the Agency determine it is deficient. In such case, the Agency will conduct a competitive process for an e-PCR system and the Contractor will be a member of the selection committee. The cost of the system shall be born by the Contractor. Any change of e-PCR program or vendor during the life of the Contract will also be subject to the EMS Agency approval. No changes or alterations to required data fields may occur without prior approval from the Agency.

Contractor field personnel must complete an approved PCR for each completed transport (including to landing zone), release at scene, or no transport. A PCR is required for any patient with whom contact is made regardless of whether the patient is treated or transported. This includes stand-by events.

Contractor shall also, upon commencement of services, provide to the Agency a complete copy of all current policies and procedures, including memoranda, on all aspects of Contractor's Operations. The Agency shall be copied on any changes within five (5) business days of the implementation of said change. These policies, procedures and memoranda shall not be accessible through the Public Records Act.

The SEMSC plans to continue the use of the FirstWatch® Biosurveillance System. The Contractor shall cooperate fully with the Agency in providing all requested data and/or CAD data access for this system. The SEMSC may use this data for public health monitoring, MS system surveillance, performance audits, and any other uses consistent with the mission of the SEMSC and the Solano County Health and Social Services Department.

M. Inspections

Agency staff shall have unobstructed and reasonable access to all aspects of Contractor's operations and records that are relevant to the services and performance levels required under this contract. Contractor shall agree that any request for inspection of vehicles, CAD, dispatch, facilities, equipment or records during normal business hours shall be considered reasonable provided Agency has given at least 30 minutes prior notice. Agency shall commit to avoiding any inspections that would be considered, arbitrary, capricious or harassing in nature. Contractor always has the right to raise objections to the SEMSC Board of Directors regarding interactions with staff, however this right shall never preclude staff from access as described above.

N. Contract Terms and Periods, Extension Opportunities, Lame Duck Provisions
Proposal Terms and Conditions

Proposer agrees that the EMS Agency's RFP, the Proposer's responding proposal and any other documentation deemed necessary by the EMS Agency is to be considered part of any Contract that may be derived from this RFP. Proposer further agrees that it is an unreasonable expectation that every possible circumstance and detail can be anticipated in advance by the Agency and thus incorporated as part of this RFP. Proposer understands that additional requirements may in fact arise resulting from implementation of this RFP. These shall be added by an amendment to the contract if the need for additional requirements arises after the contract is signed.

Period of Operation

Unless initiated earlier by mutual written agreement, the base contract shall be for five (5) years, commencing at 08:00:00 hours (PST) on May 3, 2009, and terminating at 07:59:59 hours (PST) May 3, 2014, unless extended or terminated as provided for herein.

Opportunity for Extension

This procurement is being designed with the possibility for two, 2-year extensions, and one, 1-year extension. The total contract period shall not exceed ten years. No extensions may be concurrently granted; each must be earned separately, with a minimum of 1 year between the expiration of one contract term and the beginning of another.

A decision regarding renewal of the Contract or any extension thereof shall be made at least 12 months prior to the scheduled termination date so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new contractor at least 6 months prior to the scheduled termination date. This allows reasonable time for both outgoing and incoming Contractors, if applicable, to plan and execute an orderly transition.

Opportunity for Full Extensions

SEMSC shall evaluate the Contractor's performance and may elect to award extensions subject, but not limited to, to the following requirements:

Clinical and Response Time Performance Exceeding Requirements.

Finding by the Director that the clinical and response time performance of the Contractor has, in general, exceeded the minimum requirements set forth in this Request for Proposal, and

Substantial Compliance.

Finding by SEMSC Board of Directors that the Contractor substantially and consistently meets the various requirements of applicable federal, state and local laws, rules and regulations; and performance obligations of the Agreement, and

Exceptional Performance.

Recommendation by the Director, and concurrence of the SEMSC Board of Directors, that the Contractor has met or exceeded all commitments made by the Contractor in its winning proposal.

Partial Extensions

Should it be determined that the Contractor is deficient in one or more of the area listed above, the SEMSC may, at its sole discretion, extend the contract for a portion of the allowable extensions, but in no case shall such extensions be less than six (6) months.

Right to Terminate

Either party may terminate this agreement without cause providing they give written notice at least 180 days in advance of the intended date of termination.

Lame Duck Provisions

At the point it is known that the Contractor has a finite period of time left contractually, the Contractor shall be considered to have "lame duck" status. The Contractor agrees to continue to provide all services under the Agreement, so long as the Agreement is in force, until the new Contractor assumes service responsibilities. To ensure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions shall apply:

- a. The Contractor shall continue all operations and support services at the same level of effort and performances as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
- b. The Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor services and operating costs to maximize profits during the final stages of the Agreement;

- c. SEMSC recognizes that if a competing organization should prevail in a future procurement cycle, the Contractor may reasonably begin to prepare for transition of service to the new Contractor. The SEMSC shall not unreasonably withhold its approval of the Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff and scale down certain inventory items, as long as such transition activity does not impair the Contractor's performance during this period;
- d. During the process of a subsequent competition conducted by the SEMSC, the Contractor shall permit its non-management personnel reasonable opportunities to discuss with competing organizations issues related to employment with such organizations in the event the Contractor is not the successful Proposer. The Contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the Contractor's current operations, and the Contractor may also prohibit its management level personnel from communicating with representatives of competing organizations during the competition. Once the SEMSC has made its decision regarding award, and in the event the Contractor is not the winner, the Contractor shall permit free discussion between any current Contractor employee and the winning Proposer without restriction, and without adverse consequence to any current Contractor employee.

O. Performance Security

Due to the importance of Emergency Medical Services, the SEMSC must and will do everything reasonably possible to eliminate the potential for system failure. Accordingly, the SEMSC incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of failure, including a Performance Security and Emergency Take Over provisions. In the event the SEMSC terminates the Agreement for major breach in accordance with its terms, the Contractor shall forfeit the full amount of its performance security as liquidated damages.

Owing to the impracticality and extreme difficulty in determining actual damages, the parties shall agree in the Agreement that the sum of one million dollars (\$1,000,000.00) is a reasonable amount for total liquidated damages. This performance security shall be reviewed annually and shall be adjusted by no more than the cumulative Consumer Price Index (CPI) change should the SEMSC Board of Directors determine that the performance security is insufficient to meet performance.

Contractor shall furnish performance security in an amount of one million (\$1,000,000) dollars. The performance security shall be used to ensure the operation of the ambulance service including, but not limited to, any necessary rebidding, negotiation, or related administrative expenses should the SEMSC need to terminate the Agreement because of a major breach. Options for the security are:

1. **Performance Bond:**
A performance bond issued by a bonding company, appropriately licensed and acceptable to the EMS Agency, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the EMS Agency upon determination by the EMS Agency that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the EMS Agency.
2. **Irrevocable Letter of Credit**
An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the EMS Agency and from a bank or other financial institution acceptable to the EMS Agency. The irrevocable letter of credit shall be issued by a federally-insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC; "A" or higher by Standard and Poor's; "A" or higher by Moody's Investors Service; or have a comparable rating by another approved rating system acceptable to the SEMSC. The federally insured banking institution, on which the irrevocable letter of credit is drawn, shall be acceptable to the Solano County Director of Finance. Language in the letter of credit shall acknowledge immediate release of funds to the SEMSC in the event of a declaration of a major breach of the Agreement, and recognize that any legal dispute by the Contractor or the entity providing the irrevocable letter of credit shall be initiated and resolved only after release of funds to the SEMSC. The irrevocable letter of credit shall contain the following endorsement: "At least sixty (60) days before cancellation, replacement, failure to renew, or material alteration of this letter of credit, written notice of such intent shall be given to the SEMSC by the financial institution." Such notice shall be given by certified mail to SEMSC Agency Director.
3. **Cash Deposit**
Cash, which must be deposited with an escrow holder acceptable to the EMS Agency and subject to an escrow agreement approved by the EMS Agency. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.
4. **Combination of the Above**
A combination of the above, acceptable to the EMS Agency.

Whatever form of performance security is selected by the Proposer, the proposal shall indicate the form selected, and shall include full and detailed documentation of Proposer's ability to provide such security.

Any performance security furnished by Contractor in fulfillment of the requirements of this Contract for performance security shall not be canceled for any reason except upon 60 days advance written notice to the EMS Agency, including written communication from the company holding the security instrument or deposit. Communication from the Contractor must include the reasons for the proposed cancellation and a specific plan as to the replacement of the security. The Contractor's proposal shall be subject to Agency approval. The Contractor may request a periodic review of the amount of the performance security but the Agency shall not be obligated to review more than once every 18 months.

P. Insurance Requirements

Before the time the Contractor is entitled to commence any part of the project, work, or services under the Agreement, and during the entire term of the Agreement, including renewal provisions, the Contractor shall procure, pay for, and maintain the minimum insurance coverages and limits as provided for in this RFP.

1. This insurance shall be evidenced by delivery to SEMSC of
 - a. certificates of insurance executed by financially stable insurance carrier(s) acceptable to SEMSC and licensed or permitted to write insurance by the California Department of Insurance (CDOI) and,
 - b. a certified copy of each policy, including all endorsements.
 - c. All insurance certificates shall list coverages, and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies.
 - d. Insurance requirements shall remain in effect throughout the term of the Agreement.

2. Coverage Required
Throughout the term of the Agreement, Contractor shall meet or exceed the following requirements:
 - a. Commercial general liability insurance, including but not limited to, commercial owner and contractor protection, operational products, completed operations, property and personal injury, with limits of not less than five million dollars (\$5,000,000) per occurrence, and ten million dollars (\$10,000,000) annual aggregate. Coverage shall be on "an occurrence basis", and the policy shall include broad form property damage coverage and fire coverage and liability of not less than five million dollars (\$5,000,000) per occurrence, unless otherwise stated by exception herein.
 - b. Professional medical liability insurance including errors and omissions with minimum limits of two million dollars (\$2,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate.
 - c. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability

Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- d. Comprehensive automobile liability covering all vehicles used under the contract for owned, hired, and non-owned vehicles with minimum limits of five million dollars (\$5,000,000) combined single limit for bodily injury (including death) per occurrence, and property damage of not less than one million dollars (\$1,000,000) per occurrence. Coverage shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability insurance above.
- e. Automobile physical damage insurance for comprehensive and collision covering all vehicles provided and used under the Agreement. The Contractor shall provide the primary insurance coverage for all vehicles used under the Agreement regardless of actual vehicle ownership.
- f. Medical payment coverage at a per person limit of not less than ten thousand dollars (\$10,000).
- g. Uninsured and underinsured motorist coverage of at least two hundred fifty thousand (\$250,000).
- h. Mobile Equipment Floater insurance coverage on an "all risks" covering all portable medical, computer and communications equipment under the care and custody of the Contractor. Such coverage shall contain no electrical surge exclusions.
- i. Property Insurance coverage on an "all risks" basis covering all contents of all facilities, and sub-stations in the care or custody of the Contractor.
- j. Umbrella coverage in the amount of at least ten million dollars (\$10,000,000) shall be provided as additional coverage to all underlying liability policies (including Professional Liability). This policy may be written as a "Form Following Excess" policy.
- k. Tail insurance coverage for a period of not less than ten (10) years after the termination of the Agreement.

3. Endorsements Required

Each insurance policy shall include the following conditions by endorsement to the policy:

- a. Thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage or limits on any policy, a notice thereof shall be sent to SEMSC at its address of record by the insurer. The Contractor shall also notify SEMSC in a like manner

within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Contractor from its insurer. Nothing shall absolve the Contractor of this requirement to provide notice.

- b. Companies issuing the insurance shall have no claims against SEMSC for payment of premiums or assessments of deductibles, which are the sole responsibility and risk of the Contractor.
- c. All such policies shall be endorsed naming the SEMSC, its Board, Officers, Medical Director, employees and the County of Solano as additional named insureds.

4. Payees

The SEMSC and the County of Solano will be named as loss payees on the following policies:

- a. Automobile Physical Damage;
- b. Mobile Equipment Floater.
- c. Property Insurance.

5. All insurance shall be maintained with companies:

- a. Holding a “general policy holders rating” of “A” or better, as set forth in the most current issue of “Best Insurance Guide” or a comparable rating from other reputable rating organizations;
- b. Licensed or permitted to operate in the State of California; and
- c. In good standing with the California Department of Insurance.

6. Self-Insured Risk

Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and ongoing monitoring by SEMSC and its legal counsel. In addition to any assurances required by SEMSC under this provision, as initially agreed prior to final award of the Agreement, the following items shall be met to SEMSC’s satisfaction:

- a. Potential fiscal liability associated with the risk to be assumed by the Contractor must be reasonable and limited to an amount which would, if realized, not impair the Contractor’s ability to perform under the Agreement. The coverage contemplated shall at a minimum be equivalent to the coverage required under Paragraph C.1 above.
- b. Throughout the term of the Agreement, SEMSC shall be immediately notified of any major claims, the amount reserved against potential claims, and other program changes that may adversely affect the Contractor’s ability to provide insurance against potential risks as required in the Agreement. SEMSC shall receive a monthly status report on all open claims.
- c. The self-insured program meets and complies with all applicable laws and regulations.

- d. The same requirements and conditions outlined in paragraphs O.3 and O.4 above shall apply to all excess insurance coverage carried.

Q. Breach, Remedies and Emergency Takeover

1. Major Breach

Conditions and circumstances that constitute major breach under the Agreement shall include the following:

- a. Failure of the Contractor to operate in a manner that prevents SEMSC and the Contractor to be in compliance with federal or state laws, rules, or regulations;
- b. Falsification of information supplied by the Contractor during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering presumptive run code designations to enhance the Contractor's apparent performance or falsification of any other data required under the Agreement;
- c. Taking any action to artificially create or inflate costs or revenues;
- d. Failure of the Contractor to provide data generated in the course of operations, including by way of example, but not by way of exclusion, dispatch data, Patient Care Report data, response time data, or financial data;
- e. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
- f. Failure of the Contractor to correct employees who fail to conduct themselves in a professional and courteous manner and to present a professional appearance;
- g. Failure of the Contractor to maintain equipment in accordance with manufacturer or SEMSC recommended maintenance practices;
- h. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute;
- i. Failure of the Contractor to cooperate with and assist SEMSC after breach has been declared as provided for herein, even if it later determined that a breach never occurred or that the cause of such breach was beyond the Contractor's reasonable control;
- j. Acceptance by the Contractor or any of the Contractor's employees of any bribe, kickback or consideration of any kind exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor's employees could reasonably be construed as a violation of federal, state, or local law;
- k. Payment by the Contractor or any of the Contractor's employees of any bribe, kickback, or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on

- the part of the Contractor or Contractor's employees could reasonably be construed as a violation of federal, state or local law;
- l. Failure of the Contractor to meet the system clinical norms as established by external medical oversight or of performance related to any and all sections of this RFP;
 - m. Failure of the Contractor to maintain insurance in accordance with the Agreement;
 - n. Chronic failure of the Contractor to meet response time requirements as set forth in this RFP. Chronic failure shall be defined as three of five consecutive calendar months in any one area, or four of seven months with the EOA taken in the aggregate;
 - o. Failure to maintain the performance security in accordance with the terms and in the amount specified in the Agreement;
 - p. Failure to submit reports and information under the terms and conditions outlined in this RFP;
 - q. Failure to furnish key personnel of quality and experience as agreed;
 - r. Marketing or invoicing of services covered under the Agreement under a trade name other than that presented in the response to this RFP;
 - s. Willful attempt by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle;
 - t. Any other failure of performance, clinical or other, required in the Agreement and which is determined by the Agency Director and confirmed by the Board of Directors to constitute a major breach or endangerment to public health and safety;
 - u. Contractor, or any affiliate of the Contractor, including, but not limited to the parent or sister entity, or controlling persons of such entities, being terminated from participation in Medicare or any state Medicaid programs, or being found to have violated any laws or regulations related to such programs.

2. SEMSC's Remedies

If conditions or circumstances constituting major breach as set forth exist, SEMSC shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement. SEMSC's remedies shall be cumulative and shall be in addition to any other remedy available to SEMSC.

3. Provisions for Termination of Contract And/Or Emergency Takeover

In the event of major breach, SEMSC shall give the Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the major breach. Within five (5) calendar days of receipt of such notice, the Contractor shall deliver to SEMSC, in writing, a plan of action to cure such major breach. The plan of action shall be updated, in writing, every five (5) calendar days until such breach is cured. The Contractor shall

have the right to cure such major breach in the thirty (30) calendar-day period following receipt of notice of major breach. If the Contractor fails to deliver such plan and/or fails to cure and/or mitigate such breach (the determination of which shall be at the sole discretion of the SEMSC), the SEMSC may, at the SEMSC's sole discretion, take over the Contractor's operations and/or terminate the contract. Under such conditions the Contractor shall cooperate immediately and fully with the SEMSC to affect a prompt and orderly transfer of all responsibilities to the SEMSC.

In order to maintain continuous delivery of service, the SEMSC may, in exercising an emergency takeover, take possession of all of the Contractor's ambulances, equipment, facilities and records used in the performance of the Contract. The SEMSC may retain possession of said equipment, facilities and records until replacement items can be acquired by the SEMSC or another Contractor is engaged to perform the service. Should the SEMSC exercise this option, it shall pay the contractor the reasonable rental value of such equipment and facilities during the time they are used by the SEMSC. Liability of the SEMSC to the Contractor for this period will be that of a service for hire, with ordinary wear and tear specifically exempt from such liability.

The Contractor shall not be prohibited from disputing any findings of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate transfer of operations to SEMSC. Such dispute by the Contractor shall not delay SEMSC access to the performance security. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of the public. Any legal dispute concerning the finding that breach has occurred shall be initiated and shall take place only after the transfer of operations to SEMSC has been completed, and shall not under any circumstances delay the process of transferring operations to SEMSC or delay SEMSC's access to performance security funds as needed by SEMSC to finance such transfer of operations. All litigation brought by the Contractor involving a dispute with SEMSC shall be brought in the Court having jurisdiction for Solano County.

The Contractor's cooperation with and full support of SEMSC's termination of the Agreement, as well as the Contractor's immediate release of performance security funds to SEMSC, shall not be construed as acceptance by the Contractor of the finding of major breach, and shall not in any way jeopardize the Contractor's right of recovery should a court later find that the declaration of major breach was made in error. Failure on the part of the Contractor to cooperate fully with SEMSC to affect a smooth and safe transition shall itself constitute a major breach of the Agreement, however, even if it is later determined that the original declaration of major breach by SEMSC was made in error.

4. Minor Breach

A minor breach shall be defined as any failure by the Contractor to perform in a timely manner its obligations under the Agreement or meet commitments made either in its proposal or during the RFP process and is not a major breach.

Notice of a Minor Breach

Whenever SEMSC has reasonable grounds to believe a minor breach has occurred, other than those instances when an ambulance response time exceeds the applicable response time requirement, and the Contractor has been notified, in writing, of its failure to perform, the Contractor may receive a “Written Notice of Breach” on the specific breach explaining the facts and conclusions upon which the breach is based.

Appeal of Minor Breach

An appeal for breach shall be filed with the Agency Director within ten (10) business days following notice of SEMSC’s decision and shall state the grounds for the appeal. Upon filing, the SEMSC Board shall review the appeal at its next regular or special meeting to determine whether a breach has, indeed, occurred and any and all attempts to cure the breach. The decision made by SEMSC Board shall be final.

Penalties for Minor Breach

A penalty is set to not exceed five thousand dollars (\$5,000) per occurrence, provided that such maximum penalty shall double for the second, and triple for the third or subsequent similar breach of the same obligation within any twelve (12) month period. All penalties shall be paid by the Contractor within forty five (45) days unless successfully cured or an appeal is requested. Payment shall be within five (5) days following an upholding of the breach by the SEMSC Board.

III. INFORMATION FOR PROPOSER

A. Proposal Deadline and Submission Requirements

Proposals must be received by the Solano County EMS Agency on or before 4:00 p.m. PST on November 21, 2008. Each proposal must be in a sealed envelope, box or appropriate package, with the name and address of the Proposer, RFP title and the closing date clearly marked on the outside. For the purposes of this RFP, the time specified will be as defined by the Date/Time machine in the office of the Solano County EMS Agency. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.

Proposals must be mailed or delivered personally to:
Solano County EMS Agency
Solano County Health and Social Services Dept.
275 Beck Ave MS 5-240
Fairfield, Ca. 94533
Attention: Michael Frenn

Proposals must be clearly marked as stated herein and must be received by the date and time specified. Proposals not received by the date and time and at the location specified will be rejected. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not so rejected, the original master copy will provide the basis for resolving such discrepancies.

Proposals must be submitted in the format described in Section VI. After submission, proposals can be modified as long as the modification is received no later than the time and date specified above. A proposal may also be withdrawn in person by a proposer 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.

B. Bidders' Conference and Pre-Conference Questions

1. Bidders' Conference

A pre-proposal conference will be held to discuss all relevant issues associated with this RFP process. **Attendance is mandatory.** Please contact the Solano County EMS Agency at (707) 784-8155 for confirmation of your attendance. Each bidder may bring up to four (4) representatives.

The pre-proposal conference may be recorded and answers will be posted to the SEMSC website following the pre-proposal conference. Oral

statements made by proposer staff at the conference should be considered preliminary and will not be binding on the EMS Agency or the SEMSC Board. Only written materials submitted as part of a proposal shall be considered.

The location, date and time will be as follows:

Location: Solano County Health and Social Services
275 Beck Ave Fairfield, CA. 94533

Date: To be determined by Proposal Evaluation Committee

Time: 10:00 a.m.

2. Bidders' Questions

Bidders are required to submit questions about the RFP in writing prior to the pre-proposal conference. Please submit questions via email to the Solano County EMS Agency at solanoems@yahoo.com or, less desirably, to the address as referenced above or fax to (707) 421-6682. The questions must be received by September 19, 2008. Answers will be posted at the Solano EMS website.

3. Modifications to RFP

As expressed earlier (Section I.I, pg 6), the SEMSC reserves the right to modify the terms of this procurement or accept alternatives when the SEMSC determines that is in the best interests of the SEMSC. This includes written comments received by bidders in advance of the Bidders Conference, or any comments provided by Counsel to the SEMSC at any time. It is the stated intent of the SEMSC to make available to all organizations participating in the Bidder's Conference written corrections and/or addendums to this RFP no later than October 17, 2008, or as soon as is possible thereafter.

C. Complete Response and Accuracy of Information

Each Proposer shall respond to all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Where documentation is incomplete or silent, the proposal may be considered deficient. While proposers may provide alternatives to the requirements of this RFP, the burden to demonstrate that these alternatives will meet or exceed the minimum requirements rests with the Proposer; all minimum requirements must be complied with.

D. Expertise and Judgment

All Proposers are specifically advised and will agree to use the best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain the levels of performance required under the RFP. Such “methods” will include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise that Proposer’s own strategies and tactics for meeting the requirements of this RFP and its winning proposal. The SEMSC recognizes that different ambulance companies may employ different service methods, perhaps with equal success. By allowing each Proposer to select, employ, and change its service methods, the SEMSC is encouraging innovation, efficiency and superior levels of performance.

E. Discussions, Limits on Discussions With Bidders

As of the issuance date of this RFP and continuing until the final date for submission of all proposals, all SEMSC staff are specifically directed not to hold meetings, conferences, technical discussions or communications of any kind with any bidder or potential bidder, including staff, for the purposes of information related to this RFP. Any attempt by a bidder, potential bidder or agent thereof, to contact SEMSC personnel, the SEMSC Board, or a member of the Proposal Evaluation Committee regarding the proposal process, submission requirements or anything else related or potentially related to this RFP may be considered tampering. This may result in the bidder or potential bidder being disqualified from entering into any contract that may result from this RFP.

F. Proposal Evaluation Committee

An evaluation of proposals will be made by an Evaluation Committee comprised of five to nine individuals who are not employed by Solano County or potential providers of emergency medical services and who have expertise in EMS, high performance ambulance service delivery, clinical care and ambulance pricing. County staff will only provide technical assistance to the Committee. All Evaluation Committee members, outside consultants and observers will be required to sign confidentiality statements. All members of the Evaluation Committee involved with the evaluation of proposals shall be carefully screened by EMS Agency for potential conflicts of interest.

G. Proposal Evaluation and Award

The EMS Agency’s goal is to create a fair and uniform basis for the evaluation of the proposals. It is also the EMS Agency’s intent to select a Proposer based on the best balance of quality, price, experience, performance assurance, and integration

with system needs. Any proposal which fails to meet the requirements of the RFP will be considered non-responsive and may be rejected. It is in the Proposer's interest to submit a complete and accurate proposal.

The proposal evaluation process will include an initial screening of each proposal for responsiveness (pass/fail) followed by an evaluation of the proposal by the Evaluation Committee. All proposals must meet or exceed credentialing standards. Each proposal must specify information sufficient to demonstrate the level of credentials, scope of service and financial capabilities for the proposal to be able to complete the screening and evaluation process. Any proposal that fails to pass the initial screening will not be eligible for recommendation for award and the Proposer will be so advised.

The Evaluation Committee shall have full investigatory powers and will be encouraged to thoroughly vet all proposals and Proposers. Proposers shall submit executed and notarized forms including the "Investigative Authorization" forms included in this RFP.

The evaluation and selection process described in this Section II.G. is subject to modification by the EMS Agency, at its sole discretion. The Solano County EMS Agency will receive the proposals and will prepare the proposals for processing and evaluation by the Evaluation Committee.

The Evaluation Committee will:

- Screen the proposals on a pass/fail basis.
- Allow for, at the discretion of the Evaluation Committee, a presentation by the Proposers with at least two weeks notice to each Proposer. If requested, each Proposer will be allowed 30 minutes of presentation and up to 90 minutes to answer questions presented by the Evaluation Committee. Each Proposer may include up to eight staff persons at their presentation, however, at a minimum the chief executive officer or equivalent, chief financial officer and anticipated manager or supervisor of the Contract shall be present. The order of presentations will be determined by random draw. **Proposer presentations are not public meetings and attendance will be restricted to the Proposer and their staff persons and the Evaluation Committee.**
- Evaluate the proposals and determine which Proposer has offered the highest ranked proposal, based on the specific evaluation criteria set forth herein; and
- Provide a recommendation to the EMS Agency regarding the apparent highest ranked proposal.
- The EMS Agency Director will review and consider the recommendation of the Evaluation Committee and prepare a recommendation to the SEMSC Board of Directors. The Board of Directors specifically reserves the right to reject the recommendation of the Evaluation Committee and/or all proposals.

Quality Criteria	Points
I. Introduction	Pass/Fail
Opening Letter by Organization's CEO	
Waiver of process challenge – or – letter detailing circumstances believed to violate process	
Description of Organizational Structure	
II. Credentials	Pass/Fail
III. Business Model	29%
Dedication to High Performance	
Unit Hour Allocation	
System Status Management	
Public Private Partnership	
Fiscal strength, financial statements and budget	
Cost & Revenue Forecasts (Full Costing, Unit Hour Cost)	
IV. Leadership and Human Resources	14%
Key Leadership Personnel	
Treatment of Incumbent Workers	
Compensation and Benefits	
Employee Recruitment, screening & orientation	
Leadership/Supervisory training	
Health and Safety Programs	
V. Clinical Performance	24%
Clinical Credentials of Field Personnel	
Quality Improvement	
Preceptor Program	
In-service Training	
First Responder Program	
Research	
Career Development	
VI. Clinical and Operational Innovation	5%
Value Added Components	
VII. Community Relations	22%
Professional Business Relations	
VIII. Fleet & Equipment Maintenance	6%
IX. Administration	Pass/Fail
Provision of Insurance	
Method of Providing Performance Security	
XI. Plan for Takeover of Services	Pass/Fail

Notice of Intent to Award

A Notice of Intent to Award will be sent to all participating Proposers advising them of the date that the SEMSC Board of Directors will hear and consider authorizing execution of the Contract with the selected Proposer.

News releases or other public disclosure (including email, internet postings and blogs) by the Proposer pertaining to the award resulting from this proposal shall not be made without prior written approval of the EMS Agency.

IV. PROPOSAL FORMAT

A. Requirements for Proposal Submission

1. Proposal submission:
 - a) One original, identified as “master” and containing all required signatures in original ink.
 - b) Ten (10) additional copies.
 - c) One (1) PDF File of the entire proposal, including attachments, included on an accompanying CD ROM;
2. Proposal format:
 - a) Typewritten, using Arial 12-point font, or equivalent;
 - b) Standard 8.5 x 11 inch paper shall be used (charts and graphs, as necessary, may be on larger paper which folds down to 8.5 x 11 inch).
 - c) Unbound, in 3-ring binders
3. Proposal Presentation
 - a) Each proposal unbound in one or more 3-ring binders;
 - b) All pages numbered when section exceeds two pages;
 - c) All major sections shall be tabbed and labeled;
 - d) Organized identically and numbered in accordance with the table of contents as described in this section.
 - e) Include all required attachments;
 - f) Information provided beyond that required should be contained in a section entitled “Optional Exhibits and Attachments”.
 - 1) This section shall have its own sub-table of contents, pagination and tabbing.

B. Table of Contents

Each proposal shall be structured to incorporate the table of contents as described below. Any information which does not fit logically into one of these proscribed sections shall be appended to the proposal. Items such as charts, policies and plans are encouraged to be placed in an appendix.

I.	Introduction
A.	Cover Letter
B.	Executive Summary
C.	Waiver of Process, Challenge or Letter detailing Circumstances believed to violate process; Exceptions Taken.
D.	Description of Organizational Structure
II.	Leadership and Human Resources
A.	Key Leadership Personnel and Management Structure
B.	Treatment of Incumbent Workers
C.	Compensation and Benefits

	D. Employee Recruitment, screening and orientation E. Leadership/Supervisory training F. Health and Safety Programs
III.	Operational Performance A. System Status Proposal B. Equipment and Supplies C. Data Management and Security
IV.	Clinical Performance A. Clinical credentials of Field Personnel B. Quality Improvement Program C. Preceptor Program D. In-service training E. Medical Director F. Research
V.	Dispatch Center Operations A. Credentials of Dispatch Personnel B. Quality Improvement D. CAD and Communication System Detail E. Data Management and Security D. In-service training
VI.	Clinical and Operational Innovation
VII.	Community and Business Relations
VIII.	Organization Experience and Support A. Experience providing similar services B. Off-site personnel to support operations
IX.	Fleet and equipment maintenance
X.	Administrative A. Provision of Insurance B. Method of providing performance security
XI.	Plan for Takeover of Services

C. Specific Section Requirements

All requested responses to the RFP are important and required, however several warrant some additional attention.

1. Cover Letter

Each proposal shall have a cover letter, signed by the CEO or other authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Proposer's full understanding and acceptance of all terms set forth in the RFP including the financial projections in the applicant's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. This letter must further state that the firm or entity has not violated any conflict of interest statutes or ordinances. The letter must state that the proposal is a firm and binding

offer to perform the services stated under the conditions specified in the proposal. Failure to provide this letter will cause the proposal to be considered non-response

2. **Executive Summary**
Each proposal shall have an executive summary that describes, in summary form, the essential elements in the proposal. The executive summary shall not exceed 10 pages in length.
3. **Exceptions Taken**
This portion of the Proposal will note any exceptions to the requirements and conditions of the RFP taken by the Proposers. Each Proposer's exceptions should give an explanation as to why the Proposer is taking exception to the requirements. If exceptions are not noted, the EMS Agency will assume that the Proposer's proposal meets those requirements as specified herein.

As a minimum, exceptions shall be noted as follows:

- a. Exceptions to "Scope of Work"
- b. Exceptions to General Provisions and Assurances and Special Provisions
- c. Exceptions to Proposal Contents Requirements
- d. Exceptions to the draft contract terms.

NOTE: Exceptions are not encouraged and it is strongly recommended that the Proposers not take any exceptions but rather bid the specification(s) as provided and then provide an alternate separate proposed specification.

4. **Authority to Verify Credentials and Proposal Submissions**
The Proposer shall submit executed, notarized "Investigative Release Forms" for the company(s) whose credentials are submitted for review and for owners, officers and key personnel. If the company is a publicly-held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the Agreement or in the preparation of the proposal need be submitted. A blank copy of each type of required release form, which may be duplicated, is provided herein as Attachments 1 & 2 "Investigative Releases."

D. Proposal Deposit Required

All proposals shall be accompanied by a Proposal Deposit (not a bid bond) in the amount of fifty thousand dollars (\$50,000). It shall be in the form of a certified or cashiers check made payable to Solano EMS Cooperative. This proposal deposit will be returned to any unsuccessful Proposer by the SEMSC within ten (10) business days after award of the Agreement unless, upon investigation of

credentials and proposals it is determined that the Proposer has misrepresented itself or provided false or inaccurate information in the qualification or RFP response. The successful Proposer's deposit will be returned upon the signing of the Agreement. This deposit may be retained if the Proposer fails to negotiate in good faith based upon the commitment made in its proposal.

V. PROPOSAL CONTENTS

A. Introduction

The proposals will be evaluated based on the extent to which the proposing organizations (or in the case of a new entity, the agency or its constituent organizations) has the experience or capability to successfully operate an HPS as described in this RFP. Each proposal will also be evaluated based on the extent all of the elements discussed in Section II System Requirements are addressed by the Proposer.

(Note: Proposers should carefully review the credentialing and disclosure requirements in this section as complete disclosure for those items requested is required and the failure to do so may subject the Proposer to disqualification.)

B. Letter from Proposing Organization's CEO

The proposer shall open its proposal with a statement from the proposing organization's CEO, or other authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm containing substantially the following language:

[Insert Proposer's name] waives and agrees that it is estopped to assert any of the following process challenges in connection with the RFP:

Any process challenge based upon facts, circumstances or events now known to [Proposer], and

Any challenge premised upon the content of the RFP. (This item does not extend to future applications or proceedings under the RFP).

If a Proposer is unwilling to submit such a letter, it shall state in detail the facts, circumstances, events or RFP provisions that are believed to legally cloud the procurement process.

C. Description of Proposed Organizational Structure

The Proposer's key management personnel (which may include general partners, directors, officers and principal management personnel) must possess the experience required or have participated in the Proposer's acquisition of this experience as management personnel. The criteria set forth below describes the desired minimum experience. Each proposal must describe how and to what extent the organization and its key management personnel meet or exceed these criteria.

The Proposer shall comprehensively describe the nature of the organizational entity proposed to be directly responsible for the provision of service under the Agreement. This shall include any relationship the proposed organization may have to a "parent" or "sister" company. Financial relationships, ownership, shared

directorship, or relationships with other organizations shall be defined. Organizational charts and a complete description of the proposed organization, including the date the organization was organized, and a certified copy of the Articles of Incorporation should be provided.

D. Essential Credential Elements

The purpose of the Credentials and Qualifications Section is for the Proposer to submit the information on the Proposer's organization, management and operational experience. All proposers must provide sufficient information regarding experience in each of the three key areas, Analogous Experience, Financial Depth and Stability, and Regulatory Compliance and Other Litigation, as the minimum qualifications for the SEMSC to evaluate as eligibility to bid. Failure to achieve a PASS rank in the credentials evaluation will result in disqualification. Where the requirement for "any and all" exists, Proposers should respond with information that is materially related to the provision of or the ability to provide service to Solano County in accordance with the requirements of this RFP.

1. Financial Depth & Stability
 - a. The Proposer shall provide evidence that clearly documents the financial history of the organization and demonstrates that it has the financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement. The Proposer shall include copies of its financial statements for the most recent three-year period. If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown. Audited financial statements are required. If the Proposer is part of a larger system, it shall furnish the financial statements of the parent entity. Such a parent entity shall be required to guarantee the performance of the proposer.
 - a. The Proposer will demonstrate that the organization meets or exceeds the following criteria for the fiscal years 2006 and 2007:
 - 1). Current ratio greater than or equal to 1.32. The current ratio is defined as current assets divided by current liabilities.
 - 2). Access to sufficient working capital to provide for implementation and start-up of operations. The minimum amount shall be eight hundred thousand dollars (\$800,000). Working capital is defined as current assets less current liabilities.
 - 3). Debt to equity less than or equal to 1.66. Debt to equity is defined as long-term debt divided by total shareholders or owners equity.
 - 4). Total shareholders or owners equity to cover at least three months of operations. The minimum amount is one million eight hundred thousand dollars (\$1,800,000).

- b. The Proposer shall demonstrate the ability to secure insurance coverage required under this RFP. Any existing self-insurance plan used for the purposes of qualification must meet the requirements set forth in this RFP, where allowed. Certain types of insurance under this RFP may not allow for self-insurance. The Proposer shall detail any and all notifications of pending insurance claims (separate listing for auto and professional liability), investigations and settlements, including both status and resolution, for the past five (5) years.
2. Documentation of Regulatory Compliance and Other Litigation
 - a. The Proposer shall detail any and all regulatory agency investigations, findings, actions, complaints and their respective resolutions in which it or its parent or affiliated entities (if any) has been involved for the past five (5) years.
 - b. The Proposer shall detail any other litigation in which the Proposer or its parent (if any), and all affiliates is or has been involved or which is pending with a copy of the complaint and the Proposer's response for the past five (5) years.
 - c. The Proposer, its Parent (if any), and affiliated entities shall provide evidence that it has never been excluded, debarred or otherwise suspended from participation in any state or federal healthcare program, including but not limited to Medicare or Medicaid, and that the Proposer and its parent (if any) currently qualifies for participation in such programs and currently has no employees who have been excluded, disbarred or otherwise suspended from participation in such programs.
 - d. The Proposer shall provide evidence that clearly demonstrates expertise in documenting medical care. Patient Care Reports are the basis for billing functions and are prepared by field personnel. The extent to which Patient Care Reports are accurately completed directly affects the ability of a Contractor to be reimbursed by Medicare, Medicaid and other third party payors and to ensure compliance with all Medicare and Medicaid rules and regulations.

Proposer shall:

- ❖ Describe training required of field personnel that directly relates to supporting billing practices compliant with Medicare and Medicaid guidelines;
- ❖ Describe the methodology for monitoring and maintaining compliance with HIPAA regulations;
- ❖ Describe how improvements needed in this area are identified, as well as actions taken to implement procedures to address those improvements.
- ❖ Describe the current Compliance Programs; and
- ❖ Describe methods used to keep current on all applicable rule and regulation changes.

E. Additional Information Required For Credentials

1. The following questions and/or requirements must be answered in the order and format given.
 - a. Name and address of organization.
 - b. Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
 - c. Type of organization or legal entity (e.g. partnership, corporation, etc) and the state under whose laws the entity is formed.
 - d. List the names and addresses and share of ownership of all owners, shareholders, directors, officers and corporate linkages of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided. If the Proposer is a corporation with 30 or more shareholders, provide title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
 - e. Provide names and affiliations of all other corporations or entities potentially providing services under this Contract.
 - f. List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
 - g. Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above fifty thousand dollars (\$50,000).
 - h. The Proposer must provide letters from any EMS regulatory agencies (maximum of five (5)) where it operates at the credentialing level, stating that it has been in substantial compliance with their standards, including response-time requirements, if measured by the agency, for the last two years.
 - i. List at least two hospital emergency departments and two public safety agencies (i.e., fire department, law enforcement agencies, park rangers, etc) with which the organization has worked in the past year and which shall serve as references.
 - j. Provide details, if any, of any failure, breach, problems or refusal to complete a contract by the organization in any region of the country.
 - k. Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service during the past ten (10) years. Explain any medical malpractice suits or settlements with a dollar loss (list the actual circumstances, conclusions and dollar loss) for the last 10 years. State whether the organization is currently operating under a Corporate Integrity Agreement.

- l. List any vehicle collisions that were reportable as defined by state law or insurance company policy that the organization or its affiliates has been involved with, noting circumstances and fault determined. List collision rate per vehicle and per 100,000 miles driven for the past three (3) years. *All collision rates and lawsuits must indicate corporate-wide experience as well as experience for the California area, if applicable.*
- m. Note all workers' compensation losses within the past three years.
- n. List any commitments and potential commitments which would impact assets, lines of credit, guarantor letters or otherwise affect the organization's ability to perform the contract, if awarded.
- o. Contractor shall provide at least three letters from business customers who provide clinical services and with whom the contractor has had a contractual business relationship of at least three years that clearly demonstrate a professional business relationship.
- p. References: Proposer may wish to include no more than five letters of reference specifically related to the organization's current and existing:
 - 1) Relationship with labor organizations;
 - 2) Clinical performance as an ALS contractor;
 - 3) Quality Assurance/Improvement program effectiveness
 - 4) Response time performance;
 - 5) Vehicle maintenance and replacement program;
 - 6) Relationships with first responder agencies;
 - 7) Organization's local and/or national reputation as a contractor of ALS Emergency Ground Ambulance Service;

NOTE: Letters of reference must include the following:

 - 1) Be signed and dated by the author;
 - 2) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Proposer;
 - 3) Describe the extent to which the author/organization is familiar with the Proposer and the Proposer's work/performance.
 - 4) Include the author's certification that s/he has read the specific section of the firm's credential submission to which the endorsement is related.
- q. Supply Proposer's annual turnover rates by category of personnel and define turnover and how it is calculated.
- r. Supply supporting documentation to demonstrate existing capabilities to furnish service which is similar to that required under this RFP.
- s. List and state current status and/or outcomes of any current or pending criminal cases or investigations against any officer or manager of Proposer.

- t. List and state the current status and/or outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations involving the Proposer and its personnel.
- u. List and state the status and/or outcomes of any investigations for affirmative action or civil rights violations involving the Proposer and its
- v. Demonstrated commitment to maintaining quality personnel.
- w. Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience as required in this RFP.
- x. Financial strength, stability, and excellent reputation.
- y. Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.

Note: If a Proposer submits a management team as a surrogate to the Proposer's own experience at the credentialed levels, all management staff (e.g., manager, field supervision, fleet maintenance, billing services) must meet or exceed the credentialing requirements.

F. Commitment to Leadership and Human Resources

Key Leadership Personnel and Management Structure

Minimum: Proposer shall submit the position descriptions and resumes of all key management personnel having responsibility for executive leadership, field and communications center operations, quality improvement and human resources to fulfill the Contractor's obligations relative to the RFP. If such key personnel are not currently employed by the Proposer, contingent employment contracts, letters of intent, or general agreements to consider an offer of employment shall also be furnished.

Proposer shall also provide the description of its management structure, including an organizational chart that will be implemented in the Solano EMS system with detailed job descriptions for all management positions.

Treatment of Incumbent Workers

Minimum: The incumbent work force will be given first consideration for employment by the incoming contractor.

While periodic bid competition ensures continued quality and efficiencies in High Performance EMS systems, it has the potential of affecting the stability of its most valuable asset, the incumbent work force. The SEMSC desires a smooth transition to the current work force to ensure such stability. Therefore, Proposer shall describe its programs for retaining personnel within the system, its commitments to offer employment to the incumbent labor force, how seniority will be transferred

and specific circumstances that potentially will disqualify an employee from being retained.

Compensation and Benefits

Minimum: The successful Proposer shall, as a condition of the Agreement, offer employment opportunity to the current work force as qualified above, at overall compensation, benefits and working conditions that meet or exceed those currently provided to the incumbent employees. The actual salary levels, benefits and working conditions offered by the winning Proposer shall be entirely at the Proposer's discretion, provided the overall combination shall be substantially equal or superior to those currently enjoyed.

Additional Commitment Offering: Proposer is encouraged to demonstrate possible options for the development of a retirement plan for the work force.

Employee Recruitment, screening and orientation

Minimum: Proposer shall describe the initial and ongoing personnel recruitment, screening, and orientation program to be utilized throughout the term of the Agreement. For field personnel, Proposer shall describe specific requirements for EMTs and ALS providers to attain probationary and full-time status, including timeline, methods of monitoring, testing, checks and balances, and the amount of orientation prior to placing personnel in the field, both under preceptorship and without any direct field monitoring.

Proposer shall describe its orientation for part-time employees and provide the minimum part-time hours per month that it will require part time employees to work. Proposer will also provide its program to prevent skill degeneration for part-time employees.

Additional Commitment Offering: Proposer may describe and offer a more aggressive, more stringent, and generally superior program of initial and ongoing personnel recruitment, screening and orientation, designed to attract, select and thoroughly orient the most qualified full-time candidates for EMS field and communication operation.

Leadership/Supervisory Training

Minimum: Proposer shall describe its ongoing training and development program for EMS managers and supervisors to be offered to those personnel at no cost. The description shall include the minimum prerequisite curriculum and required commitment of managers to participate in the program.

If developed internally, describe the program content, instructional staff, and time frame for implementation. If external, provide the name of the training institution, course content and qualifications of its faculty.

Additional Commitment Offering: Proposer shall demonstrate its commitment to succession planning and describe its plan for developing and advancing supervisory staff and middle managers into members of the key management team. Proposer shall provide examples of the successful implementation of such plans from other sites and provide specific case studies that demonstrate effectiveness.

Health and Safety Programs

Minimum: Proposer shall describe and demonstrate the programs available to enhance the safety and health of the workforce and patients. These shall minimally include driver training programs, safety and risk management.

The Proposer shall identify its process to maximize the driving program utilizing the Road Safety. The Proposer should also present its policies and intentions regarding the safety and health maintenance of its employees.

Additional Commitment Offering: Proposer shall describe employee wellness programs.

G. Operational Performance

1. Analogous Experience.

The proposer shall provide evidence that clearly demonstrates that it has experience managing an emergency 911 ALS ambulance service in a single service area with a population of at least 400,000. Information provided should include a list of communities in which the service is operated, name(s) and contact number(s) of the Medical Director and contract officer(s) or designated governmental contact person, the number of responses provided in each of the past two years, and a brief description of the community and service provided,

Or,

The proposer shall document existing sophisticated internal management systems and programs that facilitate its management of its service. This information shall include descriptions of operational programs including, but not limited to:

- a. Dispatch;
- b. Clinical training and Quality Improvement processes;
- c. Recruitment and retention activity;
- d. Risk management and driver training procedures;
- e. Current deficiencies/planned solutions;
- f. On-time performance; and
- g. Professional business relations.

In either case, the proposer shall provide information and documentation of existing management and supervisory strength (including senior management's involvement in operations) in order to demonstrate the organization's ability to manage the service. The information provided

should be in the form of names and résumés of existing management and supervisory personnel directly responsible for administering that service.

2. Response Time Performance

The Proposer shall demonstrate its ability to comply with response times by documenting experience in operating and managing an ambulance service in a service area of at least 200,000 persons that is required to comply with specified emergency response times based upon fractile compliance. Documentation shall include a copy of the contract language, regulations, and/or ordinances that require compliance, and the service's response time performance for the most recent 12 months for which information is available. The following format is to be utilized:

For the year beginning _____, _____, _____
Mo./ Day / Year

And Ending _____, _____, _____
Mo. / Day / Year

- ❖ Total number of life-threatening emergency response
- ❖ Percentage of life-threatening emergencies responded to within _____ number of minutes and seconds.

Or,

If the Proposer does not have experience managing and operating an emergency ambulance service that is required to comply with specified response times, it shall provide information that demonstrates a clear and convincing capability to implement and manage such a system. The Proposer should include its experience with flexible deployment practices and information about the steps, policies, procedures, training, equipment and management techniques that would be utilized upon award of the Agreement. Proposers who choose this option must provide sufficient detail regarding ramp up of operations, including capitalization and access to financial resources.

3. System Status Management (SSM)

Minimum: Proposer will demonstrate knowledge and understanding of the principles SSM and deployment necessary to achieve response time compliance.

4. Equipment and Supplies

Minimum: Proposer will describe its proposed supply and equipment inventory, including manufacturer and model numbers where appropriate.

Additional Commitment Offering: Proposer shall describe its integration with First Responders, including supply and equipment exchange.

5. Data Management and Security

Minimum: The Proposer will describe its ePCR system, policies for field personnel, training and proficiency of field personnel in ePCR and how the ePCR integrates with CAD.

Proposer will describe the security features of CAD and ePCR data including a “data lockbox”. This will include policies, procedures, hardware, software and process designed to ensure on-going integrity of the data.

H. Commitment to Clinical Performance

The Proposer’s level of clinical performance shall be specified by responding to each of the following items:

1. Clinical Credentials of Field Personnel

Minimum: Personnel composing every ambulance crew must be appropriately staffed for the provision of Advanced Life Support (ALS). Each ambulance shall be staffed with at least one (1) ALS provider and one (1) EMT-Basic.

A position and organizational chart should be included. The proposed job descriptions and the certification/licensure levels of personnel shall be provided. The Proposer should demonstrate its commitment to clinical excellence by including programs designed to respond to system clinical needs and to proactively enhance system clinical performance.

Additional Commitment Offering: Proposer may submit a plan for personnel to achieve advanced education and certifications in Incident Command System (ICS) Multi-Casualty Incident (MCI) management, Chemical-Biological-Radiological-Nuclear-Explosive (CBRNE) and other specialty technologies.

2. Quality Improvement

Minimum: The Proposer shall describe a comprehensive Quality Improvement program covering all aspects of the Proposer’s operations that it intends to utilize in the performance of the Agreement. The description of the program should include the type, frequency, and quantity of information that would be provided to the Medical Director and the SEMSC to support the system’s clinical oversight responsibilities.

The Proposer shall also address its approach for monitoring actual performance “in the field” (not just retrospective chart auditing), and how this approach will be integrated into the Continuing Medical Education aspect of the Quality Improvement program. The Proposer will describe its program for integration with First Response and volunteer agencies.

In addition, Proposer shall outline the internal quality improvement program that identifies deviation from medical protocols, incomplete and inaccurate patient information and opportunities for improvement.

Additional Commitment Offering: Proposer may propose a more advanced Quality Improvement Program and cite recent EMS authoritative text books and/or peer-reviewed literature to satisfy that its program is evidence-based. Proposer must relate the evidence-based approach to the High Performance EMS design.

3. Preceptor Program

Minimum: Preceptors, sometimes referred to as field training officers, are an integral part of an EMS system, serving as role models and facilitating Quality Improvement. The Proposer shall describe its commitment to providing mentoring preceptors, and its commitment to establishing mentor-protégé relationships between preceptors and field personnel. Educational qualifications of clinical preceptors shall support the objective of developing an ongoing field education staff.

Proposers shall describe the specific qualifications of its preceptors and the ongoing training preceptors will receive. The Proposer shall describe the specific responsibilities of the preceptor and the organizational relationship of the preceptor to the managers, supervisors and the Quality Improvement component.

Additional Commitment Offering: Proposer shall commit to a minimum ratio of on-duty preceptors and supervisors to field staff.

4. In-Service Training

Minimum: Outline programs for employees to retain required certification and meet or exceed state requirements for their respective positions.

Proposers shall describe continuing education and special classes to be offered to personnel including its organizational policies as to which programs are voluntary and which are required; discussion of clinical upgrade training to be utilized; and , training and continuing education to address ongoing operational and clinical activities.

Proposer shall describe the relationship of its Quality Improvement program to its training and in-service programs, and address its method for immediate education should a critical clinical or operational problem be identified by the Operational Medical Director or Executive director.

Additional Commitment Offering: Proposer may describe and offer an in-service training program superior to the minimum requirements, payment to

employees for attendance at in-service training program, and other incentives top enhance attendance. The Proposer may also describe its plan to introduce alternative methods for education that include computer-based onsite and/or distance learning.

5. Internal Staff Support for Clinical Component
Minimum: Describe the level, type and amount of staff support that the Proposer will utilize to facilitate optimal clinical oversight.

6. Research
Minimum: Proposer may establish norms aimed at shortening “at scene” and “at patient” status to early CPR and first shock, describing the process used for measuring effectiveness in ensuring the shortest times possible.

The Proposer may also describe a methodology for combining Communications Center data with field data to access and assess links in the “Chain of Survival” and the “First Hour Quintet.”

Additional Commitment Offering:

The SEMSC desires to contribute to the broader EMS community by participating in high-quality, scientifically valid out-of-hospital research endeavors. The Proposer shall describe its historical research activities, including publication in peer-reviewed journals, commitment to research within the Solano EMS System, and integration with multi-site research.

I. Commitment to Communications Center

Proposer shall propose Communications Center staffing, operating methods, and quality assurance which meet specified levels of performance by responding to each of the following items:

1. Credentials and Staffing of Dispatch Personnel
Minimum: EMT or equivalent, with appropriate training in flexible deployment. Each Proposer shall describe qualifications and training of personnel and include dispatch policies and procedures.
2. Quality Improvement
Minimum: Proposer shall describe and offer a program of ongoing internal Quality Improvement, including a process to ensure quality and accuracy of all aspects cited in the RFP Communications Center section, as well as other items the Proposer may choose to offer in its program.
Proposer will describe its method to link its Quality Improvement program for Communications with its Quality Improvement program for clinical.
3. Methods for Fine Tuning Deployment Plans

Minimum: Describe the process for developing deployment techniques to ensure ambulances are appropriately located by hour of the day and day of the week to respond to requests for service. The Proposer shall provide its initial deployment plan and expected results.

Proposers shall describe the procedures and processes used to modify and refine the deployment plan throughout the term of the Agreement. The description should include the individuals to be involved in the process, what factors will be considered and how often the processes will be utilized.

4. In-Service Training

Minimum: Education is necessary for employees to become proficient in communications positions. Proposer shall describe continuing education and special classes to be offered to personnel, including its organizational policies as to what programs are voluntary and which are required; descriptions of communications upgrade training to be utilized; and training and continuing education to address ongoing communications activities.

J. Commitment to Community Relations

Minimum: Proposer shall demonstrate a clear, consistent and verifiable history of positive and professional business relations in all aspects of operations (response, clinical billing and regulatory). “Thank you” letters are not sufficient for this requirement. Proposer should submit verifiable examples of cooperating with other entities where Proposer developed win-win solutions to problems. Proposer shall describe its proposed programs to enhance both the reality and perception of SEMSC’s excellence in service to the community.

The Proposer will also address how its program will identify and meet the community education needs of the following stakeholder groups:

- Patients and families;
- ED Physicians and Nurses
- Skilled Nursing Facilities
- Hospitals, Urgent Care Centers & Clinics;
- First Responder and Law Enforcement Agencies
- Schools and community groups

Proposal should include how it will monitor this program and provide feedback to the SEMSC.

The Proposer will describe a program to work with Community groups to encourage CPR training for the general public and to encourage Public Access Defibrillator deployment in buildings utilized by large numbers of citizens.

The Contractor will develop a method to sample patients transported with a consumer feedback survey. The Proposer will describe its sampling techniques and demonstrate the validity of those techniques. Surveys returned to the Contractor (good and bad) shall be reviewed and the results will be provided to the SEMSC.

K. Fleet and Equipment Maintenance Practices

Minimum: The Proposer shall completely describe its ambulance and EMS equipment maintenance programs, providing examples from current operations.

L. Administrative

Provision of Insurance

Minimum: Proposer shall provide evidence of ability to meet all insurance requirements described in the RFP.

Method of Providing Performance Security

Minimum: Proposer shall provide evidence to meet the required performance security requirements described in the RFP.

M. Plan for Takeover of Service Responsibilities

Minimum: Proposer's proposal shall provide the following information:

Initial and Ongoing Management Team

If Proposer anticipates use of an implementation management team which is different in composition from the permanent management team, Proposer shall describe the anticipated schedule of personnel assignments associated with such an implementation plan.

N. Cost & Revenue Forecasts

1. General Requirements

In this section all costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all proposers, the EMS Agency requires that information be provided in the format and with the level of completeness and detail specified herein.

From a costing perspective, and for the purposes of this procurement, ambulance service operations should be segregated into the following distinct areas: Dispatch Operations, Billing Operations, Response and Transport Operations, Fleet Management Operations and Administration. Proposals shall be constructed so that the costs of these areas are distinct, readily identifiable and can be compared between proposals. The cost contribution of each area should be traceable to a per call basis and support

any proposed rate structure. Start up costs should be distinguished from on-going costs. In Response and Transport Operations, Critical Care Transport should be costed separately since the billing rate is specific to this service. Costs should reflect the ability to meet the response standards. Also, Basic Life Support interfacility costs should be clearly and separately identified, and based on the response standards contained herein.

The EMS Agency requires all proposers to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the EMS Agency may clearly determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

All revenue sources must likewise be fully described. The EMS Agency assumes that patient care fees will be a major component of franchise financial stability and flexibility and must be consistent with volume-related cost projections. Proposers must identify all other revenue sources supporting their proposed budget, and must explain how these revenue sources will change as a result of this commitment.

Minimum: Each proposal must describe and document all costs and cost estimates necessary for providing services required by the franchise separating out costs and charges for alternatives.

Proposers must describe all revenue sources (direct and in kind) and document any sponsoring organization's commitment to franchise financing (if any) and the legal authority to continue this commitment throughout the term of the contract.

2. Other Financial Statements & Budget

In addition to the budget, a complete set of financial statements for the current and proposed operation shall be provided for all proposals. Three (most recent) consecutive years of financial statements shall be provided, of which one year shall be a fully audited financial statement and shall include the accountant's footnotes, if provided with the original audit. The remaining two years of financial statements shall be reviewed statements, as defined by the American Institute of Certified Public Accounts (AICPA). If a proposer does not have a fully audited financial statement, conducted within the past three years, it may submit a reviewed statement in its place.

Note: Reviewed statements, in lieu of an audited statement, may be subject to the limited interpretation that the statements offer. All financial documents should include at least the following:

- a. Current financial status:
 - 1) Balance sheets
 - 2) Profit & Loss statements, statements of revenues and expenditures;
 - 3) Statement of changes in financial position
 - 4) Last completed year cash-flow analysis (shown monthly), for existing ambulance operations only;
 - 5) Aged accounts receivable for ambulance revenues, and for other revenues expected to support ambulance services (if available);
 - 6) Listing of any loans to officers (business, personal or both, etc);
 - 7) Any lines of credit over \$25,000, with maturity, interest, annual payments identifying source and contact address;
 - 8) Briefly describe accounting, billing and payroll systems; and
 - 9) Describe any federal or state tax liabilities other than current payroll obligations.

All proposers should be aware that the documents requested will serve to confirm the soundness of their current financial position. The EMS Agency's intent is to award the franchise only to an organization demonstrating the financial capability to operate successfully.

3. Financing:
 - a. Capital Financing: Each proposer shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations for each proposal. It is each Proposer's responsibility to conclusively document the source, the availability of the capital and the firm commitment of the source or sponsoring agency, as appropriate.
 - b. Rate Adjustment: During the term of the franchise, the Contractor will be allowed an opportunity for annual inflation adjustments to the base and mileage rates to be effective one (1) year after the beginning of the franchise. No later than ninety (90) days prior to each such adjustment date, the Contractor must make a written request and then the EMS Agency will determine the percentage rate of inflation of the Consumer Price Index (CPI) for the Bay Area over the most recent twelve (12) month period. The EMS Agency will base its determination on published figures available at the time. Contractor may, at its option, increase its rates in amounts equal to or less than the weighted average of the following CPI factors:
 - 1). 40 percent of CPI-Transportation Index;
 - 2). 40 percent of the CPI-Medical Care Index; and
 - 3). 20 percent of the CIP-All items.
4. Revenue/Patient Charge System
EMS Agency requires all Proposers to use the same assumptions to allow equitable comparisons among the proposals. The proposers shall assume no

general County or EMS Agency subsidy for this procurement. It is the EMS Agency’s desire to encourage proposals that achieve a balance in service, cost and the subsequent fee charge. To that end, bidders who remain close to the suggested fee structure will receive high evaluation. The current and suggested fees for Solano County are listed below:

This RFP requires a well defined charge system which assures no “overcharging.” Patient charges are an expected element of the proposals. Some of the charges are fixed by this RFP. Other charges may be offered by the Proposers in their proposals, subject to approval and incorporation in the Contract with the SEMSC. In this section, each proposer shall state the charges that it proposes to set for its services and shall provide information justifying those charges. The list of charges and how they are set is as follows:

CATEGORY	Charge Assumption for Calculation
ALS Base Rate	Set by provider in proposal (current ALS rate is \$945)
BLS Emergency Base Rate	Set by provider in proposal (current emergency BLS rate is \$608)
CCT Base rate	Set by provider in proposal
Non-transport fee	Set by provider in proposal
Mileage	\$25.00 per loaded mile (suggested)
Oxygen	\$80.00 per call (suggested)

Minimum: In setting charges, each proposer must use the assumptions stated below, in order to allow equitable comparisons among various proposals. If a proposer believes that any of these assumptions would lead to charges that are too high or too low, the proposer may so state and should then explain what changes should be made to the assumptions or to the proposed charges, in order to set the charges at a more appropriate level. However, the charges fixed in this RFP for mileage, night charge and oxygen may not be changed. The assumptions to be made by each Proposer and other considerations that should enter into the setting of charges are as follows:

- a). Number of transports: This data has been provided for purposes of proposing and evaluation only and is not a guarantee of future system demand or revenue. No more results is made by the EMS Agency.
- b). Mileage: The mileage rate to be charged to patients is set at \$25.00 per loaded patient mile. An average of 8.5 transport miles shall be assumed for the budget required below.
- c). Base Rate: Separate ALS and BLS base rates are required. Assume that charges shall be consistent with the level of response provided to the patient.

- d). Non-transport rate: Proposers must propose a non-transport fee for circumstances where services are required and are provided at-scene but the ultimate transportation refused. Specific protocols should accompany the proposal.
- e). Oxygen: Assume 60 percent of all calls require oxygen at \$70.00/per call.
- f). Assignment: All proposers must agree to accept assignment from Medicare and Medi-Cal.
- g). Average Charges: Each Proposer shall calculate the average charge per call that would occur if the charges set by this RFP and the charges proposed were implemented. The computation must use standard formulas for such computation and must use the assumptions set forth above regarding call volumes and frequency of the various charges. Do not include any charges at the hourly standby rate in computing this average. The computations must be set forth in this section.

5. Other Financial Information

In this section, each Proposer may submit any other financial information that they consider relevant.

All financial information contained in the proposal shall be considered confidential and proprietary to the proposer. Proposers should submit all required financial information in a separate, sealed manila envelope clearly marked with the RFP Section numbers that the Proposer is responding to, and clearly mark the envelope "CONFIDENTIAL."

VI. POST BID REVIEW AND PROTEST

A. Debriefing

A debriefing shall be held before the award of the contract upon the timely request of an unsuccessful proposer for the purpose of receiving information concerning the evaluation of the proposer's proposal. The request must be in writing, dated, signed either by the proposer or a legally authorized individual on behalf of the proposer and be received by the Solano County EMS Agency at 275 Beck Ave MS 5-240 Fairfield, Ca. 94533 within three (3) working days following the Notice of Intent to Award by the SEMSC Board. Each requesting proposer will be allotted a maximum of one hour for any debriefing conference. The information provided by the EMS Agency will be based on the factors leading to the recommendation and selection of the apparent successful proposer. The debriefing may be held, in the discretion of the EMS Agency, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements or the selection criteria. The debriefing procedure provided herein to all requesting unsuccessful proposers to the Board's decision is the administrative means of receiving information upon the respective proposer's evaluation and preliminary challenging the award of the Contract.

B. Protest

The protest process is made available in the event that an unsuccessful Proposer cannot reach agreement with the EMS Agency after undergoing the debriefing process described herein above. Only non-successful Proposers may file a protest. The non-successful Proposer may submit a protest challenging the award of the Contract by submitting a Letter of intent to Protest as described below.

C. Submission of a Protest

Should an unsuccessful proposer believe the proposal evaluation process was not followed, the appealing proposer may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the proposer or an individual authorized to sign contracts on behalf of the protesting proposer, and contain a statement of all of the reason(s) for the defect in the process on which the protest is based. The unsuccessful Proposer must provide facts and evidence to support the protest.

Protest(s) must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

Solano County EMS Agency
275 Beck Ave MS 5-240
Fairfield, Ca. 94533
Attention: Michael Frenn

All protests of the EMS Agency's award decision must be received by the EMS Agency no later than seven (7) calendar days following the SEMSC Board's decision to award a contract. Protests received after this time will not be considered. All protests must:

1. Document the date and action taken resulting in a protest
2. Identify the material issue, including a detailed explanation of the basis for the protest and the remedy sought.

Protest Procedures

A proposer filing a protest must following the procedures set forth herein. By submitting a "Letter of Intent to Protest," the proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the proposer under this RFP.

Upon receipt of the formal protest, the EMS Agency Administrator will attempt to resolve the protest. The Administrator will convene, at the earliest convenience, discussions between the protesting party and seek informal resolution and/or to clarify the issues. Within thirty (30) calendar days following receipt of the protest letter, the Administrator shall provide a written decision to the protesting party by facsimile. The decision of the Administrator shall be deemed final as of the date it is transmitted to the protestor unless this decision is appealed to the SEMSC Board of Directors.

Upon exhaustion of the protest procedures described herein, no additional administrative recourse will be available.

D. Stay of Procurement Action During a Protest

The EMS Agency shall not proceed with negotiations or awarding a contract while a protest is pending.

E. Remedies Prior to Award

If prior to award it is determined that a solicitation or proposed award of a contract is in violation of these policies and procedures, then the solicitation or proposal award shall be either:

1. Canceled; or
2. Revised to comply with these Policies & Procedures.

F. Remedies After an Award

If after an award it is determined that a solicitation or award of a contract is in violation of these policies and procedures, then:

1. If the contractor has not acted fraudulently or in bad faith:
 - a). The contract may be ratified and affirmed, providing it is determined by the EMS Agency that doing so is in the best interest of the EMS Agency; or

b). The contract may be terminated.

2. If the person awarded the contract has acted fraudulently or in bad faith:

a. The contract shall be declared null and void.

G. Documentation

A formal, public record of all protests and dispute resolutions shall be maintained by the EMS Agency.

ATTACHMENT 1

INVESTIGATIVE AUTHORIZATION – INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide Emergency Ground Ambulance Services to Solano County 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 determined relevant by the Solano County EMS Agency or its agents, such as, but not limited to, the character, reputation, competence of the entity’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 EMS Agency, 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 _____, 2008, before me, the undersigned, a Notary Public in and for 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 he/she executed the same as his/her 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

Notary Public Seal
Commission Expiration Date

ATTACHMENT 2
INVESTIGATIVE AUTHORIZATION – ENTITY

The undersigned entity, a prospective Contractor to provide Emergency Ground Ambulance Service for Solano County recognizes that public health and safety requires assurance of safe, reliable and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the Solano County EMS Agency, or its agents. The entity specifically agrees that the Solano County EMS Agency or its agents may conduct an investigation for the purpose into, but not limited to the following matters;

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership or key personnel which might reasonably be expected to influence the Solano County EMS Agency's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings 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 entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity 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 ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ATTACHMENT 2 (Continued)
INVESTIGATIVE AUTHORIZATION – ENTITY

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2008, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity.

In WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year last above written.

Notary Public

Notary Public Seal
Commission Expiration Date

**ATTACHMENT 3
REQUEST FOR AUTHORIZATION OF FINANCIAL STABILITY**

The undersigned entity, a prospective Contractor to provide Emergency Ground Ambulance Service for the Solano County EMS Agency Exclusive Operating Area recognizes that public health and safety requires assurance of safe, reliable and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by Solano County EMS Agency or its agents. The entity specifically agrees that Solano County EMS Agency or its agent may conduct an investigation for the purpose of evaluating the financial stability of the entity. This authorization expires six (96) months from signature date.

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

Date	Entity Name
	Authorized Representative (Signature)
	Authorized Representative (Printed)
	Title (Printed)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2008, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity.

In WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year last above written.

Notary Public

Notary Public Seal
Commission Expiration Date

SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a.) The dangers of drug abuse in the workplace;
 - (b.) The person's or organization's policy of maintaining a drug-free workplace;
 - (c.) Any available counseling, rehabilitation and employee assistance programs; and
 - (d.) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a.) Will receive a copy of the company's drug-free policy statement; and
 - (b.) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

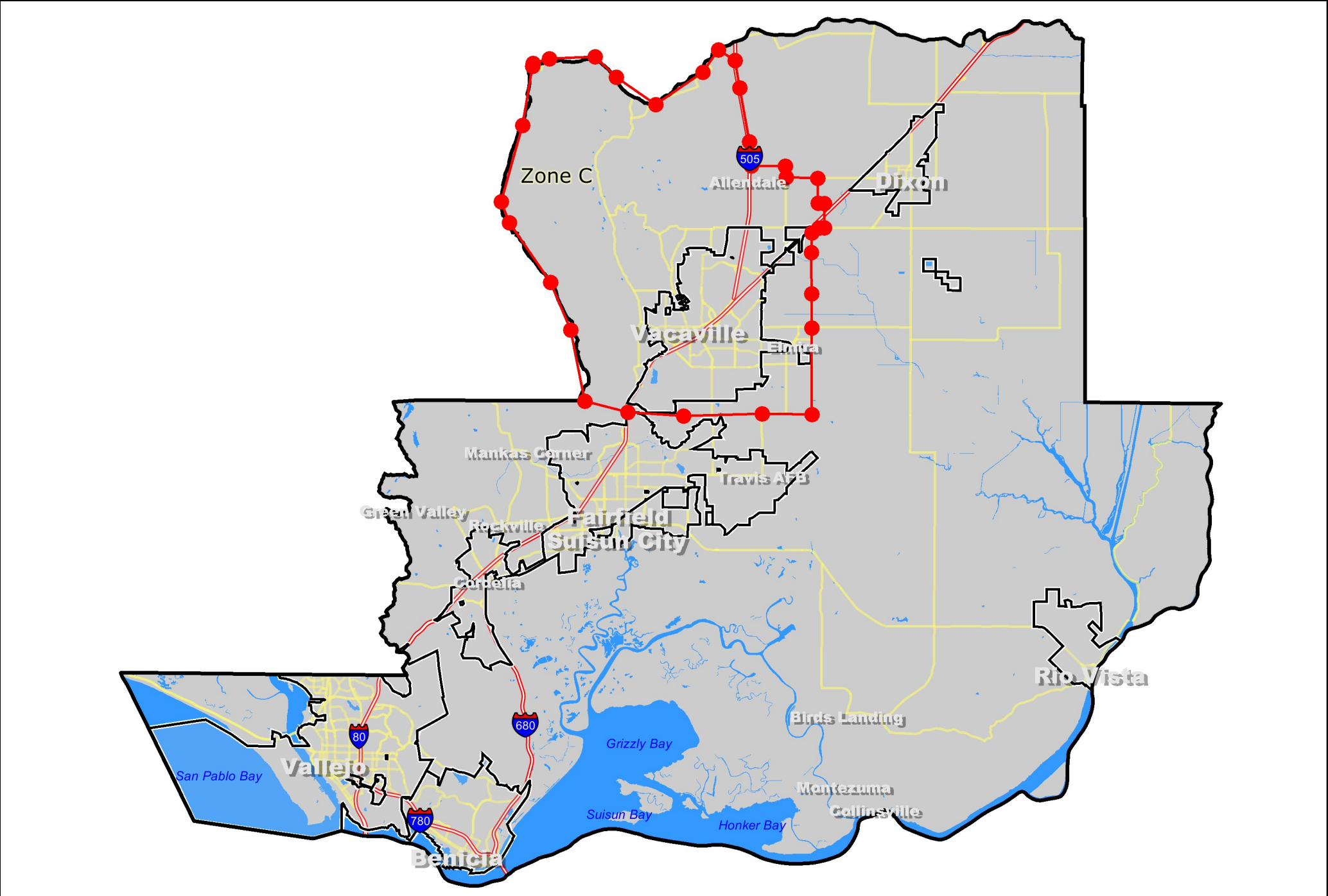
I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME _____ TITLE _____

DATE EXECUTED _____ EXECUTED IN THE COUNTY OF _____

CONTRACTOR OR GRANT RECIPIENT SIGNATURE _____ TITLE _____

FEDERAL I.D. NUMBER _____





YOLO/SOLANO AQMD

Solano County

Montezuma Fire District

Rio Vista
City of Rio Vista

Isleton

River Delta Fire District

San Joaquin County

BAY AREA AQMD

Pittsburg Fire District

Delta Fire Protection District

Pittsburg

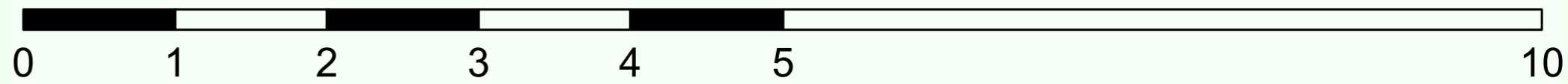
Antioch

Oakley



Bethel Island

Miles



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