

Yolo County Emergency Medical Services Agency



Request for Proposals

RFP# YEMSARFP2013

Issued July 1, 2013

**Emergency Ambulance Services,
Advanced Life Support and Critical Care Transport**

Proposal Due Date:

September 6, 2013

4:00 p.m. PDT

Submit Proposals Online via BidSync and Hard Copies to:

Jill Cook, MS, RN, PHN, Health Director

Yolo County Health Department

137 North Cottonwood Street, Suite 2100

Woodland, CA 95695

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SECTION I. INTRODUCTION

A. RFP Overview

Yolo County is a political subdivision of the State of California. State law, Health and Safety Code Section 1797.224, confers on the County’s Local Emergency Medical Services Agency (LEMSA) the authority to designate exclusive operating areas (EOAs) and to select its Emergency Ambulance Service providers through a competitive process. Yolo County (County) has designated its County Health Department as its LEMSAs, effective July 1, 2013. The Yolo County EMS Agency (YEMSA) is conducting this procurement and is seeking a qualified and experienced provider to furnish emergency ambulance, advanced life support transport (ALS) services and critical care transport (CCT) services as set forth in this Request for Proposals (RFP). The terms “County” and “YEMSA” are used interchangeably throughout this RFP.

Each Proposer shall submit a written Proposal, in a digital format through the Bidsync system, setting forth the Proposer’s qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP. Proposals must be organized to address each of the items and in the exact order shown in the “Mandatory Proposal Format” in Appendix A. The outcome of this RFP process will be the selection of a single Contractor with whom the County will negotiate an exclusive, performance-based contract (Agreement) for the provision of the services described in this RFP.

B. Scope of Services

The County will enter into an exclusive Agreement with the selected provider to furnish the following types of services:

- 1) Emergency Ambulance Services, including:
 - a. All calls originating in Yolo County through the 911 system
 - b. All calls originating in Yolo county through a seven-digit number or other means
- 2) ALS services, as defined in Health and Safety Code Section 1797.52, including all ALS interfacility transports originating in Yolo County.
- 3) CCT services, which shall, for purposes of this RFP and Agreement, confirm to the definition of “Specialty Care Transport” as defined in 42 CFR 414.605

The performance expectations set forth in this RFP and the performance commitments set forth in the selected Proposal will be incorporated in the Agreement as mandatory performance standards.

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The services provided by the Contractor under the Agreement shall be furnished without a subsidy by the County.

C. Agreement Term

The initial term of the Agreement will be for the five (5) year period, projected to begin on or about February 1, 2014, and continuing through January 31, 2019. There will be an option for the extension of the Agreement by the mutual agreement of the County and the Contractor for one additional period of up to five (5) years. The County reserves the right to modify the commencement date and/or term of the Agreement if it becomes necessary due to unforeseen or unscheduled delays in the RFP process and/or in the negotiation of the Agreement with the selected Contractor.

D. Policy Goals of the Procurement

The County's goals in the conduct of this procurement process are to (1) promote public health and safety by preventing the loss of life, (2) minimize the physical pain of patients, (3) reduce the costs associated with catastrophic injury or illness, (4) ensure good value in return for the investments of the customer and the community, and (5) control costs while providing high-quality emergency medical services and ambulance transportation to patients.

To achieve these overarching goals, YEMSA is working to promote a quality EMS system that includes the following essential elements:

- Prevention and early recognition
- Bystander action/system access
- Medical dispatch and pre-arrival instructions
- First response services
- Emergency ambulance transport services
- Medical control
- Receiving facility interface
- Quality improvement

This RFP also sets forth performance standards for ambulance response times in identified zones within Yolo County. Response time measurement, compliance and enforcement will be an essential component of this RFP and a vital element in the award of the contract. Response zones set forth in this RFP are based upon the Yolo County *EMS Assessment Report*, performed in August 2012 by the consulting firm Fitch & Associates. In addition, the effective delivery of emergency medical services in a post-reform healthcare system will require the highest standards of legal compliance, ethics and integrity on the part of the County's

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contracted ambulance provider, and, accordingly, this RFP contains standards and requirements regarding these critical areas of operations and management.

Yolo County is conducting a competitive process for the provision of Emergency Ambulance Services, according to the California EMS Act and the Health and Safety Code, Division 2.5, available at www.emsa.ca.gov. The County will exercise its responsibilities for emergency medical services (EMS) planning, coordination and oversight with regard to EMS in Yolo County, while affording the Contractor flexibility in managing its day-to-day operations. This model is intended to promote high-quality clinical care, efficiency, economy, reliability, and operational and financial stability.

E. Fees

YEMSA has established a fee schedule for the submission and consideration of proposals pursuant to this RFP process. Payment of the prescribed fees is a condition precedent for the consideration of any Proposal. A Proposal shall be deemed to be non-responsive and ineligible for consideration if it is not accompanied by the required fee, or in the event that any required payment is dishonored by the payer's financial institution. All payments must be made to "County of Yolo" and be in the form of a cashier's check, certified check or bank check. All payments made hereunder are non-refundable, regardless of whether the RFP process results in the award of a contract.

Proposal Submission Fee: \$10,000

This one-time fee is payable by all Proposers and covers the County's costs in reviewing and evaluating Proposals pursuant to this RFP. The fee must accompany each Proposal submitted.

Contract Award Fee: \$100,000

This one-time fee is payable only by the entity selected for contract award by the County at the conclusion of the RFP evaluation process. This fee covers the County's costs in negotiating with the selected Proposer and preparing and executing a contract. The fee is payable within fifteen (15) days of the date of the County's Notice of Intent to Award. In the event that the County and the selected provider are unable to negotiate a satisfactory agreement and terminate negotiations, the Contract Award Fee shall be payable by any subsequent provider selected to enter into negotiations with the County.

Annual Franchise Fee \$300,000

This annual fee is payable only by the entity with which the County enters into a contract. The fee covers the County's costs in administering the contract, overseeing the contractor's compliance, quality assurance activities, performance-monitoring and related tasks. The fee is payable within fifteen (15)

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days of the date the contract is executed, and within fifteen (15) days of the anniversary date of each subsequent year during the term of the contract, including any renewals.

F. Disclaimer and Release

YEMSA makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, number of patients or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models and operational plans and proposals.

By submitting a Proposal and/or entering into a contract with the County, each Proposer, for itself and its partners, shareholders, employees, agents, parents, subsidiaries, related entities, hereby forever releases and discharges the County/YEMSA and its employees, agents, consultants and attorneys from any and all claims, demands, lawsuits, liability or damages of any kind that may arise in conjunction with this RFP process, evaluation, selection or contract, except for the process and remedies specifically provided in this RFP.

SECTION II: THE YOLO COUNTY EMS SYSTEM

A. Yolo County Demographics¹

The County has a total area of approximately 1,021 square miles and has an estimated population of 202,054 people. The population centers of the County, which together comprise approximately 87% of the County’s population, are found in Table 1 below.

Table 1: Yolo County Population Centers	
City	Population (2010)
Davis	65,622
City of Woodland	55,468
City of West Sacramento	48,744
City of Winters	6,624

The remaining 13% of the County’s population, approximately 26,267 people, live in the unincorporated areas of the County. Population in the County grew approximately 19% between 2000 and 2010.

According to the Census Bureau, approximately 10% of Yolo County’s population is over the age of 65. The median household income in the County is approximately \$55,798, which is below the state median. It is estimated that 18.4% of the County’s residents have incomes below the Federal Poverty Level (FPL). An estimated 36% percent of individuals earn incomes less than 200% of FPL. The highest percentages of individuals living below 200% of FPL are in Dunnigan, Knights Landing, Zamora, Madison, Woodland and Davis.

Major employers in the County are UC Davis, Cache Creek Casino Report, the State of California, the United States Postal Service, Yolo County, Raley’s, Woodland Healthcare and Wal-Mart, among others.

B. Exclusive Operating Areas (EOAs)

Yolo County is currently operated as a countywide EOA, except for the area covered by the Winters Fire Protection District. However, this RFP and the resulting Agreement will make the entire County exclusive. Accordingly, Proposers shall submit a single Proposal for an Exclusive Operating Area (EOA) that encompasses the entire County of Yolo. Through submission of its EMS plan and the implementation of this competitive process, YEMSA is establishing a countywide EOA, including the Winters Fire Protection District, which was

¹ Derived from U.S. Census Bureau Data, 2010 ACS 1-year estimates.

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previously non-exclusive. YEMSA hereby establishes one new Exclusive Operating Area for Emergency Ambulance Services as defined in Division 2.5, Section 1797.85 of the Health and Safety Code. Proposers must agree to provide the services referred to above for the entire County without any qualification or variation other than as expressly set forth in this RFP. Exclusive operating areas are defined in Division 2.5, Sections 1797.85 and 1797.224 of the Health and Safety Code and are established for the provision of Emergency Ambulance Services and advanced life support.

C. Overview of the EMS System

Yolo County has three public safety answering points (PSAPs) within the County. These are located at the Davis Police Department, University of California at Davis, and Yolo Emergency Communications Agency (YECA). The incumbent ambulance contractor provides the medical dispatch of ambulances and receives notification of requests to respond from the various PSAP's via direct telephone communications. The PSAPs and the incumbent ambulance contractor utilize different technology to manage their dispatch information. These computer aided-dispatch (CAD) programs are not compatible with each other and interface is difficult. YECA is in the process of replacing its CAD system, including a provider interface component, though that system is not expected to be in place at the inception of the Agreement. The various agencies have the capabilities to communicate with each other through the radios using fire frequencies and specialized Medical/Health interoperability frequencies or landline contacting an agency one at a time. The primary means of communication between the PSAP's and the incumbent ambulance provider are drop-down lines established expressly for this purpose.

First response services are provided by a number of paid and volunteer fire agencies in Yolo County. Most first response services in the County are at the BLS level with AED capabilities. The Yocha Dehe Wintun Nation provides ALS first response.

There are two hospitals located in Yolo County, Woodland Healthcare and Sutter-Davis Hospital. Both are described as community hospitals that have historically provided medical direction to field EMS crews. Patients requiring specialized services such as a STEMI, burn, or trauma care must be transferred to designated facilities in Sacramento or Solano counties.

Emergency Ambulance Service, except in the Winters Fire Protection District, has been furnished by a single provider under contract with the previous EMS agency (Sierra-Sacramento Valley EMSA, or "SSVEMSA"). That provider was deemed by SSVEMSA to qualify for "grandfathering" under Section 1797.224 of the Health and Safety Code, and SSVEMSA elected to form exclusive areas utilizing a grandfathered provider, an option afforded to it under Section 224.

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On July 1, 2013, the Yolo County Health Department assumed responsibilities as the Local EMS Agency for Yolo County. Accordingly, SSVEMSA has two options for providing EMS after that date: (1) enter into an interim contract with the incumbent provider, American Medical Response, to continue providing exclusive ambulance services in Yolo County, except for the Winters Fire Protection District, beginning July 1, 2013 and remaining in effect until the effective date of a new contract between Yolo County and the Contractor selected as a result of this competitive procurement process, or (2) declare an “open market” until the new Contract is put into place following this competitive procurement process.

D. Local EMS Agency Responsibilities

It is YEMSA’s responsibility to:

- Select and enter into an Agreement with the Contractor;
- Provide contract administration and management services for the Agreement;
- Monitor the EMS system’s performance and compliance with the performance based specifications applicable to the Contractor;
- Commit to the continued collaboration to provide high quality first response service on life threatening incidents;
- Provide medical direction for the system;
- Develop and modify EMS system protocols and procedures;
- Contract with base hospitals to provide on-line medical control; and
- Secure or provide, in the event of Contractor’s default, an alternative EMS delivery system.

E. Yolo County EMS System Improvements

The Yolo County EMS system continues to evolve. In 2012, the EMS consulting firm Fitch & Associates issued its assessment of the County’s EMS system, which included numerous recommendations regarding performance, response times, quality and accountability. Many of those recommendations are incorporated into this RFP, and will be incorporated into the final Agreement with the Contractor. Some of the recommendations being incorporated in this procurement process include:

- Contractor participation in a system-wide quality management program in accordance with standards developed by YEMSA
- Establishment of defined performance standards, with consequences for noncompliance set forth in this RFP and the Agreement
- Contractor implementation of required activities for public education, prevention programs, joint training, communication, and regular

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reporting requirements to the County, municipalities and stakeholder agencies

- Contractor requirement to electronically transfer patient care report information to the receiving facilities in a format that can be incorporated in the patient’s electronic health record at the facility
- Contractor requirement to adhere to an agreed rate schedule for ambulance services as set forth in the Agreement, and to implement rate increases only as set forth in the Agreement
- Contractor requirement to meet defined response time standards as set forth in this RFP, and adhere to a penalty structure for response time noncompliance

F. Relevant Information Regarding Service Areas

1. Call Volume

According to the incumbent provider, emergency call volumes for the years 2008 – 2012 are set forth below.²

Table 2 - Emergency Responses by Year, 2008-2012	
Year	Emergency Responses
2008	12,364
2009	12,434
2010	12,391
2011	12,933
2012	14,453

² Proposers should note that these data were furnished by the incumbent provider, which is the exclusive provider of Emergency Ambulance Services for all of Yolo County except for the City of Winters, though the incumbent provider does furnish some of the service in the City of Winters. The County makes no representation as to the accuracy of these data.

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2. Current Ambulance Service Rates

The current rates charged by the incumbent provider are as follows:³

Table 3 - Current Ambulance Rates	
Service Level	Charge
BLS Non-emergency	\$ 854.17
BLS-Emergency	\$1,534.16
ALS-Level 1 Emergency	\$1,534.16
ALS-Level 1 Non-emergency	\$1,534.16
ALS-Level 2	\$1,534.16
Critical Care Transport	\$3,690.98
Loaded Mileage (per mile)	Not provided

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³ These data were supplied by the incumbent provider and the County makes no representation as to their accuracy.

3. Payer Mix

Based on publicly-available data, approximately 23% of the Yolo County population is estimated to be underinsured or uninsured. This includes an estimated 11.8% of individuals without health insurance, and 11.4% of the population on Medicaid as of 2010.⁴

Though payer mix data from the provision of prehospital Emergency Ambulance Services are not being made available by the incumbent provider, payer mix data from emergency department visits in Yolo County are included in the following table.⁵

Table 4 - Yolo County Payer Mix – Emergency Department Visits – 2006 – 2010						
Payer Source	2006	2007	2008	2009	2010	Avg Annual % Change
Medicare	16.1%	16.0%	16.6%	16.7%	16.9%	1.3%
Medi-Cal	24.6%	25.5%	27.1%	28.3%	29.0%	4.3%
Private	42.3%	41.7%	39.7%	38.7%	38.4%	-2.4%
Self Pay	13.0%	12.8%	12.9%	13.5%	13.1%	0.1%
Other Non-Federal	1.8%	2.1%	2.6%	2.0%	1.7%	-2.3%
Other	2.2%	1.8%	1.2%	0.8%	0.9%	-21.0%

Proposers are reminded that the effect of the Federal Affordable Care Act in states that elect to voluntarily expand their Medicaid programs, as it appears the State of California will do, will be to increase the proportion of Medi-Cal patients in the payer mix. It is projected that the percentage of Yolo County residents in the Medi-Cal category will rise to 20.9% in 2014, and that the “uninsured” category will decrease to 4.1% from pre-ACA levels.⁶

⁴ U.S. Census Bureau, 2010 ACS 1-Year Estimates

⁵ OSHPD Emergency Department Encounters, County Frequencies by Patient County of Residence, 2006-2010, as contained in *Sacramento Region Health Care Partnership Market Analysis*, the Abaris Group, 2012.

⁶ MCIC Chicago.

SECTION III. PROCUREMENT INFORMATION

A. Performance-Based Agreement

The result of this procurement will be the award of a performance-based contract. The Agreement will require the Contractor to achieve and maintain high levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not suffice to meet the requirements of the Agreement with respect to prescribed performance requirements. Failure to meet specified service standards will result in financial penalties and may lead to termination of the Agreement.

The essential areas where performance must be achieved include:

- Ambulance response times;
- Ambulance equipment and supply requirements;
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure;
- Clinical performance consistent with approved medical standards and protocols;
- Comprehensive quality improvement activities and results;
- Sound financial and compliance performance in adherence to applicable state and federal laws pertaining to healthcare billing and payment;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

B. Notice to Proposers

The issuance of this RFP does not commit YEMSA to accept proposals, complete the selection process, award a contract, or pay any costs incurred in the preparation of a Proposal responding to this RFP. YEMSA reserves the right to accept or reject any or all Proposals received as a result of this RFP at any point in the procurement process, to negotiate with qualified Proposers regarding any term of this RFP or the Agreement, to restructure any system design element, standard or specification, or to cancel the RFP in whole or part if YEMSA, in its sole discretion, so determines.

The California Public Records Act (“CPRA”), Government Code Sections 6250, *et. seq.*, presumes that all records held by government are accessible to the public unless expressly made exempt from disclosure. The CPRA defines public records as any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The CPRA also provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

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YEMSA cannot guarantee that any information submitted in response to the RFP will be confidential. If YEMSA receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the Proposal. If a Proposer believes that a portion of its Proposal is confidential and notifies YEMSA of such in writing, YEMSA may, as a courtesy, attempt to notify the Proposer of any request for the Proposal. However, it would be the sole responsibility of that Proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure. The Proposer understands that YEMSA is not responsible under any circumstances for any damage caused by disclosure of any Proposal information. Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against YEMSA that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be inspected.

C. Non-Collusion

Each Proposer must use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Agreement. As used here, "methods" includes, without limitation, compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organization's strategies and activities.

Proposers may not collude with any other potential Proposers with regard to the submission or non-submission of any Proposals, unless two or more entities are proposing to provide services within a bona fide joint venture arrangement. All Proposers must execute a Non-Collusion Affidavit, in the form set forth in Appendix B, and include it with their Proposal.

If the County determines, in its sole judgment, that any Proposer engaged in collusive behavior, the County may disqualify the Proposal and/or terminate the Agreement at any time such conduct is discovered.

D. Procurement Time Line

The Procurement Time Line is as follows. Any changes to the Procurement Time Line will be published on the YEMSA website and organizations requesting the RFP will be notified by YEMSA of any changes to the Procurement Time Line. The County reserves the right to modify this Time Line in its sole discretion.

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YEMSA Procurement Time Line

RFP Issued	July 1, 2013
Questions Due	July 12, 2013
Proposers Conference	August 2, 2013
Proposals Due	September 6, 2013
Proposal Review Period	September 9 – October 4, 2013
Notice of Intent to Award	October 25, 2013
Negotiation Period	October 28 – December 31, 2013
Protest Deadline	November 1, 2013
Agreement Effective	February 1, 2014

E. Procurement Process

1. Pre-proposal Process

Questions regarding this RFP should be submitted in writing to:

Hoa Tan
Health Department Program Manager
137 North Cottonwood Street, Suite 2601
Woodland, CA 95695
hoa.tan@yolocounty.org

Questions or requests for clarification regarding the RFP will be accepted until 4:00 p.m. PT on July 12, 2013.

2. Mandatory Proposers' Conference

A Proposers' Conference will be held on August 2, 2013 at 9:00 a.m. at the following location:

Yolo County Health Department
Walker/Thompson Conference room (1st floor)
137 North Cottonwood Street
Woodland, CA 95695

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All written questions received from potential Proposers, along with YEMSA responses, will be distributed to all attendees of the Proposers' Conference. Any changes or clarifications to the Request for Proposal made following the Proposers' Conference will be distributed to all potential Proposers who attend the Proposers' conference. The Proposers' conference is mandatory. Proposers who do not send a representative to the Proposers' Conference will be disqualified from further consideration.

3. Proposal Submission

Proposals must be submitted in two ways for the Proposal submission to be deemed to be complete.

a) Electronic Submission Through BidSync

Each Proposer must log into www.bidsync.com and create a free account in order to view and download the RFP. Bids must be electronically submitted through BidSync by **4:00 p.m. Pacific Time on September 6, 2013.**

b) Hard Copy Submission

In addition to the required BidSync submission, each Proposer must submit one (1) original and ten (10) copies of its Proposal by **4:00 Pacific Time on September 6, 2013 to the address mentioned below.** Please note that this is not a postmark deadline, this is the deadline by which all proposals must be **received** by the County. A USB flash drive of the Proposal and attachments in Microsoft Word or PDF format shall accompany each Proposal. Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled Yolo County EMS Procurement and the Proposer's name. One (1) original and ten (10) copies of the required financial documents and Price Sheets shall be included in the sealed container but placed in a separate, sealed envelope marked with the Proposer's name and labeled "Financial and Pricing Submissions."

c) Untimely Proposals

Any Proposals received after the deadline will not be considered. For purposes of this provision, "received" means that the Proposal has been received **both** electronically via BidSync pursuant to a) above and that the hard copies have been received pursuant to b) above.

d) Withdrawal of Proposals

Proposals may be withdrawn by the Proposer any time prior to the Proposal submission deadline of 4:00 p.m. Pacific Time on September 6, 2013. Withdrawal of Proposals must be in writing and received by the individual designated for receipt of Proposals as noted in e) below prior to the Proposal submission deadline. After this deadline, no Proposal may be withdrawn for a period of 120 days.

e) Delivery of Hard Copy Proposals

Proposals shall be delivered to:

Jill Cook, MS, RN, PHN
Yolo County Health Department
137 North Cottonwood Street, Suite 2100
Woodland, CA 95695
(530) 666-8550

4. Public Proposal Opening

All Proposals received shall be publicly opened and announced on September 9, 2013 at 9:00 a.m. at:

Yolo County Health Department
Walker/Thompson Conference Room (1st Floor)
137 North Cottonwood Street
Woodland, CA 95695

The name of each Proposer will be recorded and read aloud to the persons present. The contents of the Proposals shall not be reviewed or disclosed at the public opening.

5. Additional Proposer Responsibilities

At any time following the opening of Proposals, YEMSA may request a Proposer to provide additional information or documentation regarding its Proposal. Proposers will also be requested to make a formal oral presentation to the proposal review panel (the Review Panel) or to respond in person to questions from the panel. Such requests must be fulfilled by the Proposer or its Proposal may be rejected.

F. Proposal Instructions

1. Proposal Format

Proposals should be concise and directly respond to the required information in this RFP. To facilitate the evaluation process, Proposals shall be limited in size. The entire Proposal and exhibits shall be contained within two (2) two-inch, three-ring binders. One binder shall contain the narrative (Proposal Narrative) and the second the exhibits (Proposal Exhibits). Excepted from these restrictions are any information submitted in response to Sections IV (A) 4 and 5, below (dealing with Government Investigations and Litigation, respectively).

The Proposal Narrative shall adhere to the following specifications:

- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than 1 ½ lines;
- Single sided page printing;
- Standard 8 ½" by 11" paper;
- Pages must be numbered sequentially; and
- Pages are limited to 250 pages per binder excluding title page, table of contents, and dividers

All attachments and exhibits shall be inserted in the second binder. Each exhibit and attachment shall be labeled and referenced in the narrative.

2. Required Proposal Format

a) Mandatory Table of Contents

The Proposal Narrative shall respond to each topic listed in the Mandatory Table of Contents in the exact sequence that the topics appear in the Mandatory Table of Contents. The Proposal must utilize the stipulated section and heading titles and numbering set forth in the Mandatory Table of Contents. The response to each item must contain all of the information that the Proposer is providing with respect to that topic. The response may incorporate by reference information contained in the Proposal Exhibits, but may not incorporate by reference any information contained in other portions of the Proposal Narrative. With the exception of information appearing in a Proposal Exhibit that is expressly referenced in a response, information not set forth in the portion of the Proposal Narrative clearly identified as responding to a specific topic on the Mandatory Table of Contents may be disregarded in the rating of the Proposal. Reviewers

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may disregard information submitted in the Proposal if it is not included in the mandated location defined by the Mandatory Table of Contents.

b) Required Proposal Sections

The Proposal Narrative shall be divided into the following five sections.

Section I - Executive Summary

Section II – Submission of Required Forms

Section III - Qualifications

Section IV – Core Requirements

Section V – Competitive Criteria

Proposals shall provide all information requested in this RFP in the order that it is requested.

G. Proposal Evaluation Process

1. Proposal Review Panel

The Proposal review process shall be managed by YEMSA. A multi-disciplinary panel of seven (7) disinterested individuals with knowledge and/or experience in EMS shall be selected by YEMSA as the Review Panel to evaluate and rank Proposals. “Disinterested” for this purpose means that neither the individual nor a direct family member may have a financial and/or employment relationship with any Proposer. Meetings of the Review Panel will be closed to the public. The Review Panel may request assistance in the process, including attendance at the meeting, by County staff and/or consultants. The outcome of the deliberations of the Review Panel shall be submitted to the Director of the County Health Department (Director). The Director shall review the submission and may consider any and all other pertinent information.

To assure a fair process, members of the Review Panel will be instructed to avoid discussing any Proposal or the RFP process with any Proposer or other individual not present during the evaluation prior to the conclusion of the RFP process. Until the outcome of the deliberations of the Review Panel has been submitted to the Director, Proposers shall avoid any communications regarding Proposals or the RFP process with any member of the Review Panel outside of the formal

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procurement process during the period commencing at the time the identity of the members of the Review Panel is announced until the outcome of the Review Panel's deliberations has been submitted to the Director. The names of the Review Panel members will not be disclosed prior to the RFP submission deadline. If it is determined that a Proposer attempted or had such precluded communications, Proposer's Proposal may be disqualified.

2. Proposal Review Process

The proposal evaluation process will encompass three stages.

a) Responsiveness Review

The Review Panel will review the documentation provided in each Proposal to determine if the Proposal conforms to all of the procedural and formatting requirements of the RFP, including the submission of the required forms and documents. In addition, this review will determine if the Proposal meets the Minimum Qualifications. Each criterion identified in the Minimum Qualifications will be scored on a pass/fail basis. If the Review Panel identifies a Proposal that does not conform to the procedural or formatting requirements of the RFP, or meet Minimum Qualifications, the Proposal or Proposals not meeting all such requirements will be referred to the Director for final determination.

Proposals that, in the judgment of the Director, do not meet the minimum requirements for experience, qualifications, and financial capabilities will be considered unresponsive and disqualified.

b) Core Requirements Review

The Review Panel will then review the documentation in the Proposals related to the Core Requirements. The Proposals must include an affirmative statement agreeing to each Core Requirement without qualification. If any Proposer fails to include affirmative agreement to the Core Requirements or with the Minimum Requirements listed in Section VI, the Review Panel will refer the nonconforming Proposal or Proposals to the Director for final determination. If the nonconformance is deemed material in the sole determination of the Director, the Proposal will be considered unresponsive and disqualified.

c) Competitive Criteria

The Review Panel will then evaluate, compare, and score the Competitive Criteria. The responses to the Competitive Criteria set forth in the Proposals shall be reviewed and rated as follows:

- Each member of the Review Panel shall read each Proposal prior to the convening of the panel.
- The Review Panel will convene and be provided with an overview of the review and rating process.
- The information provided to document the Minimum Qualifications will be reviewed and scored as either pass or fail.
- The responses to the Core Requirements and Minimum Requirements will be reviewed to confirm an affirmative and unqualified acceptance of the provisions.
- Each criterion of the Competitive Criteria will be evaluated separately.

After a full discussion is completed for a specific Competitive Criterion, each Review Panel member will complete the individual ranking sheet for that Competitive Criterion using the scoring guidelines set forth below.

- The ranking sheet completed by each reviewer will be collected by a YEMSA staff member, who will enter the ratings into the master score sheet that will be used to calculate the total points awarded to each Proposal.
- After the Review Panel has completed the review of the all Proposals, the scores of the reviewers will be averaged to determine the total points awarded to each Proposal for the Competitive Criteria.
- The scores applicable to pricing will be calculated by YEMSA staff and combined with the scores resulting from the panel's review.
- The results of the Review Panel and the rankings of the Proposals will be forwarded to the Director.
- The Director will make a recommendation to the County Board of Supervisors (Board).

The Director shall recommend the Proposal receiving the highest score from the Review Panel unless the Director: (i) identifies a material procedural error in the procurement process; (ii) determines that the procurement process has failed to achieve YEMSA's goals as set forth in this RFP; or (iii) for any other reason concludes that the best interests of Yolo County and YEMSA would not be served by the recommendation of the Proposal receiving the highest score. In the event

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of any such conclusion, the Director shall set forth in writing the basis for his or her decision when forwarding the recommendation to the Board.

d) Price Scoring

Proposers shall complete the Ambulance Price Sheet in Appendix H, clearly indicating their charges for each of the specified levels of service. All levels of service shall have the definitions ascribed to them in the Medicare regulations set forth at 42 C.F.R. Section 414.605.

After completion of the Review Panel’s review and scoring of the Proposals, YEMSA staff and its consultants will calculate the points to be awarded for pricing based on the following methodology:⁷

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⁷ This methodology is not intended to be reflective of actual service mix experience and should not be relied upon by the Proposer in making service mix estimations. The sole purpose of this price scoring methodology is to assign relative weights to the Proposer’s charges for each level of service, plus mileage. It is recognized that this RFP, and the Agreement, is for Emergency Ambulance Service, ALS interfacility and CCT services, however, the applicable billing guidelines for Medicare and other payers indicate that BLS-level charges will be appropriate in some cases even though an ALS vehicle responds to the emergency call. Therefore, even though the Contractor is required to deploy an ALS-level ambulance to all emergency calls, under a proper application of the billing rules it will not be able to bill at the ALS level for all calls. For this reason, some weight is assigned to the BLS levels of service in this formula.

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Price Scoring Methodology

Basic Life Support – Nonemergency Rate	x 0.05
+	
Basic Life Support – Emergency Rate	x 0.15
+	
Advanced Life Support – Level 1 – Non-Emergency Rate	x0.09
+	
Advanced Life Support – Level 1 – Emergency Rate	x0.65
+	
Advanced Life Support – Level 2	x0.05
+	
Specialty Care Transport (CCT)	x0.01
+	
Loaded Mileage Charge (per mile)	
=	

Composite Total Charge Per Call

The proposal with the lowest Composite Total Charge Per Call will receive the maximum available score assigned to pricing under the RFP. Other proposals will be scored by multiplying the percentage by which their Composite Total Charge exceeds the lowest proposed Composite Total Charge and subtracting the same percentage of points from the maximum available score.

For example, the RFP is structured to allow 100 points for Proposed Pricing. If, for example, the Composite Total Charge Per Call for Proposal #1 is \$1,000, Proposal #2 is \$1,100, and Proposal #3 is \$1,500, then Proposal #1 has the lowest charges, so it receives 100 points for pricing. Proposal #2 exceeds Proposal #1 by 10%, so it receives 90 points for pricing. Proposal #3 exceeds Proposal #1 by 50%, so it receives 50 points for pricing.

3. Post-Submission Presentation

Proposers submitting responsive Proposals will be asked to meet with the Review Panel to present a brief overview of their Proposals and answer questions. The Proposers' presentations will be scheduled by the Review Panel and Proposers will be notified of their scheduled date and time in writing to the individual designated as the contact person in the Proposal.

4. Investigation

During and/or upon completion of the Review Panel evaluations, YEMSA staff may undertake additional investigation to verify claims made by a Proposer during the Proposal evaluation process. Such additional investigation may include, without limitation, site visits, reference checks, financial inquiry, or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

YEMSA reserves the right to continue its investigation of representations made by a Proposer after contract award and throughout the term of the Agreement. The furnishing of false or misleading information during the procurement process shall constitute a material breach of the Agreement even if discovered after contract award, and may result in invalidation of the Proposal and termination of the Agreement.

5. Notification

Proposers will be notified of the status of their Proposal (recommended for selection, not recommended for selection, or disqualified) following completion of the proposal review process. Notification will be made to the contact person identified in the Proposal. If a Proposal is disqualified, the Proposer will be notified, in writing, of the specific reason that caused the disqualification. At the completion of the Review Panel's evaluation process and the Director's receipt and consideration of the panel's deliberations, YEMSA will post on its website and e-mail and mail to all Proposers notice of the Director's intended recommendation to the Board (Notice of Intent to Award).

6. Protest

Non-successful Proposers shall have the right to file a Protest until 4:00 p.m. on November 1, 2013. A Proposer filing a Protest (Protester) must follow the procedures set forth herein. Protests that do not follow these procedures shall not be considered. Notwithstanding any other protest or appeal procedures, the

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Protest procedures herein constitute the sole administrative remedy available to the Protesters under this RFP. Only entities which were non-successful Proposers shall have standing to file Protests. Any Protest not filed and received before the Protest deadline shall be conclusively deemed to have been waived.

a) Filing a Protest

The Protest of the Notice of Intent to Award must be in writing. The written Protest must be hand delivered, electronically transmitted, or mailed to:

Jill Cook, MS, RN, PHN – Health Director
Yolo County Health Department
137 North Cottonwood Street, Suite 2100
Woodland, CA 95695
Phone: (530) 666-8550 Fax: (530) 666-3984
jill.cook@yolocounty.org

b) Contents of Protest

The written Protest must contain the following information:

- The name, street address, electronic mail address, and telephone and facsimile number of the Protester;
- Signature of the Protester or its authorized representative;
- Grounds for the Protest;
- Copies of any relevant documents; and
- The form of relief requested.

c) Grounds for Protest

Protests shall be based only on one or more of the following grounds:

- The Protester believes YEMSA failed to follow the procedures and adhere to requirements set forth in the RFP
- The Protestor believes there was misconduct or impropriety by YEMSA officials or Review Panel members
- The Protester believes there was abuse of process or abuse of discretion by YEMSA officials or Review Panel members

d) Protest Resolution Process

Informal Meeting With Director. Upon receipt of the Protest, the Director will convene a meeting between the Protester and appropriate YEMSA staff to seek informal resolution and/or clarify the issues.

Independent Review. If informal resolution is not achieved, the Director shall forward the Protest to an Independent Reviewer designated by the County. The Director may also forward additional documents or other information to the independent Reviewer. The Independent Reviewer shall be an individual who was not involved in the procurement in any manner, and shall conduct an independent review of the Protest to determine whether the grounds for the Protest have merit. Only the information contained in a timely Protest shall be considered. The Independent Reviewer has the authority to request additional information from the Protester or Director to clarify or confirm information submitted in a timely submitted Protest to assist with his/her review of the Protest. The Independent Reviewer may, at his or her discretion, take statements from interested parties, or may decide the matter based solely on the documentary evidence. The Independent Reviewer is not required to make a stenographic or electronic record of any such proceedings. The Independent Reviewer will issue a written decision on a timely submitted Protest within 15 calendar days of its receipt; however, the time for decision may be extended with advance written notice to the Protester and the Director. The decision of the Independent Reviewer shall be final. By submitting a Proposal and availing itself of the Protest process, the Proposer agrees that this process shall constitute the exclusive process for the resolution of disputes arising in this procurement and/or the award of the contract, and the Proposer agrees to waive the rights to any further legal challenge.

e) Remedies

If the Independent Reviewer sustains a Protest in whole or in part, the Independent Reviewer shall have the sole discretion to determine an appropriate remedy in accordance with applicable laws. In determining the appropriate remedy, the Independent Reviewer may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to YEMSA, the urgency of the procurement, and the impact of the recommendation(s) on the public's health and safety.

f) Stay of Procurement Action during a Protest

The pendency of a Protest shall not stay the procurement action, and the Director shall proceed with contract negotiations with the recommended provider during the Protest resolution process unless and until the Independent Reviewer issues a determination which expressly includes a stay of the procurement action. In the event that a Protest remedy and/or stay substantially delays the procurement process, YEMSA may, in its discretion engage in contracting activities with the recommended Proposer on an interim basis.

7. Canceling the Procurement Process

YEMSA may, in its discretion, cancel this procurement process at any time up to the formal approval and execution of the Agreement. In the event YEMSA cancels the procurement, it shall set forth the reasons why the public interest is best promoted by such cancellation.

8. Award

The decision on contract award will be made by the Board following the recommendation from the Director. If for any reason the selected Proposer is unable to enter into the Agreement in a timely manner in accordance with the time interval identified in the Procurement Time Line for contract negotiation, the Director may recommend selection of an alternate Proposal to the Board. Proposers are hereby notified that any expenditures they make in anticipation of performing under the Agreement, prior to complete execution of the Agreement by the County, are made at the Proposer's own risk. Proposers shall hold harmless the County and its employees, agents, contractors, consultants, attorneys and Review Panel members from any liability for damages incurred by the Proposer in purchasing vehicles or other equipment in furtherance of the Proposer's expectation of receiving the contract award.

9. Scoring Criteria

The goal of this procurement is to select the Contractor based on clinical and operational quality of service, while also containing service costs to the public. To achieve this end, the Proposals will be scored on two categories; first, Competitive Criteria, which are designed to objectively identify Proposals that will provide for higher, service quality and cost effectiveness; and, second, Proposals will be scored based on the service charges to be imposed by the Proposer.

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As noted above, the Review Panel will evaluate and score each item within the Competitive Criteria set forth in Section VI separately and in the order criteria appear in the Mandatory Table of Contents. The Review Panel will thus discuss the Performance Requirements for a given item and rate the Proposers’ Responses for that item prior to moving to consider the next item. Since this process is focused on a comparison of the Proposers’ responses to the Competitive Criteria, the review and scoring of the Proposals will be based on comparing responses of Proposers to each of the criteria.

Each criterion will be allocated a specific number of maximum available points. The points awarded for the criterion will be based on the reviewer’s findings regarding each Proposal’s response to the relevant item being reviewed. Five potential ratings will be available for the reviewer. They are:

Table 5 – Reviewer Rating Criteria					
Rating	Poor	Adequate	Good	Very Good	Excellent
Percentage of total points for criterion	0%	25%	50%	75%	100%

Each of the Competitive Criteria stipulates minimum requirements that must be addressed and accepted by the Proposers. Failure to address and commit to the minimum requirements may result in the disqualification of the Proposal as being unresponsive.

During the deliberations of the Review Panel, minimum requirements will be described to the reviewers by a County representative and the reviewers will then discuss the item and any components that have been presented to exceed minimum requirements. Once the discussion is completed, each reviewer will independently evaluate the criterion and mark the rating sheet in the applicable category described above.

10. RFP Governed by Its Terms

This RFP shall be conducted in accordance with the terms set forth within. Its terms shall not be ascertained with reference to any external documents, guidelines or policies, except that it shall be construed in a manner that is consistent with all applicable state and federal laws.

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H. Scoring Matrix

The Competitive Criteria are organized in Section VI into categories. The maximum points available for each category of Competitive Criteria are set forth below.

Table 6 – Scoring Matrix	
Category	Total Points
1 Credentials and Qualifications	Pass/Fail
2 Core Requirements	Agree/Exception
3 Competitive Criteria – Minimum Requirements	Agree/Exception
4 Competitive Criteria – Commitment to Clinical Quality	300
5 Competitive Criteria – Operations Management	250
6 Competitive Criteria – Commitment to Employees	250
7 Competitive Criteria – Management and Administration	200
8 Competitive Criteria – Commitment to EMS System/Community	200
9 Competitive Criteria - Billing and Compliance	200
10 Proposed Pricing	100
TOTAL POSSIBLE POINTS	1,500

SECTION IV. MINIMUM QUALIFICATIONS

A. Organizational Disclosures

The Proposer must be a single legally established entity, but nothing shall disqualify multiple organizations from jointly forming a single entity to respond to this RFP. If such a joint venture submits a Proposal, questions regarding experience, organizational structure, financial strength, and other items in this RFP must be answered for each member of the joint venture.

The Proposer must provide the following information about its organization, experience, litigation, licenses, investigations, and other items:

1. Organizational Ownership and Legal Structure

The Proposer shall describe its legal structure including type of entity (corporation, LLC, etc.), and its date, and state of formation.

2. Continuity of Business

The Proposer shall provide the organization’s background and number of years under present business name, as well as prior business names.

3. Licenses and Permits

The Proposer shall provide copies of business or professional licenses, permits or certificates required by the nature of the contract work to be performed. If Proposer does not have a local operation, examples of state licenses, and local permits for other operational locations may be submitted to fulfill this requirement.

4. Government investigations

The Proposer shall provide a listing of all federal, state, or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer’s organization and any parent or affiliated organization within the last three (3) years. This shall include, but is not limited to, investigations regarding clinical care, personnel, licensing, certification, billing, business arrangements, contracts and other aspects of the Proposer’s business or operations.

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The information in response to this question may be submitted separately in electronic format such as on a USB flash drive, and will not count against the size limits of the Proposal.

The Proposer must provide the following summary of each such investigation, finding, action or complaint referenced in responding to this requirement: (1) Brief Description of Matter; (2) Date Initiated; (3) Investigating Agency or Complainant; (4) Status, Outcome or Resolution of Matter; (5) Judgment, Penalties or Settlement Amounts Paid; and (6) Date Resolved.

In addition to the required summary, Proposer must provide documentation that it has resolved all issues arising from government investigations including any continued obligations of the Proposer or, if a matter is open, describe the status and expected outcome of open matters.

5. Litigation

The Proposer shall provide a listing of all resolved or ongoing litigation involving the Proposer's organization including resolution or status for the last five (5) years. This listing shall include litigation brought against the Proposer's organization or affiliated organization and any litigation initiated by the Proposer's organization or affiliated organization against any governmental entity or competing ambulance service.

The response to this question shall also specifically include civil actions arising under the Federal False Claims Act, regardless of whether or not the government intervened in the matter.

The Proposer must provide the following summary of each such matter in responding to this requirement: (1) Brief Description of Matter; (2) Date Initiated; (3) Court in which Matter Was Filed; (4) Status, Outcome or Resolution of Matter; (5) Judgment or Settlement Amounts Paid; and (6) Date Resolved.

The information in response to this question may be submitted separately in electronic format such as on a USB flash drive, and will not count against the size limits of the Proposal.

In addition to the required summary, Proposer must provide documentation that it has resolved all issues arising from litigation or describe the status of open litigation.

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The Proposer shall not submit any matters or documents that remain under seal or for which disclosure would violate a court order.

B. Experience as Exclusive Provider

The Proposer must demonstrate its experience as a provider of paramedic ALS Emergency Ambulance Services for a population and geographic area comparable to Yolo County. Documentation shall include:

1. Comparable experience

The Proposer must document the areas in which it has provided ALS Emergency Ambulance Services in the past five (5) years, the locations of these services, population, description of services and a jurisdictional contact. This documentation shall include a letter from a government official confirming the provision of emergency paramedic ALS ambulance service and the length of time such services have been provided. Proposer shall document the length of time it has provided services in these comparable jurisdictions.

2. Government contracts

The Proposer shall provide a list of ALS Emergency Ambulance Service contracts completed or ongoing during the last five (5) years including the term or date of termination of the agreement, the services provided, an indication whether the services were provided on an exclusive or non-exclusive basis, the dollar amount of the agreement and the contracting entity.

3. Contract Compliance

The Proposer shall detail any occurrence of its default, failure or refusal to complete a contract with a governmental entity for which the Proposer was providing Emergency Ambulance Services. This shall specifically state whether the Proposer or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated. If the Proposer has been found in material breach of a governmental contract, if it has been assessed penalties for substantial noncompliance in three or more consecutive months, or if the Proposer “walked away” from its obligations under a governmental contract within the last five (5) years, the Proposal may be rejected as not complying with Minimum Qualifications.

C. Demonstrated Response Time Performance

The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP. Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted. If the Proposing organization does not have mandated response times in its exclusive Emergency Ambulance Service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.

D. Demonstrated High Level Clinical Care

The Proposer must provide documentation of its demonstrated ability to provide high-level clinical care. Documentation may include descriptions of clinical sophistication and high levels of performance in systems in which it operates. The organization should describe how it ensures consistent, high quality clinical care and how it is able to verify and document its clinical performance.

E. Financial Strength and Stability

The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy YEMSA that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. The Proposer must:

1. Financial Statements

Provide year-end financial statements for the last three years that support the organization's financial ability to perform the services included in this RFP and the Proposal.

2. Audited Statements

Provide independently audited financial statements for the most recent fiscal year.

3. Financial Commitments

Provide a list of commitments, and potential commitments, which may impact assets, lines of credit or guarantor letters, or otherwise affect the Proposer's ability to perform the Agreement.

4. Working Capital

Describe working capital sources and quantify the amount the Proposer expects to need for startup and improvements to the Yolo County EMS system. The information shall include the estimated amount of start-up capital required to finance administration and ambulance operations for the first six (6) months of the Agreement. The Proposer shall include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that the organization is approved or pre-qualified to borrow sufficient funds.

5. Performance Security

Document the Proposer's method and ability to provide the required performance security.

6. Financial Interests

Disclose and describe any financial interests in other EMS and healthcare-related businesses that operate in California.

SECTION V. CORE REQUIREMENTS

A. Contractor's Functional Responsibilities

Contractor shall provide Emergency Ambulance Services, as requested by the County's designated public safety dispatch centers, in the County. Such services shall be provided in accordance with the requirements of applicable federal law, the State Health and Safety Code Sections 1797 et seq., the applicable provisions of the Yolo County Code, and all regulations promulgated thereunder including any amendments or revisions thereof. In performing services under the Agreement, Contractor shall work cooperatively with YEMSA through the YEMSA staff member designated from time-to-time by the Director as the contract administrator (Contract Administrator).

1. Basic Services

In consideration of YEMSA's referral to Contractor of Emergency Ambulance Service requests originating in the County, Contractor shall perform the following services to the complete satisfaction of YEMSA:

- a) Contractor shall provide continuous, around-the-clock, Emergency Ambulance Services, whether originating through 911 or otherwise, advanced life support and critical care transport services without interruption throughout the term of the Agreement.
- b) Contractor shall provide Emergency Ambulance Services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
- c) The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.
- d) Contractor shall participate in pilot or research programs that the EMS Medical Director (defined below) and Contract Administrator may authorize from time to time. The Contract Administrator may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the EMS Medical Director. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to County or YEMSA. Contractor further agrees that Contractor's services provided under pilot

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projects shall be in addition to the other services described in the Agreement.

2. Services Description

Contractor shall be the sole and exclusive ambulance provider responsible for furnishing all Emergency Ambulance Services and ALS for all residents and other persons physically present in the County. Such Emergency Ambulance Services shall be provided at the EMT-Paramedic level. All requests for EMS originating in the County processed through the 911 facilities or otherwise will be referred to Contractor. Contractor shall respond to all 911 or other emergency calls originating in and/or dispatched by any public safety communications center in Yolo County for emergency medical services required in the County.

Contractor shall also be the sole and exclusive provider of all ALS interfacility transports and Critical Care Transport (CCT) services. For purposes of this RFP, the term Critical Care Transport shall have the same definition as the term “Specialty Care Transport” as defined in 42 C.F.R. § 414.605

B. Clinical Care

1. Clinical Overview

YEMSA’s goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in the National Highway Traffic Safety document, *The EMS Agenda for the Future*, and the core recommendations of the more recent *Institute for Medicine report on EMS: Emergency Medical Services: At the Crossroads*.

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the U.S. Public Health Service. These include minimizing discomfort, reducing disability, minimizing death, reducing disfigurement and identifying and reducing disease. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable. The current level of the scientific research and the large number of variables outside the EMS system’s control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data is frequently difficult. For these reasons, EMS systems

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typically use process measures and process improvement to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

2. Medical Oversight

YEMSA shall furnish medical control services, including the services of a system EMS Medical Director (EMS Medical Director) for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians).

YEMSA shall appoint a Medical Advisory Committee to advise the EMS Medical Director and perform other duties outlined herein or as otherwise assigned by YEMSA. YEMSA's EMS Medical Director does not relieve the Contractor from employing its own medical director as set forth herein.

a) Medical Protocols

Contractor shall comply with medical protocols and administrative policies established by YEMSA, as well as other requirements and standards established by the EMS Medical Director.

Contractor shall document compliance with system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications, first responders and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the EMS Medical Director on a periodic basis with input from system participants. The review process is defined in writing by the EMS Medical Director and at a minimum shall address the effectiveness of the protocol and document the system's compliance to the protocol.

b) Direct Interaction with Medical Control

Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and YEMSA clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

c) Medical Review/Audits

The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system’s established clinical care guidelines. Evaluation of a random sampling of patient contacts provides a measure of the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. It is Contractor's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

The EMS Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary.

3. Minimum Clinical Levels and Staffing Requirements

a) Ambulance Staffing Requirements

Emergency Ambulance Services and ALS Interfacility Transports. All Ambulances rendering Emergency Ambulance Services and ALS interfacility transport services under the Agreement shall be minimally staffed and equipped to render paramedic-level care and transport with a minimum, including the driver, of one (1) EMT-Paramedic and one (1) EMT-Basic (EMT) to respond to requests from the County-designated public safety answering points (PSAP). All Ambulances shall be equipped in accordance with applicable state and YEMSA equipment and supply guidelines for ALS ambulances.

The paramedic shall be the ultimate responsible caregiver for all patients, but is only required to accompany patients in the back of the ambulance during patient transports where ALS-level monitoring or care is required by protocol and/or by the patient’s condition.

The Contractor may, at its sole discretion and expense, staff any or all of its Emergency Ambulances with two (2) EMT-Paramedics, or one (1) EMT-Paramedic and one (1) EMS provider above the level of EMT.

Critical Care Transports. All Ambulances rendering CCTs shall be staffed and equipped to render care and/or monitoring beyond the scope of an EMT-Paramedic. Minimum staff for a CCT, including the driver, shall be (1) an EMT-Basic, (2) an EMT-Paramedic and (3) a provider trained beyond the scope of an EMT-Paramedic (“CCT Provider”). This may include, depending upon the clinical

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requirements of the patient and the judgment of the referring physician, a paramedic with expanded scope training as approved by YEMSA and the State EMS Authority, a registered nurse, a respiratory therapist, a physician or other provider with advanced training in one or more particular specialty care areas. The CCT Provider specified in (3) may be a provider furnished by the sending or receiving facility, or another facility, during the transport of the patient.

All Ambulances providing CCT services must carry the equipment, medications and supplies as published by the YEMSA EMS Medical Director from time to time, and comply with all YEMSA policies and protocols with regard to CCT services.

b) Personnel Licensure and Certification and Training Requirements

All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed, as appropriate, to practice in Yolo County. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under the Agreement. At a minimum, the Contractor shall ensure that ambulance personnel receive in addition to the required training defined in state and YEMSA policies the following training and/or certifications.

- **Trauma Training.** Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in PreHospital Trauma Life Support (PHTLS) or International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under the Agreement. All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire or execution of the Agreement.
- **CCT Training.** In the event that Contractor elects to utilize expanded scope paramedics for the provision of CCT services under the Agreement, the Contractor shall describe its training program, curriculum and evaluation mechanism for personnel who complete such training. All expanded scope training shall be subject to

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approval of the YEMSA EMS Medical Director and the State EMS Authority.

- Orientation. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and County communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.
- MCI Preparedness. Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under current and/or future YEMSA multi-casualty incident (MCI) plans, and prepare them to function in the medical portion of the Incident Command System.
- Assaultive Behavior Management Training. On an ongoing basis, Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, excited delirium, or other behavioral or stress related problems, as well as difficult or potentially difficult scenes. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.
- Emergency Vehicle Operator Training. Contractor shall maintain an on-going driver-training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by YEMSA initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

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- Infection Control. Contractor shall create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc). The Contractor shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.
- Critical Incident Stress Management. Contractor shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors. Plans for these programs shall be submitted to the Contract Administrator for approval.
- Homeland Security. Contractor and Contractor's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.
- HIPAA Compliance. Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services.
- Compliance and Documentation Training. Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers. In addition, in order to facilitate compliant documentation from the clinical and reimbursement perspectives, Contractor shall bear the cost of an annual mandatory, three-hour documentation training program, to be taught by an instructor chosen and retained by the County, and ensure that all frontline personnel and supervisors attend this training. The training will be offered at various times to accommodate Contractor's shifts.

Proposer shall describe how it intends to comply with the above training and certification requirements. The Proposer will delineate how these programs will be provided, by whom, and where and other information to help YEMSA understand the Proposer's commitment to meet these Core Requirements.

C. Operations

1. Operations Overview

The performance specifications set forth in this RFP require or encourage improvements in the level of service currently being provided in Yolo County. Additionally, the RFP provides clarification of expectations and accountability. The following provisions define these expectations, core requirements, and activities required of the Contractor.

a) Emergency Response Zones

Emergency Response Zones (ERZs) are defined by ambulance call frequency. There are a total of three ERZs: (1) high frequency (red), (2) moderate frequency (blue) and (3) low frequency (unmarked). These Zones are shown on the map below.

High Frequency Zones:

The four incorporated cities (Davis, West Sacramento, Winters, and Woodland), including areas identified as potential for urban development, and the following identified areas:

- State Route 113 between the Solano County Line and Interstate 5; and the areas east to County Road 98 and west to County Road 102
- The area known as El Macero, bordering the City of Davis
- Interstate 80 between the Solano County Line and Sacramento County Line; to include freeway frontage roads
- Yolo Housing Complex east of the City of Winters
- State Highway 128 between the City of Winters and Pleasants Valley Road, and the areas two miles to the north and south of the highway
- Interstate 505 between the Solano County Line and State Route 16
- State Route 16 between the City of Woodland and Interstate 505 and the areas one mile to the north and south of the highway
- Interstate 5 between the City of Woodland and the Sacramento County border; to include freeway frontage roads

Moderate Frequency Zones:

- The areas known as: Brooks, Capay, Clarksburg, Dunnigan, Esparto, Guinda, Knights Landing, Madison, Rumsey, Yolo, and Zamora

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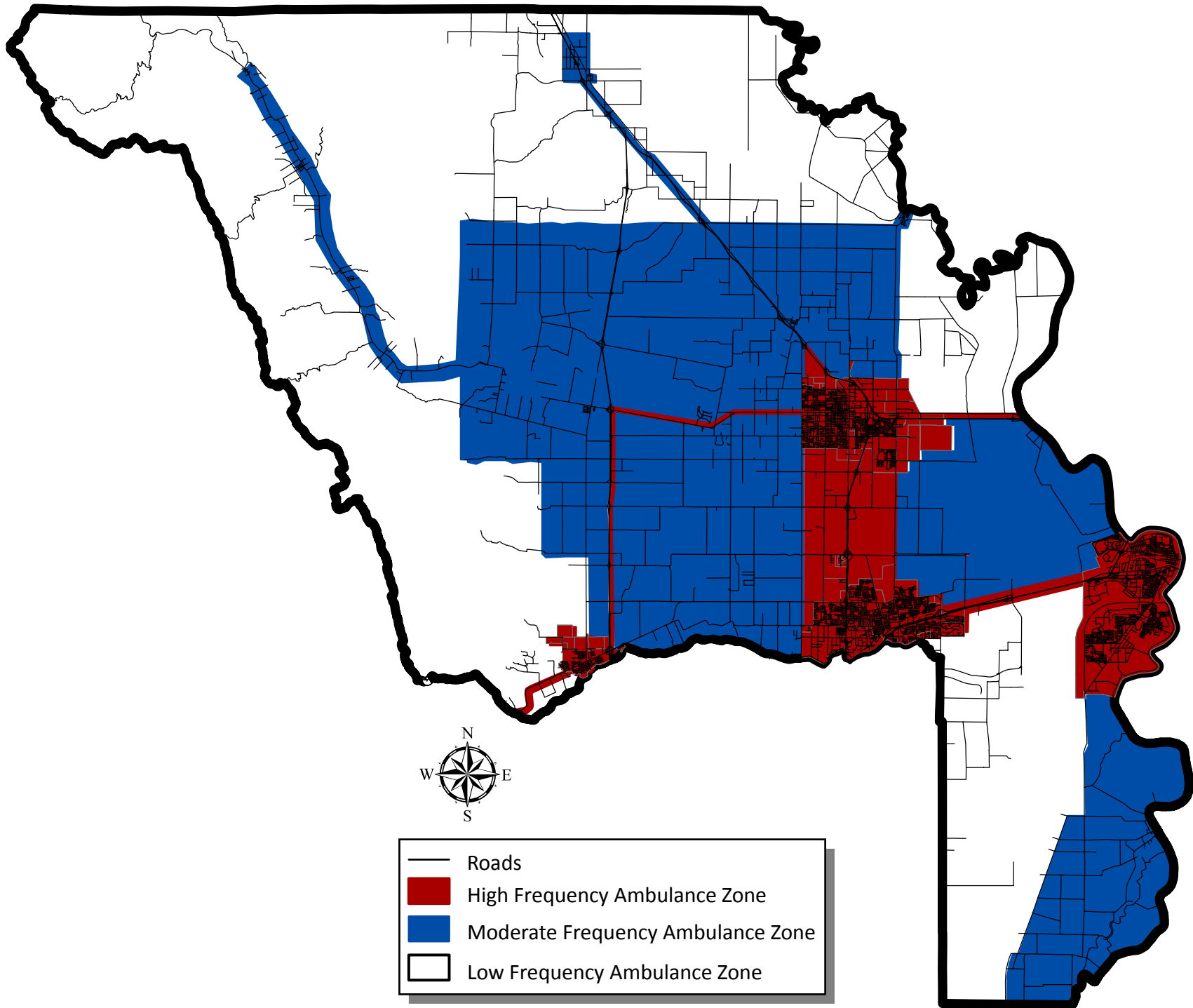
- State Route 16 between Interstate 505 and the township of Rumsey, and the areas two miles to the north and south of the highway
- Interstate 505 between State Route 16 and County Road 14 and the area west to two miles beyond County Road 85 and east to Interstate 5
- Interstate 5 from County Road 14 to the township of Dunnigan; to include freeway frontage roads
- State Route 113 between Interstate 5 and County Road 13 and the area west to Interstate 5 and east to County Road 102
- Jefferson Boulevard between the West Sacramento City Limit and the Solano and Sacramento County Lines and the area west to Z Line and County Road 107 and east to the Sacramento County Line
- All geographic areas not previously defined that are situated between Interstates 5, 80, and 505, County Road 14, and the Solano County Line

Low Frequency Zones:

All geographic areas not defined as High or Moderate Frequency Emergency Response Zones are to be considered Low Frequency Emergency Response Zones.

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Yolo County EOA Ambulance Response Zones



b) All 911 and ALS Interfacility Calls

The RFP is an exclusive franchise for all emergency medical calls to include calls received through the 911 system as well as those emergency calls received through means other than 911. The RFP also includes ALS interfacility transports and CCTs originating in Yolo County.

c) Primary Response to Peripheral Areas of the County

While the Contractor has the exclusive right to all 911 calls originating in the County, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, YEMSA will approve the use of these closer ambulances contingent upon the execution of a mutual aid agreement, satisfactory to the County, with the agencies responding from a neighboring jurisdiction.

d) Air Ambulance Utilization

Other than as set forth in this RFP and in the Agreement, Contractor will be the exclusive provider of the ground ambulance services described herein. Notwithstanding any provisions of this RFP or the Agreement, YEMSA may implement policies and/or protocols for the utilization of air ambulances within the County by first responders and other agencies, and Contractor recognizes that some patients may be transported by air instead of by ground ambulance pursuant to such policies and protocols.

2. Transport Requirement and Limitations

As outlined in greater detail in other sections, Contractor has an obligation to respond to all emergency medical requests in the County and provide ambulance transport. However, there are limitations and flexibilities as described herein.

a) Destinations

Contractor shall be required to transport patients from all areas of the County, in accordance with applicable YEMSA protocols.

b) Prohibition against Influencing Destination Decisions

Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in applicable destination protocols.

3. Response Time Performance Requirements

“Response Times” are defined below. YEMSA will not limit Contractor’s flexibility in the methods of providing ambulance service. This is based upon Contractor’s commitment to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractor’s part in one phase of its operation (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor’s performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractor’s total operation and therefore, is solely Contractor’s responsibility. Response Times shall be measured in minutes and integer seconds, and shall be “time stamped” by the PSAP as to call transfer time in combination with the time stamping of the Contractor’s computer aided dispatch system. The County and YEMSA will work with the Contractor to assure that the Contractor’s dispatch clocks can be synchronized to the area PSAPs.

a) Response Time Performance Requirements

Three ERZs are established and designated as high call frequency, moderate call frequency and low call frequency. These ERZs will be used for Response Time monitoring, reporting, and compliance purposes. The applicable Response Time performance requirements for the ERZ are specified in Table 7 below. Contractor’s Response Time on requests for emergency medical service originating from within each ERZ shall meet the following performance standards:

(1) Potentially Life Threatening Emergency Response

Priority 1 responses pertain to those conditions identified in YEMSA policy as Potentially Life Threatening.

Contractor shall place an Emergency Ambulance on the scene of each call for a Priority 1-level condition within the specified Response Time for that ERZ on not less than 90 percent of all Priority 1 calls, as measured within any consecutive 30-day period.

For every Priority 1 call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor’s efforts to eliminate recurrence.

(2) Non-Life Threatening Emergency Response

Priority 2 responses pertain to those conditions identified in YEMSA policy as Non-Life Threatening Emergency conditions.

Contractor shall place an Emergency Ambulance on the scene of each call for a Priority 2-level condition within the specified Response Time for that ERZ on not less than 90 percent of all Priority 2 calls, as measured within any consecutive 30-day period.

(3) Non-Emergency Response

Priority 3 responses pertain to those conditions identified in YEMSA policy as Non-Emergency.

Contractor shall place an ALS ambulance on the scene of each call for a Priority 3-level condition within the specified Response Time for that ERZ on not less than 90 percent of all Priority 3 calls, as measured within any consecutive 30-day period.

(4) ALS Interfacility Transports

Priority 4 responses are for non-emergency ALS interfacility transports requiring advanced life support monitoring or treatment.

Contractor shall place an ALS ambulance at the requesting facility within the time set forth in Table 7 on at least 90 percent of all Priority 4 ambulance requests. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than two hours from the time the call is received in the Contractor's Dispatch Center. If the service receives a 911 emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for the appropriate Priority level based on the dispatch information conveyed by the PSAP.

Response times for Priority 4 ALS interfacility calls shall not be included in the monthly fractile Response Time compliance measurement, though repeated violations of the County's Response Time standards for these transports shall constitute a material breach of the Agreement.

(5) Critical Care Transports

Priority 5 requests for ambulance service are defined as Critical Care Transports requiring monitoring or treatment beyond the scope of an EMT-Paramedic.

Contractor shall place a CCT ambulance on the scene within the time set forth in Table 7 on at least 90 percent of all Priority 5 ambulance requests.

Response times for Priority 5 CCT calls shall not be included in the monthly fractile Response Time compliance measurement, though repeated violations of the County’s Response Time standards for these transports shall constitute a material breach of the Agreement.

Table 7 - Yolo County Response Time Requirements				
Priority Level	Compliance	High Frequency ERZ	Moderate Frequency ERZ	Low Frequency ERZ
1	90%	8:00	15:00	30:00
2	90%	15:00	30:00	45:00
3	90%	30:00	45:00	1:00:00
4	90%	30:00	N/A	N/A
5	90%	45:00	N/A	N/A

4. Notification of Delays for Non-emergency Responses

Whenever Emergency Ambulance response volume necessitates temporary delays in ALS interfacility transport responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall furnish a realistic estimate of when service will be available. Notification of the individual or organization does not reduce or eliminate penalties for such delays. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing non-emergency services.

5. Response Time Measurement Methodology

Contractor’s Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 7 above. Response Times shall be measured in accordance with the methodology described below for Priority 1, 2 and 3 calls only. This Response Time measurement methodology is subject to change as improvements to the YECA Computer Aided Dispatch (CAD) system

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and/or improvements to the capabilities of the County's other PSAPs are implemented.

a) Call Receipt

The Contractor's Response Time clock begins at "Call Receipt" which is defined as when the Contractor's dispatch center (or Contractor's ambulance crew) receives the call from YECA or other Public Safety Answering Point.

b) At Scene

"At Scene" time means the moment the first Emergency Ambulance arrives and stops at the location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Dispatch that it is fully stopped. "At Scene" shall not be called in until the Ambulance is fully stopped and parked on scene and shall not be recorded prior to this time. "At Scene" designation is subject to audit by YEMSA and any misrepresentation of "At Scene" reporting times shall result in the imposition of response time penalties for the affected calls at the highest amount set forth in the penalty provisions of this RFP.

In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

c) Time Intervals

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or the time the response is cancelled by a public safety agency.

d) Failure to Report at Scene Time

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, Contractor may be able to document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

e) Calculating Upgrades, Downgrades, Reassignments and Cancellations

From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

(1) Upgrades

If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 1), Contractor's compliance will be calculated based on the shorter of:

- Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or
- The lower priority Response Time Standard

(2) Downgrades

If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 1 to Priority 2), Contractor's compliance will be determined by:

- If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
- If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply

In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of YEMSA, the longer standard will apply.

(3) Reassignment

If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted.

(4) Canceled Calls

If a emergency call assignment is canceled prior to arrival on the scene by the ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.

f) Response Times Outside EOA

Contractor shall not be held accountable for Response Time compliance for any assignment originating outside the County. Responses to requests for service outside the County will not be counted in the total number of calls used to determine compliance.

g) Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

h) Response Time Compliance for Individual Emergency Response Zones

Response Time requirements for the three Emergency Response Zones shall be reported and analyzed separately for compliance and penalty purposes.

i) Emergency Response Zone Assignments

YEMSA recognizes that Response Times are largely based upon call volumes and population densities within each ERZ. In developing Response Time Standards, YEMSA has established three (3) ERZs: high, medium and low frequency zones, for Response Time compliance measurement.

YEMSA may evaluate the call frequency and zone structure to address changes occurring within each zone. Should the call frequency of any significant contiguous area within the low call frequency zones become equal to or greater than the call frequency to the adjacent medium or high call frequency zone, then that area will be considered for reclassification for Response Time compliance upon the next anniversary date of the Agreement. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the ERZs.

YEMSA reserves the right to look at any area of the County to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation.

6. Response Time Exceptions and Exception Requests

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Time Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request from County-designated PSAPs originating from within the County shall be included except as follows:

a) Multi-Casualty Disaster

The Response Time requirements shall be suspended during a declared multi-casualty incident, medical advisory or disaster in Yolo County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided by the Contractor as requested by Yolo County.

b) Good Cause

The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s).

Good cause for an exception may include, but is not limited to, unusual system overload, incorrect or inaccurate dispatch information received from the PSAP, disrupted voice or data radio transmission (not due to Contractor equipment/infrastructure); material change in dispatched location; unavoidable telephone communications failure; dispatch to non-existent address; unavoidable delays caused by extreme inclement weather; provision of County-authorized mutual aid; and off-road locations.

Unusual system overload is defined as 200 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions. Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

c) Exception Request Procedure

It is the Contractor's responsibility to apply to YEMSA for an exception to the Response Time Standards. If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to YEMSA and request that YEMSA exclude these calls from calculations and late penalties. Any such request must be in writing and received by the Contract Administrator within twenty (20) business days of the end of the month of occurrence, together with that month's performance reports. A request for an exception received after the twenty (20) days will not be considered. The Contract Administrator will review each exception request and make a decision for approval or denial.

Should the Contractor desire to appeal the Contract Administrator's decision, a written request must be submitted to the Director within ten (10) days after the decision by the Contract Administrator. All decisions by the Director shall be considered final.

7. Response-time Performance Reporting Procedures

a) Documentation of Incident Time Intervals

The Contractor shall document all times necessary to determine total ambulance Response Time, including but not limited to time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and in Contractor's computer aided dispatch system. The Contractor will provide an interface with

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the computer aided dispatch database and Electronic Patient Care Report Form (ePCR) database (through First Watch or equivalent system, as described in more detail below) for YEMSA to extract and corroborate Response Time performance.

b) Response Time Performance Report

In addition to the real-time reporting described below, within twenty (20) business days following the last day of each month, the Contractor shall document and report to YEMSA, in a manner and format required by YEMSA, such information as YEMSA shall require. The Contractor shall also ensure that ambulance Response Time records are available to YEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests to a County designated dispatch center. The records shall include, at a minimum, the following data elements:

- unit identifier
- location of call street address
- location of call (city, town or unincorporated portion of County)
- location of call longitude and latitude
- location of call Emergency Response Zone
- nature of call (EMD Code)
- code to scene
- time call received
- time call dispatched
- time unit en route
- time unit on-scene
- time unit en route to hospital
- time unit at hospital
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- code to hospital
- major trauma
- number of patients transported

c) Improving Response Time Performance

The Contractor shall use Response Time data in an ongoing manner to evaluate the Contractor's performance and compliance with Response Time standards in an effort to continually improve its Response Time performance levels.

d) Identifying Causes for Performance Failure

The Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

e) Providing Explanation for Call Exceeding Responses Time

The Contractor shall provide an explanation for every call exceeding the required Response Time and describe steps taken to reduce extended responses in the future.

8. Penalty Provisions

The Agreement shall include penalty provisions for individual instances of Response Time deviation, as well as for deviations from required fractile Response Time performance standards. Severe or chronic deviations of Response Time compliance may constitute a default of the Agreement as defined below.

a) Penalty for Failure to Provide Data or Falsifying Compliance Data

For priority 1, 2 and 3 calls, Contractor shall pay County a penalty of \$300, \$250 and \$200, respectively, each time an ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

Where an on-scene time for a particular call is not documented or is demonstrated to be inaccurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

In the event the County determines that the Contractor has intentionally falsified any times that are material to the County's determination of Contractor's Response Time compliance under the Agreement, the County may impose a penalty of up to \$2,500 for a first offense, \$5,000 for a second offense, and \$10,000 for a third offense. More than three instances of falsification of such data shall be grounds for termination of the Agreement.

b) Penalty for Failure to Respond

The Contractor is to deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches. In the event the Contractor does not respond with an ambulance to an emergency medical call, the Contractor shall be assessed a penalty of \$10,000 per incident. A failure to respond shall be defined as Contractor not having an Emergency Ambulance assigned and en route to an emergency request within 60 minutes of call being transferred from a County designated PSAP. Repeated failures to respond may be grounds for termination of the Agreement.

c) Per-Call Penalties for Response Time Deviations

For priority 1, 2 and 3 calls, there shall be a two-tiered penalty structure for each emergency ambulance call for which Contractor fails to meet the maximum Response Time for the specified ERZ for Priority 1, 2 and 3 calls. Tier 1 penalties are intended to address minor to moderate deviations, and Tier 2 penalties are intended to address “outlier” deviations that the County deems to constitute a significant risk to public health and safety. The per-call response time penalty tiers are set forth in Table 8 below.

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Table 8 - Two-Tiered Penalty Structure for Per-Call Response Time Deviations				
Priority Level	High Frequency ERZ	Moderate Frequency ERZ	Low Frequency ERZ	Penalties
1	<u>Penalty Tier 1</u> >8:00 ≤16:59	<u>Penalty Tier 1</u> >15:00 ≤24:59	<u>Penalty Tier 1</u> >30:00 ≤44:59	<u>Penalty Tier 1</u> \$300
	<u>Tier 2</u> ≥17:00	<u>Tier 2</u> ≥25:00	<u>Tier 2</u> ≥45:00	<u>Penalty Tier 2</u> \$1,500
2	<u>Penalty Tier 1</u> >15:00 ≤31:59	<u>Penalty Tier 1</u> >30:00 ≤44:59	<u>Penalty Tier 1</u> >45:00 ≤59:59	<u>Penalty Tier 1</u> \$250
	<u>Penalty Tier 2</u> ≥32:00	<u>Penalty Tier 2</u> ≥45:00	<u>Penalty Tier 2</u> ≥1:00:00	<u>Penalty Tier 2</u> \$1,000
3	<u>Penalty Tier 1</u> >30:00 ≤44:59	<u>Penalty Tier 1</u> >45:00 ≤59:59	<u>Penalty Tier 1</u> >1:00:00 ≤1:30:00	<u>Penalty Tier 1</u> \$200
	<u>Penalty Tier 2</u> ≥45:00	<u>Penalty Tier 2</u> ≥1:00:00	<u>Penalty Tier 2</u> ≥1:30:00	<u>Penalty Tier 2</u> \$750
4	<u>Penalty Tier 1</u> >30:00 ≤59:59	N/A	N/A	<u>Penalty Tier 1</u> \$200
	<u>Penalty Tier 2</u> ≥1:00:00			<u>Penalty Tier 2</u> \$600
5	<u>Penalty Tier 1</u> >45:00 ≤1:29:59	N/A	N/A	<u>Penalty Tier 1</u> \$200
	<u>Penalty Tier 2</u> ≥1:30:00			<u>Penalty Tier 2</u> \$600

d) Penalty for Monthly Fractile Response Time Deviations

Contractor shall pay County a penalty each month that the Contractor fails to comply with the Fractile Response Time requirements based on the percentage of compliance for each ERZ, calculated separately. Separate penalties may be imposed for monthly fractile Response Time deviations for each Emergency Response Zone.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month’s responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

Table 9 - Monthly Fractile Response Time Penalties	
Compliance %	Penalty
≥ 89% < 90%	\$ 4,000 per ERZ
≥ 88% < 89%	\$ 6,000 per ERZ
< 88%	\$ 8,000 per ERZ

e) Additional Penalty Provisions

YEMSA may impose financial penalties for breaches of the Agreement. For example, the Agreement will include penalties relating to the failure to provide reports and information to YEMSA by specified due dates, failure to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. Table 10 sets forth additional penalties for breach of the Agreement. YEMSA may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in Table 10.

f) Repetitive Non-Compliance

The Contractor is required to report performance for each priority level in each ERZ. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances of non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to YEMSA within thirty (30) days of being notified of repetitive non-compliance by YEMSA. Failure to correct repetitive noncompliance shall be considered a material breach of the Agreement.

Table 10 – Breach Events and Penalties		
Breach Event	Criteria	Penalty
Failure to provide timely operational reports	Operational and Response Time reports are due on specific date after close of month	\$50 per report per day received after specified due date
Failure to leave completed PCR at receiving facility	100 percent of YEMSA approved PCR or Interim Patient Care Report will be left at the receiving facility prior to departure of the ambulance crew. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours	\$50 for every instance when the Interim Patient Care Report, at a minimum, is not left at the receiving facility prior to crew departure. A penalty of \$100 for every completed PCR not provided to the facility within 24 hours of patient delivery
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit	All calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit	\$1,000 for every incident in which a BLS ambulance responds and transports a patient
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific date after close of month	\$50 per report or data submission per day received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports are due within a specific time from date of the occurrence as defined in YEMSA policies and procedures	\$100 per report per day received after the specified time frame from the date of the occurrence

g) Penalty Disputes

Contractor may appeal to the YEMSA in writing within twenty (20) business days of receipt of notification of the imposition of any penalty or regarding YEMSA's penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. Should the Contractor desire to appeal the Contract Administrator's decision, a written request must be submitted to the Director within ten (10) days. All decisions by the Director shall be considered final.

h) Penalty Payments

YEMSA shall render its invoice for any fines or penalties to the Contractor within thirty (30) business days of the YEMSA's receipt of the Contractor's monthly performance reports, or within thirty (30) days of the occurrence of an event for which a penalty is imposed under the Agreement. The Contractor shall pay YEMSA on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to YEMSA or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

9. Fleet Requirement

The Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent at least 150% of the peak staffing level. For example, if the Contractor's peak number of ambulances is five (5), then the Contractor is to maintain a fleet of at least eight (8) ambulances ($5 \times 150\% = 7.5$ rounded to 8). If a fraction is derived when multiplying the peak number of units by 150%, the number will be rounded up to the next whole integer (i.e. 7.5 would be rounded to 8). All ambulances shall be safe for operation and fit for their intended purpose.

10. Coverage and Dedicated Ambulances, Use of Stations/Posts

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. YEMSA neither accepts nor rejects Proposer's level of effort estimates; rather YEMSA accepts the Proposer's commitment to employ whatever level of effort is necessary to achieve the Clinical Response Time and other performance results required by the terms of the Agreement as outlined in these specifications. Contractor shall deploy ambulance resources in a manner consistent with this goal.

11. Use of Audible and Visual Warning Devices

Contractor shall describe its plan to ensure that audible and visual warning devices (i.e., red lights and sirens or RLS) shall be used appropriately and that their use is limited to cases of life threatening emergencies only. The County wishes to minimize inappropriate use of RLS in an effort to prevent accidents involving emergency vehicles, given the correlation between emergency vehicle accidents and RLS use.

D. Personnel

1. Treatment of Incumbent Work Force

A number of dedicated highly trained personnel are currently working in the Yolo County EMS system. In the event the Contractor turns out to be other than the incumbent provider, every effort must be made to ensure a smooth transition and to encourage current EMS personnel to remain with the system. To that end, in the event of a change in providers, all current qualified ambulance employees working within Yolo County (other than owners and executive management) are to be considered for preferential hiring by any new Contractor. A new Contractor is expected to offer non-supervisory field employees (EMTs and paramedics) employment in substantially similar positions. A new Contractor will consider current employee scheduling and make reasonable efforts to transition its new employees to its organization as smoothly as possible.

Employment stability within the EMS system is an important concern of incumbent employees. Incumbent personnel hired will retain "seniority status" earned while working full-time in the Yolo County EMS system.

Contractor will provide full time employees with a wage and benefit program comparable to the employees' current program. If an incumbent provider is successful, it agrees to maintain, at a minimum, current salary and benefit levels for personnel.⁸

YEMSA expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation methods. Contractor's economic

⁸ If there is evidence that the incumbent Contractor increased employee wage and/or benefit levels in anticipation of Contract termination simply to force a new Contractor into higher compensation costs, the successful Proposer can submit this evidence to the County and it will be considered in the negotiation of the Contract with regard to the workforce continuity provisions.

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efficiencies are not to be derived from the use of sub-standard compensation. This in no way intends to restrict the ingenuity of Contractor and its employees from implementing alternative compensation structures. The system's goal is simply to ensure that Contractor initially and throughout the term of the Agreement provides a financial benefit to encourage employee retention and recruitment for the system.

Proposer shall describe how it intends to maintain continuity of service in the system by employing current personnel and efforts to retain personnel through the term of the Agreement. If the Proposer is the current provider, it shall describe how it intends to retain personnel through the term of the new Agreement.

2. Character, Competence and Professionalism of Personnel

The parties understand that Ambulance services are often rendered in the context of stressful situations. YEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the State of California requirements. It is YEMSA's intent in requiring a criminal record check that Contractor is made aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. Screening of employees should include, at a minimum, exclusion from the federal Medicare or Medicaid programs, felony or misdemeanor convictions related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse and spousal abuse. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses.

3. Internal Health and Safety Programs

The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training. The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle

accidents, etc. At a minimum, personal protective gear shall comply with EMSA #216 and shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

4. OSHA & Other Regulatory Requirements

Contractor shall satisfy all regulatory requirements for occupational safety and health, including but not limited to infection control, blood-borne pathogens and TB training, equipment, mitigation and control. It is YEMSA's expectation that Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters. Contractor shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

5. Discrimination Not Allowed

During the performance of the Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations prohibiting discrimination. Without limiting this, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated there under. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include but is not limited to the following: employment-upgrade, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

E. Management

1. Data and Reporting Requirements

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, YEMSA will require Contractor to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis.

a) Dispatch Software

The dispatch software utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. YEMSA will be provided access to all data maintained by the Computer Aided Dispatch (CAD) system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow YEMSA, at Contractor's expense, to install an interface with the CAD to collect and monitor computer-aided dispatch information.

The Contractor will furnish and operate a system to provide near-real-time monitoring of their Computer-Aided-Dispatch (CAD) and electronic Patient Care Record (ePCR) data that is functionally equal or superior (in the County's determination) to the hosted FirstWatch system, offered by FirstWatch Solutions, Inc. (www.firstwatch.net), including the Online Compliance Utility (OCU) and the clinical protocol compliance module, FirstPass.

FirstWatch and the OCU (or equal or superior alternative) will be used to monitor the Contractor's Computer-Aided-Dispatch (CAD) data in near real-time, and will be used in the County's monitoring and reporting on Contractor's response time compliance. The OCU will be used by the Contractor to submit Response Time exception requests to the County, and for the County to review and authorize (or deny) such requests. The use of FirstWatch and the OCU (or County-approved equivalent) will enable late runs to be monitored by the Contractor, using industry-standard best practices in near real-time, and stay current with any exemption requests throughout each month. This will allow both the Contractor and the County to be aware of the Contractor's response time compliance during each month, rather than waiting for a report the following month.

FirstWatch and the FirstPass module (or equal or superior alternatives) will be used to monitor the Contractor's ePCR data in near real-time, and will be the official method for monitoring and reporting on Contractor's compliance to applicable clinical protocols. FirstPass (or acceptable alternative) will be used by the Contractor and/or the County as a quality assurance/improvement, and protocol compliance monitoring and reporting tool. This will enable the County to help assure their citizen's receive high-quality, protocol-compliant, emergency medical care. The Contractor and the County will work together with FirstWatch (or equal or superior provider) to customize the FirstWatch and FirstPass processes and reporting tools to meet and exceed the unique needs of the County system.

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The County will also use the FirstWatch system to monitor the CAD and ePCR data for biosurveillance and other syndromic and health-monitoring purposes, subject to HIPAA requirements. Additionally, the County may choose to participate in research or aggregated monitoring networks, such as FirstWatch's Regional Influenza Network (www.firstwatch.net/rin), subject to HIPAA compliance, and Contractor shall cooperate with the County in all such respects.

b) Patient Care Reporting Software

Contractor shall utilize an electronic patient care report (ePCR) system that is NEMESIS and CEMESIS compliant and HL7 compatible, and approved by the YEMSA for patient documentation on all EMS system responses including patient contacts, canceled calls, and non-transports. The PCR shall be accurately completed to include all County-prescribed data, and all such information shall be distributed according to established County EMS Policies and Procedures. The Contractor shall leave a copy of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with YEMSA policy. Within twenty four (24) hours, Contractor shall provide remote electronic access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all ambulance calls via First Watch (or equivalent system) as described above. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

Contractor shall identify files or PCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS system data collection.

c) Records

Contractor shall complete, maintain, and provide to the YEMSA, if requested, adequate records and documentation to demonstrate its performance compliance and aid YEMSA in improving, modifying, and monitoring the EMS system.

d) Monthly Reports Required

In addition to the near-real-time/remote access described above, Contractor shall provide, within twenty (20) business days after the first of each calendar month, reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a

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form required by the Contract Administrator. Response time compliance and customer complaints/resolutions shall be reported monthly. Reports other than Response Time compliance and customer complaints/resolutions may be required less frequently than monthly. No later than sixty (60) days prior to the end of the contract year, YEMSA shall provide to the Contractor a list of required reports and their frequency and due dates.

Reports shall include, at a minimum:

Clinical:

- Continuing education compliance reports;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures; and
- A list of trauma transports, by city and by hospital, including all times necessary to calculate each Response Time, on-scene time, and transport to hospital time

Operational

- Calls and transports, by priority for each Emergency Response Zone;
- A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time;
- Documentation of all patients meeting trauma criteria including on-scene time and transport to hospital time;
- A list of mutual aid responses to and from system; and
- EMS transports to and from medical aircraft

Response Time Compliance

- A list of each emergency call dispatched for which Contractor did not meet the Response Time standard for each Emergency Response Zone and an explanation of why the response was late;
- Canceled transports;
- Exception reports and resolution; and
- Penalties and exemptions

Response Time Statistical Data

Within twenty (20) business days following the last day of each month, Contractor shall ensure that ambulance Response Time records are available to YEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests within the County. The records shall include the following data elements:

- unit identifier
- location of call – street address
- location of call – city, town or unincorporated portion of County
- location of call - longitude and latitude
- location of call – Emergency Response Zone
- nature of call (EMD Code)
- code to scene
- time call received
- time call dispatched
- time unit en route
- time unit on-scene
- time unit en route to hospital
- time unit at hospital
- time unit clear and available for next call
- outcome (transport, refusal, no patient found, etc.)
- receiving hospital
- code to hospital
- major trauma
- number of patients transported

Personnel Reports

Contractor shall provide YEMSA annually with a list of paramedics, EMTs and other EMS personnel currently employed by Contractor and shall update that list whenever there is a change.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date and California Driver's License number of each person on the list.

Billing Reports

- Payer mix
- Service mix (BLS-NE, BLS-E, ALS1-NE, ALS1-E, SCT)
- Collection rates
- Bad debt/write offs
- Medicare/MediCal overpayment refunds

Community/Governmental Affairs Report

- Number of conducted community education events,
- Public Relations (PR) activities, first responder recognition,
- Government relations contact report.

Electronic Access to Reports

Contractor shall provide access capability to YEMSA, at the Contractor’s expense, to provide YEMSA access to all PCRs and provide a mechanism to create customized reports for YEMSA monitoring and review.

Other Reports

Contractor shall provide YEMSA with such other reports and records as may be reasonably required by the Contract Administrator.

F. EMS System and Community

1. Participation in EMS System Development

YEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. YEMSA requires that its Contractor actively participate in EMS activities, committee meetings, and work groups. Contractor agrees to participate and assist in the development of system changes.

2. Accreditation

The County desires that its Contractor be accredited by the Commission on Accreditation of Ambulance Services (CAAS) prior to the performance of services under the Contract, and that the Contractor maintain such accreditation throughout the term of the Agreement. Proposer shall provide evidence of current accreditation, or, if it is not certified with regard to Yolo County

operations at the time it submits its proposal, the Proposer must describe its plan and timeline for obtaining full accreditation with regard to its Yolo County operations.

3. Multi-casualty/Disaster Response

Contractor shall cooperate with YEMSA in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the YEMSA plans.

In the event the County declares a disaster within the County, the Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison. In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to maintain primary Emergency services and may suspend non-emergency services as required.

At a multi-victim scene, Contractor's personnel shall perform in accordance with appropriate YEMSA multi-victim response plan and within Incident Command System (ICS).

During a disaster declared by the County, YEMSA will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from response-time criteria. When Contractor is notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to its primary area of responsibility and shall resume all operations as required under the Agreement.

a) Internal Disaster Response Notification

Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

b) Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate YEMSA or County staff during multi-casualties, disaster response, hazardous materials incidents, and other unusual occurrences.

c) Ambulance Strike Team

Contractor shall assist YEMSA in providing personnel, vehicles, equipment, and supplies in response to a disaster mutual aid request for deployment of an Ambulance Strike Team. The Contractor units will join with units from other areas and be formed into Ambulance Strike Teams as identified by the EMSA Ambulance Strike Team Guidelines. Contractor is encouraged to have staff members trained and certified as Ambulance Strike Team Leaders.

d) Interagency Training for Exercises/Drills

Contractor shall participate in YEMSA sanctioned exercises and disaster drills and other interagency training.

e) Disaster Medical Services Unit

Contractor shall maintain the current Disaster Medical Services Unit (DMSU) in West Sacramento in accordance with an agreement with the State EMS Authority.

4. Mutual-aid and Stand-by Services

a) Mutual Aid Requirements

Contractor shall respond in a mutual aid capacity to other service areas outside of the County if so directed by Contract Administrator or in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the County.

If the Contractor utilizes mutual aid support from a specific agency more than 200 percent of the mutual aid support that it provides the specific agency, the Contractor will pay to YEMSA \$250 per response over the 200 percent threshold. The mutual aid responses will be monitored and counted on a quarterly basis and any Contractor payments due will be invoiced by YEMSA and paid within thirty (30) days of the invoice.

If there is an existing formal agreement in place to address those areas of the County that may be more quickly reached from services outside of the County, the Contractor will document those requests separately of the other mutual aid

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requests and these requests will not be included when calculating the percentage of Contractor requested mutual aid.

b) Stand-by Service

Contractor shall provide, at no charge to YEMSA or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a County designated public safety dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by the Contract Administrator.

5. Subcontracting

The Contractor shall not subcontract any of its responsibilities for the provision of Emergency Ambulance Services under the Agreement to any other individual or entity. All Emergency Ambulance services provided pursuant to the Agreement must be furnished directly by the Contractor unless the Contract expressly permits otherwise.

Subject to the approval of the County, the Contractor may subcontract for the provision of ALS interfacility and/or CCT services provided hereunder. The Contractor shall remain accountable for all subcontracted services provided hereunder and services provided by any subcontractor shall be counted in all response time calculations, penalties and any other provisions of the RFP or Agreement that are applicable to Contractor. In addition to other penalties and remedies provided for under the Agreement, County may withdraw its approval of any subcontract in the event the subcontractor's performance is substandard as determined by the County.

6. Communities May Contract Directly for Level of Effort

This RFP and the Agreement are focused on Contractor performance. There are no provisions for a level of effort or requiring ambulances to be placed in specific areas of Yolo County. The Contractor may contract directly with cities and communities to have an ambulance located within their community. Such arrangements are subject to the approval of YEMSA and shall not be at YEMSA's expense.

7. Supply Exchange and Restock

The Contractor will restock basic life support supplies on a one-for-one basis based on utilization on calls by first response agencies.

8. Handling Service Inquiries and Complaints

Contractor shall log all inquiries and service complaints. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. Contractor shall submit to YEMSA each month a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the EMS Medical Director within twenty-four (24) hours.

G. Billing and Compliance

1. Compliance with Law

The Contractor shall comply with all federal laws and regulations applicable to its operations. This includes complying with all laws and regulations relating to the provision of ambulance services to be reimbursed by Medicare, Medicaid, and other government funded health care programs.

The Contractor shall comply with all state and local laws and regulations applicable to its operations and its provision of ambulance services under the Agreement.

The Contractor is responsible for determining and being fully familiar with all laws and regulations that apply to its operations and the services provided under the Agreement and to maintain compliance with those requirements at all times.

2. Indemnification

The Contractor shall defend, indemnify and hold the County harmless from any and all liability, fines, penalties, and other consequences from any failure by the Contractor to comply with such laws and regulations as pertaining to billing and reimbursement for services provider under the Agreement.

3. Permits and Licenses

The Contractor shall hold all required federal, state, and local permits and licenses required to perform its obligations and provide services under the Agreement. This includes making all necessary payments for licenses and permits for services provided and vehicles used under the Agreement. It also includes accepting responsibility to schedule and coordinate the application for such licenses and permits and their renewals on a timely basis to ensure compliance with federal, state and local requirements for such licenses and permits.

The Contractor shall ensure that, as applicable, its employees are not excluded from federal healthcare programs, that the state and local certifications they need to provide the services under the Agreement are valid and current at all times, and that the requirements they need to satisfy to secure and maintain such certifications have been met.

4. Compliance Program

The Contractor shall have and implement a comprehensive Compliance Program. The Contractor shall describe its Compliance Program in its proposal. The Compliance Program shall address all aspects of the Contractor's operations and focus particular attention on the Contractor's documentation, claims processing, billing and collection processes. The Compliance Program shall comply with the guidelines set forth in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers (68 Federal Register 14245 (March 24, 2003)) and any amendments thereto.

5. Coders and Billers

The Contractor shall describe its plan for utilizing the services of qualified coders and billers to submit claims for services provided under the Agreement. The Contractor may use in-house billers and coders, or may outsource these functions to a qualified billing agency. The Contractor shall describe its billing system, and describe its plan for utilizing qualified billers and coders to submit claims. Coders and billers processing claims for services provided under the Agreement must be certified by an external, national body that certifies ambulance coders and billers. Acceptable certifications include either the Certified Ambulance Coder (CAC) program (National Academy of Ambulance Coding), the Certified Professional Coder (CPC) program (National Academy of Professional Coders) or an equivalent external certification program approved by the County. Proposers shall submit evidence of biller/coder certifications in the

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Proposal, or describe their plan for obtaining certification for their billers/coders by the start date of the Agreement.

6. **Compensation for Services**

The Contractor shall secure compensation for its services through fee-for-service reimbursement of patient charges. The fees shall comply with the fee schedules and rates proposed in response to the RFP and as approved by the County.

a) No Subsidy

The Contractor shall receive no subsidy from the County for its services.

b) Annual CPI Fee Adjustments

The Contract Administrator will approve annual increases to patient charges based upon changes in the Consumer Price Index for All Urban Consumers, unless the annual CPI-U is negative, in which case no increase shall be granted.

c) Application for Fee Adjustments

In the event changed circumstances substantially impact costs of providing services under the Agreement or there are substantial reductions in revenue caused by factors that are beyond the control of the Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months after the commencement of the Agreement. If the Contractor believes a rate adjustment is warranted, it may apply to the Contract Administrator for the rate adjustment to be effective on or after the first anniversary of the Agreement. The application must be submitted at least sixty (60) days prior to the requested effective date. The Contract Administrator shall review the application and forward a recommendation to the Director, who shall have authority to make a recommendation to the County's Board of Supervisors. Approval of rate changes must be approved by the County's Board of Supervisors before they become effective.

7. **Billing/Collection Services**

The Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit and that minimizes the effort required of patients to recover payments from third party sources for which they may be eligible. The Contractor shall describe this system in the Proposal. The billing system shall:

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- Electronically generate and submit Medicare and MediCal claims;
- Itemize all procedures and supplies employed on patient bills; and
- Be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

The Contractor shall conduct all billing and collection functions under the Agreement in a professional and courteous manner and shall not attempt to collect its fees at the time of service for any emergency services provided under the Agreement.

The Contractor shall address the economic concerns of patients without insurance and who are unable to pay their ambulance bills through the application of a financial hardship waiver policy. Proposers must describe their financial hardship waiver policy and plan to provide emergency care to the County's indigent population. Contractor may not threaten or take any collection actions with regard to patients who qualify as indigent under Federal poverty guidelines.

8. HIPAA Compliance Program

The Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated by the U.S. Department of Health and Human Services to facilitate implementation of HIPAA. The three major components of HIPAA include:

- Standards for Privacy and Individually Identifiable Health Information
- Health Insurance Reform: Security Standards;
- Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

The Contractor is responsible for all aspects of complying with HIPAA and regulations adopted thereunder and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA or its regulations shall be reported immediately to the County, in addition to other notifications that may be required under state and/or federal law, along with the Contractor's actions to address and mitigate the effect of such violations. Proposers shall describe their HIPAA compliance program, including mandatory HIPAA training of all members of the Proposer's workforce.

9. Annual Independent Claims Review

The Contractor shall fully cooperate with a qualified entity, as chosen by the County, to conduct an independent claims review on an annual basis utilizing a random sample of Contractor's Medicare claims. Contractor shall bear the cost for the annual independent random claims review, at a cost not to exceed \$15,000 per audit. The claims reviewer shall submit its report directly to the County. In the event the audit determines a claim error rate, as defined by the Office of Inspector General (OIG) in excess of 5%, Contractor shall submit a corrective action plan to County describing its plan for reducing the error rate, and in such case, Contractor shall submit to an additional independent claims review of a Statistically Valid Random Sample (SVRS) by the County's qualified claims reviewer, in addition to the annual claims reviews, and bear the costs of such additional SVRS claims review. Contractor shall refund all identified Medicare overpayments within the time frame established under federal law.

A sustained billing error rate in excess of 5%, as determined in three or more consecutive independent claim reviews, shall be grounds for termination of the Agreement.

H. Accounting and Recordkeeping

Contractor shall maintain separate financial records for services provided pursuant to the Agreement in accordance with generally accepted accounting principles. With reasonable notification and during normal business hours, YEMSA shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to YEMSA at the Contractor's Yolo County office or other mutually agreeable location. YEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, claims and related billing documents, personnel and other records, daily logs and employment agreements.

On an annual basis, the Contractor shall provide YEMSA with audited financial statements by certified public accountants for Contractor's ambulance operations in Yolo County and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation.

Contractor may be required by YEMSA to provide YEMSA with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

I. Contractual Provisions

1. Insurance

Contractor shall obtain and maintain in full force and effect throughout the term of the Agreement, and thereafter as to matters occurring during the term of the Agreement, the required insurance coverage listed in Appendix I.

2. Hold Harmless

To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, YEMSA and the officers, agents, employees and volunteers of County and YEMSA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, contractors, etc. in rendering services under the Agreement. Contractor shall notify the County immediately in writing of any claim or damage related to activities performed under the Agreement. The Contractor shall cooperate with County in the investigation and disposition of any claim arising out of the activities under the Agreement.

3. Employee Character and Fitness

Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under the Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law.

Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold County, YEMSA and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

4. Performance Security Bond

Contractor shall furnish performance security in the amount of one million dollars (\$1,000,000) in one of the following forms:

- A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to YEMSA; or

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- An irrevocable letter of credit issued pursuant to this provision in a form acceptable to YEMSA and from a bank or other financial institution acceptable to YEMSA.

5. **Term of Agreement**

The initial term of the Agreement between County and Contractor shall be for a period of five (5) years.

6. **Earned Extension to Agreement**

If, at the sole judgment and discretion of YEMSA, the Contractor is deemed to be substantially in compliance with the specifications defined in this RFP and the resulting Agreement, YEMSA will grant an extension of the Agreement for up to five (5) additional years. YEMSA shall make the offer of extension by formal written notice to the Contractor at least eighteen (18) months prior to the scheduled end of the term of the Agreement. If the Contractor does not want to continue providing services to YEMSA as stipulated in the Agreement after the end of the Term, the Contractor must give notice of its intent not to extend the Agreement at least seventeen (17) months prior to the scheduled end of the term of the Agreement.

7. **Continuous Service Delivery**

Contractor expressly agrees that, in the event of a default by Contractor under the Agreement, Contractor will work with YEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist YEMSA to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

8. **Annual Performance Evaluation**

YEMSA may evaluate the performance of the Contractor on an annual basis. An evaluation report will be provided to the EMCC and Yolo County Board of Supervisors. The following information will normally be included in the performance evaluation:

- Response Time performance standards assessed with reference to the minimum requirements in the Agreement;
- Clinical performance standards assessed with reference to the minimum requirements in the Agreement;

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- Initiation of innovative programs to improve system performance;
- Workforce stability, including documented efforts to minimize employee turnover;
- Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement; and
- Compliance with information reporting requirements

9. Default

YEMSA shall have the right to terminate or cancel the Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches the Agreement and fails to cure such default as described in Section 13 below.

Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

- Failure of Contractor to operate the ambulance service system in a manner which enables YEMSA or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and county laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated infractions shall constitute a material breach;
- Willful falsification of data supplied to YEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under the Agreement;
- Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
- Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described herein;
- Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;
- Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;

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- Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
- Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- Failure of Contractor to comply with approved rate setting, billing, and collection procedures, and/or the submission of false or fraudulent claims for reimbursement by Contractor;
- Failure of Contractor to meet Response Time requirements for three consecutive measurement periods in a single category and after receiving notice of noncompliance from Contract Administrator;
- Failure of Contractor to comply with the vehicle lease provisions;
- Failure of Contractor to cooperate and assist County in the investigation or correction of any "Minor Breach" conditions;
- Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
- Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
- Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
- Failure to timely prepare and submit the required annual audit; and
- Any other willful acts or omissions of Contractor that endanger the public health and safety;
- Breach of any other provisions specified in the RFP or the Agreement which expressly afford the County a right of termination of the Agreement.

10. Termination

a) Written Notice

The Agreement may be canceled immediately by written mutual consent.

b) Failure to Perform

YEMSA, upon written notice to Contractor, may immediately terminate the Agreement should Contractor fail to perform properly any of its obligations. In the event of such termination, YEMSA may proceed with the work in any reasonable manner it chooses. The cost to YEMSA of completing Contractor's performance shall be partially supported by securing the funds of the

Performance Security Bond, without prejudice to YEMSA's rights otherwise to recover its damages.

11. Emergency Takeover

In the event YEMSA determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Board. If the Board concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the YEMSA to affect an immediate takeover by the YEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 72 hours after Board decision to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the YEMSA ambulances and associated equipment used in performance of the Agreement, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with YEMSA ALS Policies and Procedures.

Contractor shall deliver ambulances, dispatch and communications system, facilities and crew stations to the YEMSA in mitigation of any damages to YEMSA resulting from the Contractor's breach. However, during the YEMSA's takeover of the ambulances and equipment, YEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, YEMSA shall pay the Contractor fair market rental based upon an independent valuation.

During any such emergency takeover, the County shall be entitled to all reimbursement from patients and third party payers and insurers for services provided under the Agreement. At its option, the County may directly bill for such services, in which case Contractor shall discontinue all such billing, or

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County may direct Contractor to bill for said services, and to remit all reimbursement received to County upon receipt.

Nothing herein shall preclude YEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Board's findings or the nature and amount of the YEMSA's damages, if any, through litigation; however, such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by YEMSA. By submitting a Proposal and entering into an Agreement with the County for the provision of ambulance services hereunder, Contractor specifically waives the right to seek or obtain injunctive or other equitable relief to prevent an emergency takeover as provided herein. Failure on the part of the Contractor to cooperate fully with YEMSA to effect a safe/smooth takeover of operations shall itself constitute a breach of the Agreement, even if it is later determined that the original declaration of breach by the Board was made in error.

YEMSA shall have the right to authorize the use of vehicles and equipment by another company. Should YEMSA require a substitute contractor to obtain insurance on equipment, or should YEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

YEMSA agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, YEMSA shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

YEMSA may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer than YEMSA judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means YEMSA chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to the Agreement are hereby leased to YEMSA during an emergency takeover period. Contractor shall maintain and provide to YEMSA a listing of all vehicles used in the performance of the Agreement, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to YEMSA within thirty

(30) days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

12. Remedies

If conditions or circumstances constituting a Default as set forth herein exist, YEMSA shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement and/or the right to pursue Contractor for damages and the right of emergency take-over as set forth herein. All of YEMSA's remedies shall be non-cumulative and shall be in addition to any other remedy available to YEMSA.

13. Curing Material Breach

In the event of an actual or threatened material breach, YEMSA, through the Contract Administrator, shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach and the reason why such material breach endangers the public's health and safety. Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice. Within twenty four (24) hours of receipt of such notice, Contractor shall deliver to YEMSA, in writing, a plan of action to cure such material breach. If Contractor fails to cure such material breach within the period allowed for cure, as determined by YEMSA, or Contractor fails to timely deliver the cure plan to YEMSA, YEMSA may request the Board to determine that a material breach has occurred and authorize YEMSA to execute an emergency take-over of Contractor's operations.

For any default by Contractor which does not endanger public health and safety, or for any default by YEMSA, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.

14. Transition Planning

a) Subsequent Competitive Bid Process

Contractor acknowledges that YEMSA intends to conduct a competitive procurement process for the provision of Emergency Ambulance Service within the County prior to the termination of the Agreement. Contractor acknowledges and agrees that YEMSA may select a different ambulance service provider to provide exclusive Emergency Ambulance Services following said competitive procurement process.

b) Future Bid Cycles

Contractor acknowledges and agrees that supervisory personnel, EMT's, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

15. "Lame-duck" Provisions

Should the Agreement not be renewed, extended or if notice of early termination is given by Contractor, Contractor agrees to continue to provide all services required in and under the Agreement until YEMSA or a new entity assumes service responsibilities. Under these circumstances Contractor will, for a period of several months, serve as a lame duck Contractor.

To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

- Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to another organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
- Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement or placing an undue burden on the subsequent Contractor;
- YEMSA recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. YEMSA shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale

down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period; and

- Should YEMSA select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence

16. General Provisions

a) Assignment

Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from YEMSA and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of YEMSA, shall not convey any rights to the assignee.

b) Permits and Licenses

Contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, Contractor shall make all necessary payments for licenses and permits for the services and for issuance's of state permits for all ambulance vehicles used. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services pursuant to the Agreement. Contractor shall be responsible for ensuring that its employees' state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

c) Compliance with Laws and Regulations

All services furnished by Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under the Agreement and to maintain compliance with those applicable standards at all times.

d) Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of the Agreement.

e) Retention of Records

Contractor shall retain all documents pertaining to Agreement for seven (7) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of YEMSA, the County, the State of California, and the United States Government.

f) Product Endorsement/Advertising

Contractor shall not use the name of Yolo County for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator. The County shall have the right to utilize Contractor images and other multimedia materials for educational and promotional purposes.

g) Observation and Inspections

YEMSA representatives may, at any time, and without notification, directly observe Contractor's operations of the Dispatch Center, maintenance facility, or any ambulance post location. A YEMSA representative may ride as "third person" on any of Contractor's ambulances at any time, provided, that in exercising this right to inspection and observation, YEMSA representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees' duties and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by YEMSA, YEMSA representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, and patient records pertaining to the Agreement. YEMSA may audit, copy, make transcripts, or otherwise reproduce such records for YEMSA to fulfill its oversight role.

h) Relationship of the Parties

Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Contractor is an independent contractor and is not an employee of County or YEMSA. Contractor is responsible for all insurance (worker’s compensation, unemployment, etc.) and all payroll related tax. Nothing in the Agreement shall create any right or remedies in any third party. The Agreement is entered solely for the benefit of the County, YEMSA, and Contractor.

i) Rights and Remedies Not Waived

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without compensation from YEMSA or the County. The acceptance of work under the Agreement shall not be held to prevent YEMSA’s maintenance of an action for failure to perform work in accordance with the Agreement.

j) Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Yolo County, California.

k) End-term Provisions

Contractor shall have ninety (90) days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

l) Notice of litigation

Contractor shall agree to notify YEMSA within 24 hours of any litigation or significant potential for litigation of which Contractor is aware.

m) General Contract Provisions

In addition to the specific contract provisions listed this document; the written Agreement will include general conditions required by YEMSA in contracts such as those listed herein.

SECTION VI. COMPETITIVE CRITERIA

This section sets forth the competitive performance criteria to be competitively assessed and scored by the Review Panel (the Competitive Criteria).

For each Competitive Criterion, the narrative below defines a base level of performance to which every Proposer must agree (the Minimum Requirements). The agreement must be unqualified and expressly stated in the Proposal. If a Proposer fails to agree to any Minimum Requirement related to any Competitive Criterion, the Director may, in his or her discretion, declare the Proposal unresponsive and disqualified. The Proposer must agree to the Minimum Requirements regardless of whether the Proposer goes on to propose levels of performance that are higher than contained in the Minimum Requirements for a given Competitive Criterion. For Proposers offering to meet but not exceed the Minimum Requirements for a given Competitive Criterion, the Proposal must set forth the information requested below regarding the manner in which the Proposer will meet the performance level specified in the Minimum Requirements.

For each Competitive Criterion, Proposers are encouraged to propose levels of performance higher than the Minimum Requirements. The narrative describes the policy and operational goals for each Competitive Criterion, which YEMSA is seeking to maximize through competition. It also provides guidelines and examples to illustrate how the policy and operational goals might be promoted. However, the specific concepts and activities comprising these examples are neither specifically required nor exclusive. The Competitive Criteria provide an opportunity for a Proposer to differentiate its proposed service from that of other Proposers and to demonstrate the organizational capabilities and experience which it would bring to bear if it becomes the Contractor.

Because every Proposer is required to commit to the Minimum Requirements, no points shall be awarded in connection with a Competitive Criterion unless a higher level of performance is proposed. Points available for each Competitive Criterion for which a higher level of performance is proposed shall be scored as set forth herein.

A goal of this RFP is to increase the levels of communication, cooperation, collaboration, and in some cases functional integration among the different entities comprising the EMS system. This goal is furthered by various provisions in the Core Requirements and in the Minimum Requirements. In addition, certain of the Competitive Criteria invite Proposers to propose higher levels of collaboration.

A. Clinical

1. Competitive Criterion: Quality Improvement

a) Minimum Requirements—Demonstrable Progressive Clinical QI

YEMSA requires that the Contractor develop and implement a comprehensive quality management program that incorporates assuring compliance with the Agreement, minimum performance standards, and rules and regulations. The program shall also include process measurement and process improvement that is integrated with the EMS system’s quality management program. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and YEMSA and based on current EMS research and call demand. YEMSA ultimately will approve and implement the quality monitoring and improvement plan to be used in the County by all EMS system participants.

YEMSA is not seeking overly complex systems or processes that focus on stipulated categories of patients, EMS calls, or providers. Proposers must commit to a clear, concise, and implementable set of processes and practices designed to produce tangible improvements for the patients and other customers served by the EMS system, the Proposer’s employees who serve Yolo County, and the other agencies involved in the Yolo County EMS system.

In addition to generally committing to these Minimum Requirements, Proposers shall illustrate their ability to achieve them by describing their overall approach to comprehensive quality management.

b) Higher Levels of Commitment—Quality Management

In the majority of American EMS systems, “quality management” is limited to a retrospective evaluation of patient care reports. A growing number of EMS systems, however, are expanding the scope of their quality management efforts to include clinical performance indicators paired with an education system designed to effect clinical improvements.

YEMSA is committed to such a comprehensive model of quality management that, while patient centered, encompasses all vital functions within the system. This Competitive Criterion encourages Proposers to join in this commitment. Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

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A Proposal might incorporate the 2013-2014 Baldrige Performance Excellence Program: Health Care Criteria for Performance Excellence. A copy of this program can be downloaded at www.quality.nist.gov. The core areas addressed by this process provide a solid framework for a comprehensive and progressive quality management program. These areas include:

- Leadership
- Strategic Planning
- Customer Focus
- Measurement, Analysis, and Knowledge Management
- Workforce Focus
- Operations Focus
- Results

2. Competitive Criterion: Clinical and Operational Benchmarking

It is important for an organization to monitor and measure performance in all aspects of its operations. The definition of what activities are to be measured and monitored is an essential component.

a) Minimum Requirements— Clinical and Operational Benchmarking

Benchmarking of Key Performance Indicators (KPIs) including KPIs focused on clinical care is required. Some of the measurements may be process oriented in lieu of outcome measurements. It is anticipated that the KPI will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director and YEMSA. The Contractor shall provide, on a monthly basis, information necessary to benchmark KPIs. KPIs focusing on clinical activities to be measured will include, at a minimum:

- Response time performance by zone, priority, and County-wide
- Presumptive impressions at dispatch compared to field intervention
- Scene time and total pre-hospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma
- Cardiac arrest survival in accordance with Utstein protocols
- Fractal measurement of time to first defibrillation
- Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients
- Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure

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- Compliance with protocols, procedures, and timelines for patients with asthma or seizures
- Compliance with protocols, procedures, and timelines for patients with cardiac arrest
- Compliance with protocols, procedures, timelines, and destinations for trauma patients
- Compliance with protocols, procedures, and timelines for patients with presumed stroke symptoms
- Compliance with protocols, procedures, and timelines for assessment of pain relief
- Successful airway management rate by entire system, provider type and individual, including EtCO2 detection
- Successful IV application rate by entire system, provider type and individual
- Complaint management
- Paramedic skill retention
- Use of mutual aid
- Safety

Contractor will be required to produce a periodic report that describes overall compliance with protocols and provides an analysis of which protocols have the most compliance challenges. Proposers should describe their current and proposed benchmarking, KPI monitoring, and its method for regularly assessing compliance with EMS Medical Protocols.

b) Higher Levels of Commitment—Clinical and Operational Benchmarking

Measuring and monitoring KPIs on a regular and consistent basis promotes an organization's improvement and development. EMS organizations that are committed to improvement not only measure and monitor, but use the results to effect change. Proposers can demonstrate a higher level of commitment to measurement, monitoring, benchmarking, and improvement by documenting performance indicators that they measure and describing the use of the results.

Non-clinical performance indicators are relevant for operational, financial, or organizational advancement. Incorporating such focus areas demonstrates a higher level of commitment to performance and improvement. Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below. The Contractor's system for benchmarking might include non-clinical KPIs such as:

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- Employee injuries
- Vehicle collisions (>\$250 damage) per 100,000 fleet miles
- Critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles
- Consumer satisfaction
- Employee turnover
- Employee satisfaction
- Claim error rate

Other KPI benchmarking might include comparing clinical data published by the National Association of EMS Physicians or other national organizations comparing the system with other similarly designed clinically sophisticated systems. The organization's approach to learning and performance improvement using industry and non-industry benchmarking can also demonstrate higher levels of capability and commitment. Participation in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. The Proposer might demonstrate a higher level of commitment by describing past participation in and proposed out-of-hospital research projects. For illustration, such projects might include but are not limited to research involving:

- Impacts of Public Access Defibrillation (PAD)
- Reduction of "at scene" time
- Reduction of "at patient" status to first shock or ALS intervention
- Other research projects as approved by the EMS Medical Director.

3. Competitive Criterion: Dedicated Clinical Oversight Personnel

It is YEMSA's goal that all organizations participating in the Yolo County EMS system have adequate and competent oversight and management of the clinical services and quality improvement activities.

a) Minimum Requirements—Clinical Leadership Personnel

A senior manager shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs. The Contractor shall also designate an individual to implement and oversee the Contractor's on-going clinical quality program. This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to the Agreement.

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Proposers are required to document their commitment to have the senior members of their Yolo County operating unit actively participate in the leadership and oversight of the EMS quality management system. This commitment includes but is not limited to active participation of Proposer's senior leadership in meetings related to EMS and public health and safety coordinated by YEMSA and Yolo County and actively participating in projects designed to improve the quality of EMS in the County of Yolo. The Proposer shall describe its commitment of leadership to clinical quality and describe the individual to oversee its clinical quality program including a job description and reporting relationships.

b) Higher Levels of Commitment—Clinical Leadership Personnel

An organization's commitment is demonstrated by the caliber, qualifications, and expertise dedicated to an endeavor. Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Implementing specific programs and activities to fully engage the workforce in quality management, such as peer review activities, medical audits, etc.
- The quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects
- Methods used to communicate openly with the workforce and to assess the effectiveness of this communication
- Activities used by the organization to communicate performance data to the members of the workforce involved in the process whose performance is being monitored
- Strategies used by the organization's leadership team to promote legal and ethical behavior for themselves and the entire organization
- The organization's process for handling breaches of ethical behavior
- Activities of the organization's leadership to promote a culture focused on patient and employee safety
- Procedures used by the organization to handle situations that have or may have had an adverse impact on patients or the public

4. Competitive Criterion: Medical Direction

Ambulance services employ Medical Directors to lead the clinical care services. The involvement, commitment, and expertise expected from the Medical

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Director should directly contribute to clinical service levels, quality of care and quality management and improvement.

a) Minimum Requirements—Medical Direction

Proposer shall engage a physician as its Medical Director to oversee the Contractor's clinical activities. The Proposer shall identify its Medical Director and provide a curriculum vita outlining his or her experience and qualifications. The Proposer shall also provide written confirmation that the Proposer's Medical Director will, at no charge, provide medical direction services to the ALS first response unit operated by the Yocha Dehe Wintun Nation.

b) Higher Levels of Commitment— Medical Direction

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Emphasizing the Medical Director's qualifications such as Board Certification in Emergency Medicine, an EMS fellowship program, completion of the EMS Medical Director's Course or other similar EMS-specific credentials
- Committing the Medical Director to active involvement with the Contractor and its employees, training, research, field observation, and pledges to work with the EMS System's Medical Director
- Committing to support its Medical Director in engaging with other members of the Yolo County medical community to identify and support the system's standard of care and to identify and resolve issues that may arise

5. Competitive Criteria: Focus on Patients and Other Customers

Clinical quality is not measured solely by the patient's physical outcome. It is important to monitor and analyze the entire interaction of the patient and customers within the EMS system.

a) Minimum Requirements—Focus on Patients and Other Customers

At a minimum, the Contractor shall have a comprehensive mechanism for handling patient and customer complaints or issues. The Proposer shall describe the organization's mechanism for managing complaints. Include methods for receiving, investigating, resolving, and tracking complaints. Include the method

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for analyzing complaint patterns along with examples of improvement activities that have resulted from this analysis.

Contractor shall establish and publish a Customer Access Hotline giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor’s leadership team to discuss recommendations or suggestions for service improvements. The number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The hotline number will be published in the local telephone directory and on the Contractor website and publicized at local healthcare facilities, fire stations, and public safety agencies. Members of the Contractor’s leadership team are to be automatically notified of any incoming calls. A management designee must return the call to the customer within thirty (30) minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.

b) Higher Levels of Commitment—Focus on Patients and Other Customers

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Identifying how the organization determines the desires, needs, and expectations of patients and other customers
- Discussing the mechanisms the organization uses to incorporate the “voice of the customer” in planning processes
- Describing the organization’s system for assuring and monitoring equitable EMS care to traditionally underserved patients such as the elderly, substance abusers and mental health patients as well as to all patients based on neighborhood, age, gender, and ethnicity
- Describing detailed examples of the methods the organization uses to assess and monitor the effectiveness at meeting the needs and desires of patients and other customers
- Describing the mechanism for providing infection control for employees, system partners in healthcare and patients

6. Competitive Criterion: Continuing Education Program Requirements

a) Minimum Requirements— Continuing Education

Contractor shall provide in-house or sub-contracted in-service training programs designed to meet state and YEMSA licensure/certification requirements at no cost to employees. All in-service and continuing education programs must

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comply with state regulations. The EMS Medical Director may mandate specific continuing education programs and content requirements, and YEMSA may review and audit any continuing education programs offered by the Contractor.

b) Higher Levels of Commitment—Continuing Education

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Targeting educational content to address local system needs
- Expanding the content of training program offerings
- Introducing innovative, engaging and interactive educational/training methods
- Measuring competency with specified skill sets

B. Operations

1. Competitive Criterion: Dispatch and Communications

Ambulance Response Times are impacted by the efficiency and reliability of the dispatch system referring calls to the sometimes-complex communication chain connecting a local resident or visitor who has just dialed 911 to the ambulance crew, which is asked to respond to the incident address. This communication chain varies between different jurisdictions within Yolo County. This RFP is intended to promote a higher level of collaboration between the Contractor and County PSAPs and public safety agencies to improve the efficiency and reliability of communications between those entities. The goal in this Competitive Criterion is to reduce Response Times and promote a seamless dispatch process by minimizing the transfer of calls or information from the calls.

a) Minimum Requirements—Dispatch and Communications

The Contractor shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for Emergency Ambulance Services made by County Public Safety Access Points, specifically including UHF, VHF and 800MHz radio capabilities. As soon as a call is determined to be a medical call, the County PSAPs will pass the call to the Contractor's dispatch center. The Contractor is responsible to provide Emergency Medical Dispatch call prioritization as to acuity and provide medical pre-arrival instructions in accordance with national and YEMSA approved standards.

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Staffing levels shall be such that electronic or telephonic notifications from the County designated public safety dispatch centers are answered or responded to within fifteen (15) seconds.

Contractor shall adequately train and prepare emergency ambulance dispatchers to process emergency medical requests for service approved emergency medical dispatch protocols. Said dispatchers shall be given a company orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of Contractor's ambulance dispatch system and shall within six (6) months of contract start, obtain Emergency Medical Dispatch certification.

Contractor shall be responsible for all mobile radio equipment and cellular phones for use in the field including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system. This will enable Contractor to effectively receive communications from the Contractor's Dispatch Center and shall be capable of receiving and replying to such requests for Emergency Ambulance Services by voice or data linkage.

Minimum requirements for the Contractor's communications system include:

- The communications system shall be capable of receiving and transmitting all communications necessary to provide Emergency Ambulance Services pursuant to the Agreement, including communicating with hospitals and other public safety agencies as required in a declared disaster situation. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient. The Contractor's ambulance crews shall be capable of transmitting 12-lead ECG to receiving facilities
- Contractor shall equip all ambulances and supervisory vehicles used in performance of services in Yolo County with radio equipment for communications with Contractor's Dispatch Center, suitable for operation on the California On-Scene Emergency Coordination Radio System and for communication with hospital receiving facilities
- Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission (FCC), and in conformance with all applicable YEMSA rules and operating procedures
- Contractor shall ensure access to cellular telephones for use on ambulances and supervisory units

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- Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices.
- Contractors shall apprise all County PSAPs of their locations and any changes thereto.

Proposers shall fully describe how they intend to comply with the minimum requirements listed above and include a description of the equipment and technology to be used.

b) Higher Levels of Commitment— Dispatch and Communications

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Equipping all ambulances with Mobile Data Terminals (MDT)
- Obtaining Accredited Center of Excellence or comparable certification for its dispatch center
- Providing access for YEMSA staff members to access the Contractor's CAD to audit and create reports for system performance monitoring
- Proposing other strategies to be undertaken at the Contractor's expense which would be likely to materially reduce ambulance Response Times across all or any significant part of the EMS system

2. Competitive Criterion: Vehicles

Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor.

a) Minimum Requirements—Vehicles

At a minimum, the Contractor shall meet the following requirements:

- All ambulances shall meet the standards of applicable California laws and regulations
- Ambulance vehicles used in providing contract services shall bear the markings "Yolo County Emergency Medical Services" in at least four (4) inch letters on both sides. Such vehicles shall display the "911" emergency telephone number and state the level of service, "Paramedic Unit," on both sides.

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- Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement
- Overall design, color, and lettering are subject to the approval of the Contract Administrator
- Proposer shall describe the ambulance and supervisory vehicles to be utilized for the services covered under the Agreement
- Ambulance replacement shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System
- Each ambulance shall be equipped with GPS route navigation capabilities

b) Higher Levels of Commitment—Vehicles

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Documenting the type, age, mileage, and configuration of the ambulance fleet and supervisory vehicles
- Installing equipment and selecting vehicles that provide innovations for safety, specialized transport capabilities, reduced environmental impact, etc.

3. Competitive Criterion: Equipment

Acquisition and maintenance of all equipment including parts, supplies, spare parts, and costs of extended maintenance agreements shall be the responsibility of the Contractor.

a) Minimum Requirements—Equipment

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment will meet or exceed all County requirements. Contractor shall also comply with all applicable state equipment requirements for adult, pediatric and other populations.

Contractor agrees that equipment and supply requirements may change. YEMSA may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements, YEMSA may:

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- Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission
- Subject the Contractor to a \$500.00 penalty; and

The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. YEMSA may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

b) Higher Levels of Commitment—Equipment

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to providing equipment or technologies above that required by County and/or state guidelines. These additional items may include advances in clinical care capabilities, opportunities for increasing safety for crewmembers and patients, and items to increase ease of work, improve efficiency or make efforts more effective.

4. Competitive Criterion: Vehicle and Equipment Maintenance

a) Minimum Requirements—Vehicle and Equipment Maintenance

Contractor shall be responsible for all maintenance of ambulances, support vehicles, and onboard equipment used in the performance of its work. YEMSA expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in serviceable condition. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service.

The appearance of ambulances and equipment impact customers' perceptions of the services provided. Therefore, YEMSA requires the Ambulances and equipment that have defects, even significant visible but only cosmetic damage, be removed from service for repair without undue delay.

Contractor must utilize an ambulance maintenance program that achieves the highest standard of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, developing and implementing

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standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system.

All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Contractor's expense.

b) Higher Levels of Commitment—Vehicle and Equipment Maintenance

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Proposer offers to exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services; and/or
- The Proposer describes how it will exceed minimum requirements for the testing, monitoring, maintaining, and retaining documentation for all bio-medical equipment such as complying with the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard

5. Competitive Criterion: Deployment Planning

The Contractor will be expected to work continuously to refine and improve its coverage and deployment plans throughout the term of the Agreement. All plan modifications will be at Contractor's sole discretion and expense.

a) Minimum Requirements—Deployment Planning

Contractor shall agree to deploy its ambulances in such a manner to achieve the Response Time requirements. The Contractor shall also commit to modify and adjust its deployment strategies in the event that Response Time performance is not complying with the standards or if it is identified that there are areas of the County, which are chronically experiencing delayed responses. The Proposer shall describe its methods and initial deployment plans to be used in Yolo County. A description of the methodology used by the organization to monitor and modify its plans will also be documented.

b) Higher Levels of Commitment—Deployment Planning

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

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- Describing sophisticated processes it has developed or used to achieve exemplary Response Time performance; and/or
- Utilizing technologies or managerial processes to enhance Response Time performance.

C. Personnel

YEMSA recognizes that those employed in the Yolo County EMS system ultimately determine the effectiveness and quality of the service. Proposers are encouraged to focus on employees especially as it pertains to safety, workload, advancement opportunities, and compensation.

1. Competitive Criterion: Field Supervision

YEMSA recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. YEMSA also desires that these personnel and operational supervisory responsibilities do not displace the Contractor's provision of direct clinical supervision of the Contractor's caregivers.

a) Minimum Requirements—Field Supervision

Contractor shall provide 24-hours a day on-duty supervisory coverage within Yolo County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters.

Proposers shall also specifically describe how its Supervisors are able to monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and to ensure that on-duty employees are operating in a professional and competent manner.

b) Higher Levels of Commitment—Field Supervision

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- The provision of a dedicated supervisor and vehicle for Yolo County coverage
- Specialized training for supervisors (i.e. Strike team leadership)
- Exemplary qualification requirements; and
- Other defined activities to support and supervise field personnel

2. Competitive Criterion: Work Schedules

This is a performance-based Agreement and Contractor is encouraged to be creative in delivering services. Contractor is expected to support employees by employing reasonable work schedules and conditions.

a) Minimum Requirements—Work Schedules

YEMSA emphasizes that the Contractor is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by Contractor. YEMSA will not otherwise involve itself in Contractor’s management/employee relationships.

Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. To mitigate fatigue and safety concerns, Contractor’s paramedics and EMTs working on an emergency ambulance or as a field supervisor should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced. Proposer shall describe its policies and procedures used to monitor employee fatigue and impairment.

Provider fatigue and the impairment associated with the fatigue pose a significant safety risk for patients, partners, and others in the community. Crewmembers working on ambulances in Yolo County shall not be scheduled to work shifts longer than twelve (12) consecutive hours and shall not remain on duty for longer than eighteen (18) consecutive hours due to late calls or unscheduled holdovers. A rest period of at least eight (8) consecutive hours between shifts is required. The only exception will be a County declared disaster.

b) Higher Levels of Commitment—Work Schedules

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to the delineation of monitoring mechanisms, procedures, and policies designed to ensure that employees are not overworked or expected to work for extended time periods that may cause fatigue and impair the employee’s ability to perform safely and appropriately.

3. Competitive Criterion: Internal Risk Management/Loss Control Program

Education and aggressive prevention of conditions in which accidents occur are the best mechanism to avoid injuries to Contractor staff and patients.

a) Minimum Requirements—Risk Management

YEMSA requires Contractor to implement an aggressive health, safety, and loss mitigation program including, at a minimum:

- Pre-screening of potential employees (including drug testing)
- Initial and on-going driver training
- Lifting technique training
- Incorporating current information related to medical device FDA reportable events, recall, equipment failure, accidents
- Addressing employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues

Planning for safety and risk mitigation processes will include, at a minimum:

- Gathering data on ALL incidents that occur among the Contractor’s workforce
- Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors
- Gathering safety information as required by law
- Implementing training and corrective action on safety related incidents, as required by law; and
- Providing safe equipment and vehicles.

b) Higher Levels of Commitment—Risk Management

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to implementation of a comprehensive safety and risk management plan that involves employees, analyzes processes, monitors safety activities, and incorporates all processes into policies, procedures, training programs designed to enhance safety for the workforce and patients.

4. Competitive Criterion: Workforce Engagement

An experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services. Proposers are encouraged to meet with current system employees (and, if the Contractor’s workforce is unionized, their labor representatives) prior to submitting proposals.

a) Minimum Requirements—Workforce Engagement

At a minimum, the Proposer shall describe and document the following:

- The organization’s method for providing system and individual performance feedback to employees
- The organization’s mechanism for involving front line employees in quality and performance improvement projects
- The credentialing requirements for the employees including but not limited to EMT’s, paramedics, billers/coders, dispatchers, and mechanics
- Methods to assess, maintain, and develop new skills for employees in the workforce
- The organization’s practices to ensure diversity in the workforce. Address the organization’s level of diversity alignment with the communities that you serve
- The organization’s practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability
- The Proposer’s commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs

b) Higher Levels of Commitment— Workforce Engagement

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Describing the organization’s process for assessing the engagement and satisfaction level of employees. Include description of an ongoing process that produces qualitative and quantitative KPIs for employee satisfaction
- Identifying the methods used by the organization for two-way communication between front line employees and the leadership team
- Describing the organization’s mechanism for obtaining and implementing employee improvement suggestions
- Identifying a career ladder and professional development process for members of the workforce

D. Management

1. Competitive Criterion: Key Personnel

a) Minimum Requirements—Key Personnel

Proposers shall identify the individuals who will fill the key leadership positions for Yolo County. Provide resumes for the individuals. If the positions have not been filled for Yolo County, provide the job descriptions that will be used for the positions that include minimum qualifications and scope of responsibilities. Identify out-of-county leadership personnel who will be actively involved in the Yolo County operations, if applicable. Include their resumes, qualifications, and scope of responsibilities.

b) Higher Levels of Commitment—Key Personnel

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Provision of on-going training for key managers and development programs for EMS managers and supervisors offered to those personnel at no cost. While there is no specific program regarding the exact content of the development program, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program
- Stability of the Contractor's leadership team directly correlates with the continuation of the performance of the EMS system. The Proposer may describe how it will ensure continuity and reduce managerial turnover in the system

E. EMS System and Community

1. Competitive Criterion: Supporting the First Response System

The EMS system in Yolo County is the product of collaboration among numerous related and unrelated agencies, which are dependent on one another to assure positive outcomes for the individuals being served. YEMSA's goals regarding this collaborative system include:

- Providing a seamless handoff of patients by first responders to the Emergency Ambulance Service

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- Achieving the prevailing industry standard with respect to the provision of training to first responders; and
- Expanding and enhancing ALS response capacity throughout the County

YEMSA and the County desire to increase collaboration between first responders and the County's ambulance service. This increased collaboration may take many forms including formal agreements or combined work and training activities. The Proposers are not expected to negotiate formal agreements with other EMS participants prior to the award of the Agreement. If a Proposer proposes to commit to a collaborative arrangement as described in this section, it is only necessary to state that commitment and describe the terms on which the Proposer is willing to collaborate in the Proposal.

a) Minimum Requirements—First Response System

Each Proposer must commit to:

- Exercising good faith efforts to maintain positive working relationships with all first response agencies across the County
- Making continuing EMS education available without cost to all first responders across the County at the level prevailing in the industry
- Restock at the Contractor's cost basic life support supplies utilized by first response agencies
- Providing internship opportunities for paramedic, EMT-Advanced and EMT students, giving preference to students from training programs located in Yolo County; and
- Designating an individual as its contact person/liaison for the first response agencies

b) Higher Level of Commitment—First Response System

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Encouraging the development of ALS first response services and the training of Advanced EMTs (if applicable)
- Restocking ALS supplies for agencies committing to provide ALS first response with Advanced EMTs within their service areas

It is recognized that early medical first response will directly result in the provision of care and treatment to patients more quickly than would be the case if relying solely on ambulance response. Therefore, a commitment by ALS first

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responder agencies to defined Response Time standards and performance for Priority 1 calls eliminates the clinical need for equivalent Response Times from the transporting ambulance unit. This reduces the costs of the ambulance provider. The collaboration of the Contractor with ALS first responders is a commitment by the Proposer that exceeds the minimum core requirements.

If local first responder agencies, providing ALS first response with Advanced EMTs or paramedics in the High Call Frequency Response Zones, meet the Response Time Standards for Priority 1 calls on a consistent basis, the Contractor may delay response by up to twenty five (25) percent of the relevant Priority 1 Response Time. In these specific locations, the fire department, pursuant to a written Memorandum of Understanding (MOU) with the Contractor, is responsible for meeting the Response Time requirement at 90 percent reliability and providing the same Response Time reports to YEMSA and the Contractor as the Contractor provides to YEMSA. The Proposer may offer to execute a MOU with the first response agency defining the responsibilities and expectations of each party. YEMSA must approve the MOU.

Communities providing ALS first response and executing MOU with the Contractor will create potential savings to the Contractor by extending its Response Time requirements.

The Proposer may offer to exchange ALS disposable supplies with the Fire Departments providing ALS First Response allowing an extension of the Contractor's Response Times for Priority 1 calls. The Contractor will remain responsible and accountable for achieving the required Response Time performance. In order to qualify for an extension of Contractor Response Times the first response agency must respond to all medical requests meeting the criteria for ALS first response with at least one individual trained and licensed/certified as a paramedic or Advanced EMT (AEMT) (if applicable).

Other examples of collaboration with first responders may include:

- Shared medical direction
- Collaborative training programs
- Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events
- Coordination between or collaborative continuous quality improvement programming
- Coordination of public education initiatives and programming
- Coordination of injury and illness prevention programs
- Collaborative fleet maintenance activities

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- Collaborative public information services.

Proposers may propose other reasonable achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially expand or enhance the capacity of first responder agencies to provide ALS services.

Some of the possible mechanisms in which Proposers may demonstrate a higher level of commitment in connection with this Competitive Criterion ("Supporting the First Response System") may be relevant to a Proposer's response to other Competitive Criteria or to certain Core Requirements. As noted above, information provided in response to other requirements or criteria cannot be taken into account when rating the Proposer's response to this Competitive Criterion. Proposers desiring to offer a higher level of commitment in response to this Competitive Criterion should set forth here a comprehensive description of the collaborative working relationship they intend to offer to local first responder agencies, including a description of each of the specific components and commitments, which the Proposer is offering.

2. Competitive Criterion: Community Health and Education

YEMSA desires that its Contractor take significant steps to improve injury and illness prevention and system access through community education programs provided to the school system and community groups. It is YEMSA's expectation that Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

a) Minimum Requirements—Community Health and Education

Contractor shall annually plan and implement a definitive community education program, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS system. Proposers shall describe their planned community education program.

b) Higher Level of Commitment—Community Health and Education

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Facilitating EMT training programs, internships and related opportunities for Yolo County residents from racial/ethnic and income groups that are underrepresented among health care and EMS professionals
- Undertaking projects to demonstrably improve the health status in targeted to “at-risk populations,” such as seat belt use, child safety seat use, bike safety, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety program, and home hazard inspection program
- Purchasing Automated External Defibrillators (AEDs) on an annual basis for community organizations or use in public locations

The impact of health status improvement projects should be statistically demonstrable. For example, this includes selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data on those indicators, and making the results available to the community to inform assessments of the effectiveness of an intervention and the contributions of participating entities.

Steps in the health improvement projects may include:

- Analyzing the community’s health issues
- Inventorying resources
- Developing a health improvement strategy
- Establishing accountability for activities
- Monitoring process and outcomes