

**Napa County Health & Human Services Agency**  
**Emergency Medical Services Office**  
**Napa, California**  
**Phone: (707) 253-4341**  
**Date: March 8, 2011**



**Request for Proposal**

Emergency Ambulance Services,  
Advanced Life Support Transport and  
EMS System Performance Specifications for  
Napa County, California

**Proposal Due Date: \_\_\_\_\_, 2011**

Time: 4:00 p.m.

Recipient Location: 2344 Old Sonoma Road, Building G, Napa California 94559

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## SECTION I. EMS SYSTEM SUMMARY

### A. Overview

**Request for Proposals:** The County of Napa (County) is a political subdivision of the State of California. State law confers on the County the authority to designate one or more emergency ambulance service providers. The County is seeking a qualified ambulance service provider to deliver these and certain related services in accordance with the expectations set forth in this Request for Proposals (RFP). This procurement is being managed on behalf of the County by its Health and Human Services Agency (HHSA).

Each entity responding to this RFP (Proposer) shall submit a written response (Proposal) 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 Table of Contents for Proposals" in Appendix 1.*

The outcome of this RFP will be the selection of one Proposer (Contractor) with whom the County will negotiate an exclusive, performance-based agreement (Agreement) for the provision of 1) an emergency medical ground transportation system at a "paramedic Advanced Life Support" (ALS) level of service; and 2) non-emergency ALS transports originating in Napa County. This includes the exclusive right and obligation to (i) respond to 911 calls and other emergency or urgent medical call requests made by the County or its designated medical dispatch centers, (ii) transport patients within the emergency medical services (EMS) system, and (iii) transport other patients requiring ALS service, when the transport originates in the County.

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.

The initial term of the Agreement will be for the five (5) year period beginning on January 2, 2012, and continuing through December 31, 2017. 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 State Emergency Medical Services Authority (EMSA) currently recognizes the Coastal Valleys EMS Agency (CVEMS) as the "local emergency medical services agency" (LEMSA). The County and CVEMS have agreed that the parties will allow their relationship to expire at a date to be mutually agreed upon which could fall before, at or after the commencement of the term of the Agreement. At the present time, this is expected to occur on July 1, 2011.

**Policy Goals of the Procurement:** The County's overarching 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 and (4) ensure good value in return for the investments of the customer and the community.

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

- Prevention and early recognition
- Bystander action/system access
- Medical Dispatch
- Telephone protocols and pre-arrival instructions
- First responder and ambulance dispatch
- First responder services ALS and Basic Life Support (BLS)
- Transport ambulance services
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

Response time is an important performance measure of a high quality EMS service that is of particular interest to the public. The County is taking a comprehensive systems approach to the overall EMS system of which ambulance services are one important part. The RFP accordingly identifies geographic and density-based response time zones and calls for the Contractor to meet specified response times for life-threatening emergencies within defined timeframes in each of these zones.

This approach also calls for the County to maintain certain items of EMS infrastructure in the public domain, while allowing the Contractor the flexibility to use its expertise and entrepreneurial talent to manage its day-to-day operations. This model is intended to promote high-quality clinical care, efficiency, economy, reliability, and operational and financial stability.

## **B. Exclusive Operating Areas (EOAs)**

The Agreement will cover an Exclusive Operating Area (EOA) that includes all of Napa County. The emergency ambulance EOA is delineated in the map entitled "Exclusive Operating Area of Napa County", as amended, on file with the LEMSA. A map of the EOA is set forth in Appendix 2. Proposers must agree to provide the services referred to above for the entire EOA without any qualification or variation other than as expressly set forth in this RFP.

## **C. Background**

The County has contracted for emergency medical 911 ambulance services in some – but not all – areas of the County for several decades. At one time, there were multiple providers serving the County, but Napa Ambulance Service, Inc., doing business as "Piner's Ambulance Service," has been the sole provider of emergency 911 ambulance transport services since 2003.

The County has a total area of approximately 754 square miles and has a population of approximately 135,000 people. The City of Napa is the largest population center with approximately 75,000 residents. Population in the County grew approximately six (6) percent between 2000 and 2008.

Table 1 (below) lists the cities, towns, communities, and remaining unincorporated area, from largest to smallest population. The communities of Angwin and Deer Park are in the unincorporated area the County.

**Table 1. Napa County Population Centers<sup>1</sup>**

<b>Cities/Communities</b>	<b>Population</b>
Napa	75,297
Unincorporated	23,651
American Canyon	16,625
St. Helena	5,916
Calistoga	5,250
Yountville	3,296
Angwin	3,097
Deer Park	1,518
<b>Total</b>	<b>134,650</b>

The current ambulance provider responds to 911 calls and transports patients with an ALS ambulance throughout all of Napa County. In the City of Napa, the Napa Fire Department responds to EMS calls with a crew and fire vehicle that provides ALS level first response and care. The current ambulance provider is concurrently dispatched to EMS calls in the City of Napa and transports the patient to the nearest appropriate hospital.

In areas of the County outside the City of Napa, the local fire departments respond to 911 calls with BLS or First Responder trained personnel and equipment. There are seven first-responder agencies; six are fire departments and one is a community volunteer EMS agency.

1. American Canyon Fire Protection District
2. Cal Fire/Napa County Fire
3. Calistoga Fire Department
4. City of Napa Fire Department
5. Napa State Hospital Fire Department
6. St. Helena Fire Department
7. Angwin Community Ambulance

The rural areas of the County, particularly those comprising the northeastern portion of the County, present some challenges to the provision of ambulance services. Angwin Community Ambulance currently receives a subsidy from the County to provide first response and BLS transport services in that area. The County also supports a special arrangement between Cal Fire and the current ambulance provider for ALS response in the Lake Berryessa Response Area during the summer peak

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<sup>1</sup> US Census Bureau estimates of 2009 population

season. With the exception of these two arrangements, the County provides no subsidies to the current ambulance provider.

The performance expectations set forth in this RFP call for increased integration of the county-wide EMS system to maximize resources and provide additional accountability for first responder fire and EMS agencies, the Contractor and the County.

## D. Overview of EMS System

**Dispatch Catchment Area:** Requests for assistance to medical emergencies typically originate through the 911 system. The City of Napa Central Dispatch Center (Napa Central Dispatch<sup>2</sup>) is the primary Public Safety Answering Point (PSAP) for 911 calls originating in the City of Napa, American Canyon, Town of Yountville and all unincorporated areas of Napa County. Calls that originate within the communities of St. Helena and Calistoga are routed from the local PSAPs to Napa Central Dispatch.

**Agencies Served Through Napa Central Dispatch:** Napa Central Dispatch serves the City of Napa and American Canyon Police Departments, Napa County Sheriff's Department and the City of Napa Fire Department. Napa Central Dispatch has the responsibility to dispatch emergency medical responses throughout the County. When a call for emergency medical response is received, a Napa Central dispatcher contacts the current provider's ambulance dispatch center via landline phone and relays call information. The provider then dispatches an ambulance to the call. Napa Central Dispatch is utilizing a modified priority dispatch system that provides protocol-driven, pre-arrival instructions to callers.

Area fire departments respond to emergency calls with fire units and/or quick response vehicles that provide BLS care. Only the City of Napa Fire Department staffs its response units with a paramedic. The provider must respond with a paramedic staffed ALS ambulance within defined response time criteria.

Patient treatment and transport are carried out under state laws and regulations, as well as the LEMSA's policies and procedures. These policies include guidelines for:

- Paramedics make contact with a physician at the designated base hospital to obtain direction in management of the patient;
- Patients are transported to appropriate receiving facilities. Hospital destinations are based upon patient preference and County/LEMSA protocols;
- Critical patients are normally transported to the closest appropriate emergency department;
- Non-critical patients may be transported to hospitals of choice within a reasonable travel time; and
- Medical helicopter service is available to transport critical patients when ground ambulance response or transport time would be excessive and the patient's condition meets helicopter transport criteria.

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<sup>2</sup> As used in this RFP, the defined term "Napa Central Dispatch" refers to the service designated for the receipt of collection of calls for transmission to the 911 emergency ambulance provider. The term also refers to any successor service that might be designated by the County in the future.

Further information regarding the County's current EMS system can be found on the Napa County website (Health and Human Services Agency, Public Health Division, EMS [www.countyofnapa.org/EMS](http://www.countyofnapa.org/EMS)) and on the CVEMS website ([www.sonoma-county.org/cvems](http://www.sonoma-county.org/cvems)) where EMS programs, policy manuals, EMS System Plan and an overview of the system are available for download.

## **E. Local EMS Agency Responsibilities**

In its current capacity as the agency scheduled to succeed CVEMS as LEMSA, it is the County'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.

## **F. Napa EMS System Improvements**

Napa County EMS and ambulance services are operating under a system design established more than a decade ago. Changes and improvements have occurred during this period, but the opportunities did not exist to fully update the EMS system to current community standards of care. During the last 10 years, healthcare has changed considerably as has the EMS field. Numerous studies have been undertaken to ascertain which practices will produce the best patient outcomes and what actions will have minimal positive impacts. Technology has allowed EMS to improve response times and productivity and to provide data for identifying practices that will deliver positive results for the patients and the system.

In preparation for this RFP, the County conducted an EMS Visioning Process and System Assessment, in collaboration with system stakeholders. The process identified improvement opportunities in the Napa EMS System. Although it is not the County's intent or desire to create the most expensive, high-performance EMS system in the country, the County is committed to ensuring that EMS services are delivered at the comparable level of quality and performance enjoyed by users in other good quality and reliably performing EMS systems.

The County is pursuing its overall goal to update the local EMS system through a three-pronged strategy—enacting a County ambulance ordinance; withdrawing from CVEMS and delegating the

LEMSA responsibilities to HHSA; and incorporating system improvements in this RFP and its resulting Agreement.

**Napa County Ambulance Ordinance** Prior to the passing of the ambulance ordinance there was no ability to ensure that BLS interfacility and CCT patients received appropriate care and service. The ordinance ensures that ambulance services in Napa County meet minimum financial, operational and insurance requirements. The ordinance allows for permitting services and vehicles, vehicle inspections and mechanisms to ensure that personnel have appropriate training and licensure/certification. The ordinance also provides for funding of this oversight and monitoring function by the County

**Designation of Napa County as its LEMSA** Input received from EMS stakeholders during the visioning process asserted that transfer of LEMSA responsibilities to the County would improve system support and responsiveness. This led to the decision to pursue transfer of LEMSA responsibilities with the more specific goals of improving coordination, support, monitoring, and the facilitation of system improvements on an on-going basis.

**Comprehensive RFP** This RFP process is intended to promote the modernization and improvement of the local EMS system. Currently, Napa County EMS is operating in two exclusive operating areas (EOAs) in North and South County areas. The City of Napa is not included in an EOA, and the County is able to exercise little regulatory oversight of EMS within the City, even though the City represents the area of greatest EMS volume. This RFP will establish one EOA comprised of the entire County. Numerous other system improvements are incorporated in this RFP and are designed to increase service quality and reliability, accountability, equitability and the general public health, safety and welfare. The RFP strives to achieve these ends while also controlling costs to the public being served; all without placing undue financial hardship or unreasonable operational constraints on the Contractor.

## **G. Relevant Information Regarding Service Areas**

The County 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.

### **1. Historical Service Volume**

HHSA has been advised there were approximately 10,000 emergency responses across Napa County in calendar year 2010 and approximately 75% of the responses resulted in transports. There has been no independent validation of this data and Proposers are encouraged to use their own means to analyze the service to determine response and transport volumes. The County does not guarantee any number of emergency responses or transports.

## 2. Current Ambulance Service Rates

The current approved ambulance service rates are included in Appendix 3.

## 3. Current System Performance

The response time performance of the current system is delineated in Appendix 4 (Source: System Standard Response Times (90th percentile), Napa County EMS System Plan Update 2009).

## 4. ALS Transports Not Originating from 9-1-1

ALS transports originating within Napa County that are not routed through the 911 system have not been previously included in the EOA scope of services. The new Agreement will include such transports, granting the Contractor the exclusive right to provide this service.

The actual volume of ALS interfacility transports is unknown. A number of different ambulance services have been providing ALS interfacility transports from and within the County and there have been no reporting requirements on volume. Proposers will need to develop their own estimates of the volume and revenue attributable to ALS interfacility transports.

## 5. Payer Mix

Limited information is available regarding the payer mix for the covered services within the EOA. The following Table 2 represents the County's best estimate of the payer mix for 911 patient transports.

**Table 2. Estimated Payer Mix**

<b>Payer</b>	<b>Percent of Transports</b>
Medicare	52.0%
Insurance	24.0%
MediCal	11.0%
Self Pay	13.0%

Since the County cannot confirm this payer mix, the Agreement will provide that should the Contractor demonstrate to the County's satisfaction that the insured category is at least three (3) percent lower than listed or that the self pay category is at least three (3) percent higher than identified, the variation will be grounds for a rate adjustment as provided in Section IV.G.3.b.

## **SECTION II. PROCUREMENT INFORMATION**

### **A. Performance-based Contract**

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 and compliance activities and results;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

Again, the Agreement is not a level-of-effort contract. In submitting its Proposal, the Proposer is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement and other performance results required by the EMS System Specifications.

### **B. Notice to Proposers**

The issuance of this RFP does not commit the County 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. The County 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 or to cancel the RFP in whole or part if the County, 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.

The County cannot guarantee that any information submitted in response to the RFP will be confidential. If the County 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 the County of such in writing, the County 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 the County 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 the County 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. Use of Own Expertise and Judgment**

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 organizations strategies and activities.

**D. Procurement Time Line**

The Procurement Time Line is included in Appendix 5 (the Procurement Time Line). Any changes to the Procurement Time Line will be published on the Napa County EMS website and organizations requesting the RFP will be notified by County.

**E. Procurement Process**

**1. Pre-proposal Process**

Questions regarding this RFP should be submitted in writing to:

Ty Cook, EMS Coordinator  
Napa County  
Health and Human Services Agency, Public Health Division  
2344 Old Sonoma Road, Building G  
Napa, CA 94559  
**E** ty.cook@countyofnapa.org  
**F** 707.259.8112

Questions or requests for clarification regarding the RFP will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. on the date specified in the Procurement Time Line (Appendix 5).

## **2. Proposers' Conference**

A Proposers' Conference (the Proposer's Conference) will be held at the time in the Procurement Time Line to answer questions regarding the RFP specifications and process. The location for the Proposer's Conference will be determined at a later date and the County will post the location on its website ([www.countyofnapa.org/EMS](http://www.countyofnapa.org/EMS)). All written questions received from potential Proposers, along with County responses, will be distributed to all attendees of the Proposers' Conference. It is not anticipated that any substantive changes will be made to the RFP subsequent to the Proposers' Conference. The Director of HHS (the Director) has been delegated the authority to make minor modifications or clarifications to the RFP. Any substantive changes must be approved by the Napa County Board of Supervisors. If there are any minor changes or clarifications to the RFP made following the Proposers Conference, they will be distributed to all potential Proposers who attend the Proposers' conference or who have indicated in writing their intent to submit a Proposal. The Proposers' conference is not mandatory; however, due to the complexity of this project, attendance by prospective Proposers' is highly encouraged.

## **3. Proposal Submission**

Each Proposer must submit one (1) original and twelve (12) copies of its Proposal by 4:00 p.m., Pacific Daylight Time (PDT), on the date specified in the Procurement Time Line (the Deadline). A CD-ROM of the Proposal and attachments in Microsoft Word or PDF format shall accompany each Proposal. Any Proposals received after the deadline will not be considered. No Proposal may be withdrawn for a period of ninety (90) days after the Deadline.

Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled Napa County Emergency Ambulance Procurement and the Proposer's name. Twelve (12) 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."

Proposals shall be delivered to:

Emergency Medical Services  
Napa County Public Health  
2344 Old Sonoma Road, Building G  
Napa, CA 94559

## **4. Public Proposal Opening**

All proposals received prior to the Deadline shall be kept unopened and secured in a locked area. Such Proposals shall be publicly opened at HHS, 2344 Old Sonoma Road, Building A, Room 121,

Napa, California, at the time and date specified in the Procurement Time Line. 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, the County may request a Proposer to provide additional information or documentation regarding its Proposal. Proposers may 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.

**6. Confidentiality of Proposals**

The content of Proposals shall not be released until the Director’s notice of Intent to Recommend. At that time, HHSa may release the content of the Proposals for public review.

**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) 2-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 III (A) 4 and 5, below.

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 will be disregarded in the rating of the Proposal. Reviewers 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 Required Forms as specified in Appendix 6 of this RFP.
- Section III Proposer's demonstration of the appropriate credentials and ability to meet the minimum qualifications set forth in Section III of this RFP
- Section IV Proposer's response to the basic performance and operational requirements set forth in Section IV of this RFP (the Core Requirements). Failure to commit to each of the Core Requirements may result in the Proposal being disqualified and deemed unresponsive.
- Section V Proposer's response to the competitive criteria set forth in Section V of this RFP (the Competitive Criteria). The Competitive Criteria will be reviewed, evaluated and scored in the Proposal review process.

Proposals shall provide all information requested in this RFP in the order that it is requested. Performance standards for emergency ambulance service are identified in multiple sections of this RFP and shall be addressed in the manner stipulated for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal Narratives to provide additional detail.

## G. Proposal Evaluation Process

### 1. Proposal Review Panel

The Proposal review process shall be managed by HHS. A multi-disciplinary panel of five (5) disinterested EMS professionals shall be selected by HHS to evaluate and rank Proposals. Meetings of the Review Panel will be closed to the public, with the exception of the "observers"

provided for below. The outcome of the deliberations of the Review Panel shall be submitted to the 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. 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 or observers outside of the formal 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.

HHSa will invite three (3) local observers (the Observers) to attend the meetings of the Review Panel at which the Proposals will be reviewed and scored. One observer shall be a County resident who is an at large member of the Emergency Medical Care Committee; one will be a representative of local first responders; and the third will be a representative of the local medical community. Observers will be provided copies of the Proposals to follow discussions during the review process but will not remove the Proposals from the premises. The Observers will not participate in the discussion or scoring process or act in any way to influence the outcome of the RFP. They will be present to ensure the integrity of the process and to provide information to the public about the rating of Proposals after the process has concluded. Observers shall not have a conflict of interest, shall be able to confirm that they are supportive of an objective and fair competitive procurement and must agree not to take any action to influence the outcome of the procurement process. Observers shall agree to keep the deliberations of the Review Panel confidential until they have been completed and the Review Panel's recommendation has been forwarded to the HHSa director.

## **2. Proposal Review Process**

The proposal evaluation process will encompass three stages.

- a) The Review Panel will review the documentation provided in each Proposal to determine if the Proposer meets the Minimum Qualifications. Each criterion will be scored on a pass/fail basis. If the Reviewers identify a Proposal that does not meet Minimum Qualifications, the proceedings of the Review Panel will be suspended and the Proposal or Proposals not meeting all Minimum Qualifications 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) 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 V (the Minimum Requirements), the Review Panel will refer the nonconforming Proposal or Proposals to the Director for final determination. If the exceptions to the Core Requirements and Minimum Requirements in the Proposal(s) are deemed material in the sole opinion of the Director, the Proposal will be considered unresponsive and disqualified.

- c) The Review Panel will then evaluate, compare and score the Competitive Criteria.
- d) After completion of the Review Panel's review and scoring of the Proposals, HHSA staff and its consultants will calculate the points to be awarded for pricing based on the methodology described in Section II.G.3.

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 (e.g. Clinical Offerings, Operational Proposals, etc.). 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 an HHSA 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 HHSA 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 of HHSA.
- The Director will make a recommendation to the Board of Supervisors. 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 the County's goals as set forth in this RFP; or (iii) for any other reason concludes that the best interests of the County would not be served by the recommendation of the Proposal receiving the highest score. In the event of any such exception, the Director shall set forth in writing the basis for his or her decision when forwarding the recommendation to the Board.

Staff of the County's EMS consulting firm shall observe and serve as staff to the Review Panel.

### 3. Method for Competitive Scoring of Price Proposals

The comparison of prices proposed for the ambulance transports is accomplished using the following calculation.

Bundled Base Charge	\$ <u>  X  </u>
Mileage Charge: multiply the proposed per-mile charge times the estimated number of 8 miles per average call	\$ <u>  Y  </u>
Oxygen Charge: multiply the proposed oxygen charge times the estimated 60 percent of calls on which oxygen is used	\$ <u>  Z  </u>
Weighted Charge	\$ <u> X+Y+Z </u>

The proposal with the lowest weighted charge will receive the maximum available score assigned to pricing under the RFP. Other proposals will be scored by multiplying the percentage by which their weighted charge exceeds the lowest proposed weighted charge and subtracting that amount from the maximum available score.

For example, the RFP is structured to allow 600 points for price. If the Weighted Charge for Proposal #1 is \$1,000, for Proposal #2 is \$1,100, and for Proposal #3 is \$1,500. Proposal #1 has the lowest charges, so it receives 600 points for pricing. Proposal #2 exceeds Proposal #1 by 10%, so it receives 540 points for pricing. Proposal #3 exceeds Proposal #1 by 50%, so it receives 300 points for pricing.

### 4. Post-submission Presentation

Proposers will be asked to meet with the Review Panel to present a brief overview of their Proposals and answer questions. The date of the Proposers' presentations is included in the Procurement Timeline.

### 5. Investigation

Upon completion of Review Panel evaluations, County staff may undertake additional investigation to verify claims made by the recommended 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.

The County 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 may constitute a major breach of the Agreement even if discovered after contract award.

### 6. 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 by facsimile transmission to the number given in the Proposal for receipt of facsimiles.

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, the County will post on its website ([www.countyofnapa.org/EMS](http://www.countyofnapa.org/EMS)) and e-mail and mail to all Proposers notice of the Director's intended recommendation to the Board of Supervisors (the Intent to Recommend).

**7. Protest**

For fourteen (14) calendar days following issuance of the notice of the Director's Intent to Recommend, non-successful Proposers shall have the right to file a protest (the Protest). 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 County protest or appeal procedures, the 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 within the fourteen (14) day period shall be conclusively deemed waived.

**a) Filing a Protest**

The Protest of the Intent to Recommend must be in writing. The written Protest must be hand delivered, e-mailed, or mailed to:

HHSA Director  
Napa County  
Health and Human Services Agency, Public Health Division  
2344 Old Sonoma Road, Building G  
Napa, CA 94559  
E-mail: [randy.snowden@countyofnapa.org](mailto:randy.snowden@countyofnapa.org)  
FAX: (707) 253-6172

All Protests must be received by the Director within fourteen (14) calendar days after the Notice of Intent to Recommend has been posted and emailed to all Proposers. Any Protests received after this time will not be considered.

**b) Contents of Protest**

The written Protest must contain the following information: 1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; 2) signature of the Protester or its authorized representative; 3) grounds for the Protest; 4) copies of any relevant documents; 5) the form of relief requested; and 6) the method by which the Protester would like to receive the Director's written Protest decision. The written Protest must clearly state the grounds for the Protest. Protests should be concise and logically arranged.

**c) Grounds for Protest**

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

1. The Protester believes the County failed to follow the procedures and adhere to requirements set forth in the RFP.
2. The Protester believes there was misconduct or impropriety by County officials or Review Panel members.
3. The Protester believes there was abuse of process or abuse of discretion by County officials or Review Panel members.

**d) Protest Resolution Process**

**(1) Informal Meeting with HHSA Director**

Upon receipt of the Protest, the Director will convene, at the earliest possible convenience, meeting(s) between the Protester and appropriate County staff to seek informal resolution and/or clarify the issues.

**(2) Formal Review By Independent Hearing Officer**

If informal resolution is not achieved, the Director shall forward the Protest to the hearing officer designated by the Board of Supervisors for the hearing of any Protests filed in connections with this RFP (the Hearing Officer) within three (3) business days of not being able to resolve the matter. The Director may also forward additional documents or other information to the Hearing Officer.

The Hearing Officer 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 by the Hearing Officer, who 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 Hearing Officer 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 by the Hearing Officer with advance written notice to the Protester and the Director. The decision of the Hearing Officer shall be final.

**e) Remedies**

If the Hearing Officer sustains a Protest in whole or in part, the Hearing Officer shall have the sole discretion to determine an appropriate remedy in accordance with applicable laws. In determining the appropriate remedies, the Hearing Officer 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 the County, 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 recommendation of the Director shall not be forwarded to the Board of Supervisors for action, nor shall the County otherwise proceed with negotiations or awarding the contract provided for in this RFP while a Protest is pending. However, once the Hearing Officer has issued his/her decision on the Protest, the procurement process may proceed as though no

Protest was filed. Also, in the event that a Protest substantially delays this procurement process, the County may, in its discretion engage in contracting activities for interim ambulance service until the procurement process can move forward and the Agreement become effective.

**8. Withdrawal of Proposals**

Once submitted, Proposals may be withdrawn by the Proposer at any time prior to the Deadline by written notice to HHS. No Proposals shall be allowed to be withdrawn for a period of ninety (90) days after this date.

**9. Canceling the Procurement Process after Opening**

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

**10. Award**

The final decision on contract award will be made by the Board of Supervisors following 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 of Supervisors.

**11. Scoring Criteria**

The goal of this procurement is to select the Contractor on the basis of 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 bases; 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 on the basis of the service charges to be imposed by the Proposer.

As noted above, the Review Panel will evaluate and score each item within the Competitive Criteria set forth in Section V 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 opinion of each proposal's commitment to the relevant item being reviewed. Five potential ratings will be available for the reviewer. They are:

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 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.

## 12. RFP Governed by Its Terms

This RFP shall be conducted in accordance with the terms set forth within it. It shall not be subject to the Napa County Purchasing Manual or other County policies and procedures covering procurement processes.

## H. Scoring Matrix

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

**Table 3. Proposal Review Scoring Allocations**

Category Title		Total Points
1	Credentials and Qualifications	Pass/Fail
2	Core Requirements	Pass/Fail
3	Competitive Criteria-Minimum Requirements	Pass/Fail
4	Competitive Criteria-Commitment to Clinical Quality	210
5	Competitive Criteria-Operations Management	200
6	Competitive Criteria-Commitment to Employees	150
7	Competitive Criteria-Management and Administration	75
8	Competitive Criteria-Commitment to EMS System and Community	265
9	Proposed Pricing	600
<b>TOTAL POSSIBLE POINTS</b>		<b>1,500</b>

## SECTION III. MINIMUM QUALIFICATIONS

### A. Organizational Disclosures

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 organization, 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.

#### 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 ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II (F) (1).

Proposer must provide documentation that it has resolved all issues arising from government investigations including any continued obligations of the Proposer or describe status and expected outcome of open investigations.

#### 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. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II (F) (1).

Proposer must provide documentation that it has resolved all issues arising from litigation or describe status of open litigation.

## **B. Experience as Sole Provider**

The Proposer must demonstrate its experience as a sole provider of paramedic ALS emergency ambulance services for a specified area comparable in size and population to the Exclusive Operating Area defined in this RFP. A population greater than 75,000 in a service area is acceptable as a comparable service area. Documentation shall include:

### **1. Comparable experience**

The Proposer must document the areas in which it has provided comparable services (as described above) 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 exclusive emergency paramedic ALS ambulance service and the length of time such services have been provided. Proposer shall document that it currently provides comparable services for a minimum of three (3) consecutive years.

### **2. Government contracts**

The Proposer shall provide a list of exclusive service area 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, the dollar amount of the agreement and the contracting entity.

### **3. Contract Compliance**

The Proposer shall detail any occurrence of its 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 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 or if the Proposer “walked away” from its obligations under a governmental contract within the last five (5) years, the Proposal will 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 the County 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. Documentation shall include:

**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, guarantor letters or otherwise affect the responder's ability to perform the Contract.

**4. Working Capital**

The Proposer shall describe its working capital sources and quantify the amount it expects to need for startup and improvements to the Napa 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. Include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that your organization is approved or pre-qualified to borrow sufficient funds.

**5. Performance Security**

The Proposer shall document its method and ability to provide the required performance security.

**6. Financial Interests**

The Proposer shall disclose and describe any financial interests in related businesses.

## **SECTION IV. CORE REQUIREMENTS**

### **A. Contractor's Functional Responsibilities**

Contractor shall provide emergency paramedic ALS ambulance services, as requested by Napa Central Dispatch. Such services shall be provided in accordance with the requirements of the State Health and Safety Code, Sections 1797, et seq., and all regulations promulgated there under including any amendments or revisions thereof. In performing services under the Agreement, Contractor shall work cooperatively with the County through the HHSA staff member designated from time-to-time by the County Health Officer as the contract administrator (the Contract Administrator).

#### **1. Basic Services**

In consideration of the County's referral to Contractor of emergency ambulance service requests originating in the EOA, Contractor shall perform the following services to the complete satisfaction of the County:

- a) Contractor shall provide continuous, around-the-clock, emergency ambulance 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. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in the Agreement.

#### **2. Services Description**

- a) Contractor shall furnish all emergency ambulance services for all residents and other persons physically present in the EOA. Such emergency ambulance services shall be provided at the EMT-Paramedic level except for the limited exceptions of BLS-level transport for non-emergency Priority 3-level events and Angwin Community Ambulance transports at the BLS level after assessment by the Contractor's EMT-Paramedic and a determination that the patient does not require ALS intervention or monitoring.
- b) Contractor shall be the sole ALS ambulance organization authorized by the County in the awarded EOA covered under this RFP to provide emergency ambulance services and ALS non-emergency ambulance services. All requests for EMS originating in the defined service

area processed through the 911 facilities will be referred to Contractor. Contractor may subcontract ALS non-emergency ambulance services as specified in Section IV.F.5.

## **B. Clinical**

### **1. Clinical Overview**

The County'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*.<sup>3</sup>

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced. 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.<sup>4</sup>

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 realistic and achievable outcome measures. In addition, accessing reliable outcome data is frequently difficult. For these reasons, EMS systems 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**

The County shall furnish medical control services through its LEMSA, including the services of a system EMS Medical Director (the EMS Medical Director) for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians). The cost of medical oversight and compliance efforts will be partially funded through a per transport fee as described in Section IV.G.1. The LEMSA shall appoint a Medical Advisory Committee to advise the EMS Medical Director and perform other duties outlined herein or as otherwise assigned by the County.

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<sup>3</sup> National Highway Traffic Safety Administration. (1996). *Emergency Medical Services Agenda for the Future*. Washington, DC: United States Department of Transportation.

Institute of Medicine. (2006). *Emergency medical services: At the crossroads*. Washington, DC: National Academies of Science.

<sup>4</sup> Institute of Medicine. (2001). *Crossing the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

**a) Medical Protocols**

Contractor shall comply with medical protocols and administrative policies established by the LEMSA, 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 to be 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.

Current Medical Protocols are available at the LEMSA website.

**b) Direct Interaction with Medical Control**

Contractor personnel functioning under these specifications have the right and professionally responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and LEMSA 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 statistically significant 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. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

**3. Minimum Clinical Levels and Staffing Requirements**

**a) Ambulance Staffing Requirements**

Contractor is required to staff a minimum of one (1) EMT-Paramedic and one (1) EMT-Basic (EMT) for all transport units responding to Priority 1, 2 and 4 requests from the County

designated PSAP(s). In the Angwin and Lake Berryessa service areas, the paramedic staffing requirement can be met by the arrival of a separately dispatched paramedic and a BLS ambulance from Angwin Community Ambulance or a Contractor's BLS ambulance. 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 recommended or required by protocol.

An "emergency ambulance" is defined as transport ambulance responding to Priority 1, 2, or 4 requests for emergency medical services staffed with at least one paramedic and one EMT. In the Angwin Ambulance service area the paramedic is not required to respond on the ambulance.

Contractor may dispatch BLS units staffed with two (2) EMTs to requests for multi-unit response and any calls in which the County designated medical dispatch center determines BLS response is appropriate according to protocols and procedures approved by the County and the EMS Medical Director (Priority 3 Calls—MPDS Alpha category).

At Contractor's sole election and expense, EMT staffing levels on any or all units may be enhanced to higher levels of training.

**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 Napa 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 this Agreement. The County certification/licensure requirements may be downloaded from the LEMSA website. At a minimum, the Contractor shall ensure that ambulance personnel receive the following training and/or certifications.

**(1) Advanced Cardiac Life Support (ACLS) Certification**

All paramedics responding to potentially life threatening emergency medical requests shall be currently certified in ACLS by the American Heart Association. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all paramedics performing services under this Agreement.

**(2) Required Trauma Training**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in PreHospital Trauma Life Support (PHTLS), 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 this 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.

**(3) Required Pediatric Education**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in one of the following: Pediatric Education for PreHospital Personnel (PEPP), Pediatric Advanced Life Support (PALS), or Emergency Pediatric Care (EPC); or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PEPP, EPC, or PALS curriculum 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 PEPP/PALS qualified paramedics performing services under this Agreement(s).

All paramedics shall be required by Contractor to obtain certification in PEPP, or have completed a comparable program within six (6) months of hire or execution of the Agreement.

**(4) Company and EMS System Orientation and On-Going Preparedness**

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.

**(5) Preparation for Multi-casualty Response**

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the County Multi-casualty Incident Plan (MCIP) which is on file at the County, and prepare them to function in the medical portion of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

**(6) Assaultive Behavior Management Training**

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.

**(7) Driver 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 the LEMSA initially and on an annual basis thereafter. Map reading shall be an integral part of driver training. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

**(8) 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.

**(9) 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.

**(10) 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.

**(11) 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.

**(12) Compliance**

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.<sup>5</sup> This training is one component of the required Compliance Plan required of the Contractor.

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 the County understand the Proposer's commitment to meet these Core Requirements.

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<sup>5</sup> Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

## 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 Napa 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 Reconfigured**

There has been population growth in the County over the past 10 years. The current population density and distribution of calls within the County's 14 Emergency Response Zones (ERZ) have been reviewed. The current zones have been eliminated and the ERZ are being defined by ambulance call density. The four zones are distinguished by response times and each zone is applied to multiple areas of the County which may not be contiguous. The new zones are designated as urban (A), suburban (B), rural (C) and wilderness (D). These are described on the maps set forth in Appendix 2.

#### b) **All 911 and ALS Interfacility Calls**

The RFP is an exclusive franchise for all 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 originating in Napa County. The services included in this RFP do not include CCTs or non-emergency BLS transfers.

#### c) **Primary Response to Isolated 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. Currently, ambulance companies in adjacent jurisdictions provide primary emergency response to these relevant areas. In the interest of getting the quickest ambulance to the patient, the County will approve the continuation of such practices contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction.

#### d) **Substantial Penalty Provisions 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 penalty assessed is substantial, beginning at \$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 notification to respond by the Napa Central Dispatch.

### 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 Napa 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 EOA, in accordance with the Napa County LEMSA Medical Control Destination Point of Entry Policy, included in the LEMSA's policies manual.

**b) Prohibition Against Influencing Destination Decisions**

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

**3. Response Time Performance Requirements**

"Response times," as defined in subsection 5 below (Response Times), are a combination of dispatch, operations and field operations. Because this Agreement is performance based, the County 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. 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 Napa Central Dispatch as to call transfer time.

**a) Description of Call Classification**

These Specifications outline four (4) priorities with which Contractor must comply by meeting specified Response Times. The call classification as Emergency or Non-Emergency assignment as Priority 1 through 4 is accomplished by presumptive prioritization in accordance with the then current Emergency Medical Dispatching protocols as approved by the EMS Medical Director. The fourth priority includes ALS non-emergency interfacility transfers originating at a medical facility within the County.

**b) Response Time Performance Requirements**

The four ERZ -- designated as urban (A), suburban (B), rural (C) and wilderness (D) -- will be used for Response Time monitoring, reporting and compliance purposes. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

**(1) Potentially Life Threatening Emergency Response (Priority 1—MPDS categories D, and E)**

Priority 1 responses are defined based on the Medical Priority Dispatch System (MPDS) and protocols approved by the LEMSA. The Priority 1 responses correspond to the MPDS categories of D (Delta) and E (Echo).

Contractor shall place an emergency ALS Ambulance on the scene of each life-threatening emergency assignment as presumptively designated by the EMS dispatch center as Priority 1 and originating in an ERZ within the specified Response Time for

that ERZ on not less than 90 percent of all Priority 1 response requests as measured within any consecutive 30-day period.

The applicable Response Time performance requirements for the ERZ are specified in Table 4.

For every presumptively defined life-threatening emergency 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—MPDS categories B and C)**

Priority 2 responses are defined based on the Medical Priority Dispatch System (MPDS) and protocols approved by the LEMSA. The Priority 2 responses correspond to the MPDS categories of B (Bravo) and C (Charlie).

Contractor shall place an emergency ALS Ambulance on the scene of each non-life threatening emergency assignment as presumptively Napa Central Dispatch as Priority 2 and originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 2 response requests as measured within any consecutive 30-day period.

**(3) Non Emergency Response (Priority 3—MPDS category A and non-emergency interfacility transports)**

Priority 3 responses are defined based on the Medical Priority Dispatch System (MPDS) and protocols approved by the LEMSA. The Priority 3 responses correspond to the MPDS category of A (Alpha).

Contractor shall place an emergency ALS or basic life support (BLS) ambulance on the scene of at least 90 percent of all Priority 3 non-emergency ambulance requests received from the County Dispatch Center originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 3 response requests as measured within any consecutive 30-day period.

**(4) Interfacility ALS Transports (Priority 4)**

Priority 4 requests for ambulance service are defined as non-emergency interfacility transports requiring advanced life support monitoring or treatment.

Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 ambulance requests received from the County Dispatch Center within fifteen minutes zero seconds (15:00) of the scheduled time. 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 County Dispatch Center. If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level requests.

**c) Summary of Response Time Requirements**

Table 4 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

**Table 4. Response Time Compliance Requirements – All Napa County Emergency Response Zones**

Priority Level	Compliance	Urban(A)	Suburban (B)	Rural (C)	Wilderness(C)
Priority 1	90%	8:00	10:00	15:00	60:00
Priority 2	90%	12:00	15:00	25:00	70:00
Priority 3	90%	20:00	30:00	60:00	90:00
Priority 4	90%	+/- 15 minutes			

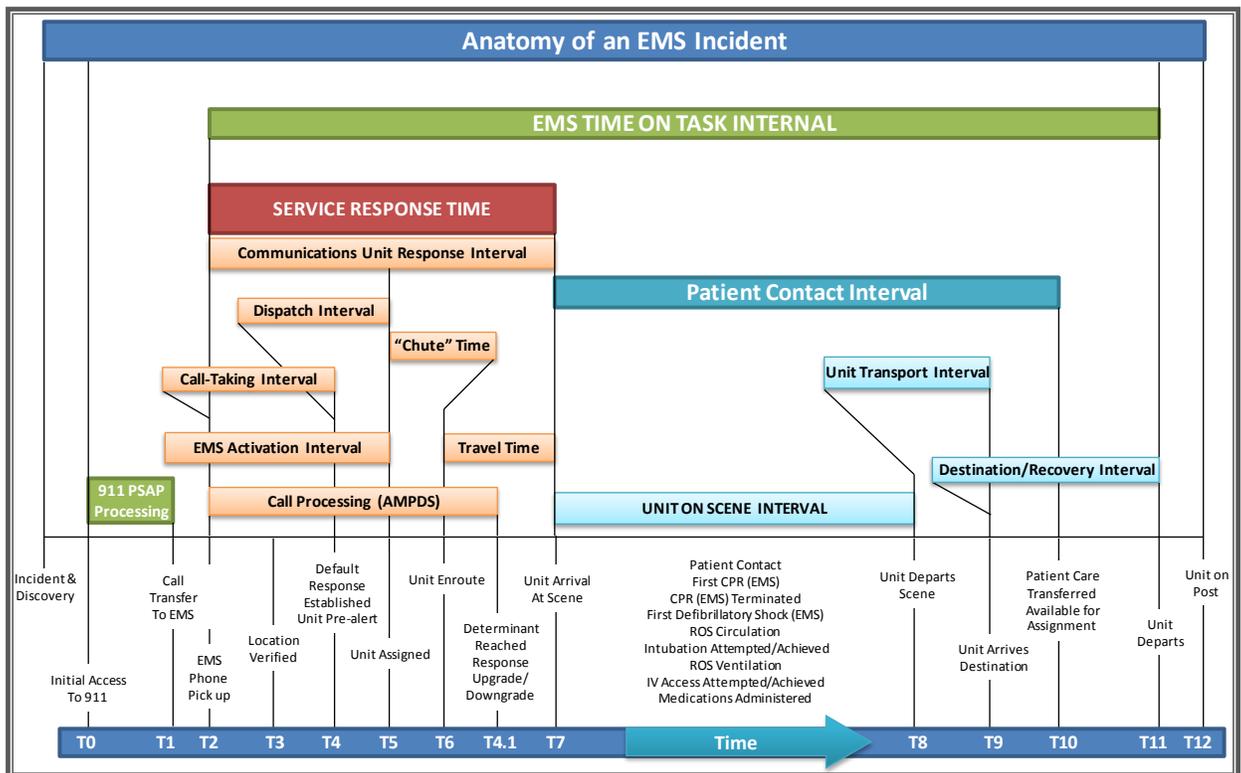
**4. Notification of Delays for Non-emergency Responses**

Whenever Emergency Ambulance response volume necessitates temporary delays in non-emergency 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**

The following graph summarizes the time intervals of an EMS incident. The Contractor's Response Time interval requirements will be defined by the terminology represented in this graph (Figure 1). A larger version of the diagram is included in Appendix 7.

Figure 1. Graphic Illustration of the Anatomy of an EMS Incident



Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 4 above.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

**a) Call Receipt**

The Contractors' Response Time clock begins at "Call Receipt" which is defined as when the Contractor's dispatch center (if it maintains its own dispatch center) receives adequate information to identify the location of the call and the priority level, or 60 seconds after the call is answered, whichever is less. If the Contractor utilizes Napa Central Dispatch for direct dispatch of ambulances, the Call Receipt time will be the time that the ambulance crew is notified to respond.

**b) At Scene**

"At Scene" time means the moment the first transport Emergency Ambulance arrives and stops at the location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Napa Central Dispatch that it is fully stopped (T-7). If the paramedic is arriving in a separate vehicle and the location is in the Angwin and Lake Berryessa service area, the At Scene time will be the moment that both responders – paramedic and BLS ambulance – arrive and stop at the location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Napa Central Dispatch that the second unit is

fully stopped. 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 ("T3 to T7"), or 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, Turn-around and Canceled Responses**

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 or MPDS Charlie to Delta category), Contractor's compliance and penalties will be calculated based on the shorter of:

- (a) Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or
- (b) 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 and penalties will be determined by:

- (a) 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
- (b) 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 the County, the longer standard will apply.

**(3) Reassignment en route**

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 an assignment is canceled prior to arrival on the scene by the emergency 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 Primary Service Area are Excluded**

Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the EOA. Responses to requests for service outside the EOA 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 transporting 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 Four Emergency Response Zones shall be calculated as follows. Zones A and B shall be combined for reporting and compliance purposes and Zones C and D shall be combined for reporting and compliance purposes.

**i) Equity in Response Times throughout the County**

The County recognizes that equity in Response Times is largely based upon call and population densities within the service area. In developing Response Time Standards, the County has established four (4) call density zones, urban, suburban, rural and wilderness for Response Time compliance measurement.

The County may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the wilderness zones become equal to or greater than the call density to the adjacent rural, suburban, or urban zone, then that area will be considered for reclassification for Response Time compliance upon the next anniversary date of the Agreement.

Similarly, should the call density of any significant contiguous area within the rural zone become equal to or greater than the call density to the adjacent suburban or urban 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.

The County reserves the right to look at all areas 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 Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request from Napa Central Dispatch originating from within Contractor's assigned EOA 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 Napa County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided by as requested by Napa 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 Napa Central Dispatch, disrupted voice or data radio transmission (not due to Contractor equipment/infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather, e.g., fog; when units are providing 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 the County for an exception to a required Response Time.

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 the County and request that the County exclude these runs from calculations and late penalties. Any such request must be in writing and received by the Contract Administrator within 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 20 days will not be considered. The Contract Administrator will review each exception request and make a recommendation for approval or denial.

Requests by the Contractor for an exemption of a call from performance requirements will be reviewed by a standing committee of three or more individuals appointed by the Public Health Officer (the Compliance Review Committee). The committee will meet no less frequently than every month. The Compliance Review Committee shall consist of a representative from a Napa County fire agency, a representative from a Napa County hospital and an at-large member. The committee shall review the exception requests and the Contract Administrator's recommendations and shall determine whether the exceptions will be granted or denied. Should the Contractor desire to appeal the Committee's decision, a written request must be submitted to the Public Health Officer, Public Health Division, Napa County Health and Human Services Agency within 10 days after the decision by the Compliance Review Committee. All decisions by the Public Health Officer shall be considered final.

## **7. Response-time Performance Reporting Procedures and Penalty Provisions**

### **a) Response Time Performance Reporting Requirements**

#### **(1) Documentation of Incident Time Intervals**

Napa Central Dispatch shall document all times necessary to determine total ambulance Response Time, including but not limited to time call received by the dispatch center (T2), time location verified (T3), time ambulance crew assigned (T5), time en route to scene (T5-T7), arrival at scene time (T7), total on-scene time (T7-T8), time en route to hospital (T8), total time to transport to hospital (T8-T9), and arrival at hospital time (T9). 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 Napa Central Dispatch's computer aided dispatch system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database to extract and corroborate Response Time performance.

#### **(2) Response Time Performance Report**

Within 20 business days following the end of each month, the Contractor's dispatch center shall document and report to the LEMSA and the County, in a manner required by the County, information as specified in Section IV.E.

- (a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
- (b) Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
- (c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

**b) Penalty Provisions**

Isolated instances of individual deviations of Response Times shall be treated as instances of minor, non-compliance under the Agreement. However, severe or chronic deviations of Response Time compliance, may constitute a default of the Agreement as defined below.

**(1) Penalty for Failure to Provide Data to Determine Compliance**

Contractor shall pay County a \$250 penalty each time an emergency 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 emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

**(2) Penalty for Failure to Comply with Response Time Requirements**

Contractor shall pay County a penalty each month that the Contractor fails to comply with the Response Time requirements for each priority level (1, 2, 3 and 4) in each Emergency Response Zone based on the percentage of compliance for each priority and zone. Zones A and B (urban and suburban) shall be combined for measurement of compliance with each priority level. Zones C and D (rural and wilderness) will be combined to measure compliance by priority level. The penalties will be assessed according to the following schedule:

## (a) Priority 1 Responses (Delta and Echo categories)

Compliance %	Penalty
≥ 89.5% < 90%	\$5,000
≥ 89% < 89.5%	\$7,500
< 89%	\$10,000

## (b) Priority 2 Responses (Bravo and Charlie categories)

Compliance %	Penalty
≥ 89.5% < 90%	\$2,500
≥ 89% < 89.5%	\$3,250
< 89%	\$5,000

## (c) Priority 3 Responses (Alpha category)

Compliance %	Penalty
≥ 89.5% < 90%	\$1,000
≥ 89% < 89.5%	\$1,500
< 89%	\$2,000

## (d) Priority 4 Responses (ALS interfacility category)

Compliance %	Penalty
≥ 89.5% < 90%	\$1,000
≥ 89% < 89.5%	\$1,500
< 89%	\$2,000

**(3) Trigger Volume for Response Time Measurement**

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 the penalty determinations will be made.

A single penalty will applied regardless of the number of months required to accumulate the minimum 100 calls.

**(4) Penalties for Outlier Responses**

An "Outlier" Response Time is defined as a Response Time that is excessive for the category, such that it represents a potential threat to health and safety (Outlier). A penalty shall be imposed for any call for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" set forth in Table 5. Penalties shall be based on ERZ and the Priority level assigned to the call.

The outlier penalty may be in addition to a penalty assessed for failure to meet the Response Time compliance requirements.

**Table 5. Outlier Response Time Penalties**

Priority Level	Outlier Response Times				Penalty per Outlier
	Urban	Suburban	Rural	Wilderness	
Priority 1	>12:00	>15:00	>22:30	>80:00	\$1,500
Priority 2	>18:00	>22:30	>35:00	>90:00	\$1,000
Priority 3	>30:00	>45:00	>90:00	>90:00	\$750
Priority 4	>22:30				\$750

**(5) Phase In of Penalty Provisions**

Imposition of the penalties for Priority 1 (Delta and Echo) and Priority 2 (Bravo and Charlie) and Priority 4 (scheduled ALS transfer) ambulance responses will be in effect from the commencement of the Agreement.

The imposition of the penalties for Priority 3 (Alpha) ambulance responses will become effective six (6) months after the commencement of the Agreement.

**(6) Additional Penalty Provisions**

The County may impose financial penalties for minor or major breaches of the Agreement. For example, the Agreement will include for penalties relating to the failure to provide reports and information to the County by specified due dates, failing 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. The County may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in the following Table 6. The following specific penalties shall be included in the Agreement:

**Table 6. Breach Events and Penalties**

<b>Breach Event</b>	<b>Criteria</b>	<b>Penalty</b>
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 the LEMSA approved Field Care Notes (an abbreviated 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 Field Care Notes, at a minimum, are 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 Priority 1, 2 and 4 calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit	\$500 for every incident in which a BLS ambulance responds and transports a patient requiring an ALS ambulance (e.g. Priorities 1, 2 and 4)
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 the LEMSA policies and procedures	\$100 per report per day received after the specified time frame from the date of the occurrence
Failure to respond to an emergency request for a response from Napa Central Dispatch	The contractor shall respond to all official requests for a response from the county approved dispatch center. Failure to respond is defined by the Contractor not sending an ambulance en route to an emergency request within 60 minutes of notification from Napa Central Dispatch	The County shall impose a minimum fine of \$10,000 for each failure to respond to an official call by the Contractor. Failure to respond will be defined as any call originating from Napa Central Dispatch for which the Contractor fails to dispatch and no ambulance responds within one (1) hour of call receipt. Prior to imposition of this penalty, the County will conduct an investigation of the incident

**(7) Penalty Disputes**

Contractor may appeal to the County in writing within 20 business days of receipt of notification of the imposition of any penalty or regarding County'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 Public Health Officer, Public Health Division, Napa County Health and Human Services within 10 days. All decisions by the Public Health Officer shall be considered final.

**8. Fleet Requirement**

The Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent at least 130% 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 seven ambulances ( $5 \times 130\% = 6.5$  rounded to 7). If a fraction is derived when multiplying the peak number of units

by 130%, the number will be rounded up to the next whole integer. (i.e. 5.2 would be rounded to 6)

**9. 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. The County neither accepts nor rejects Proposer's level of effort estimates; rather the County 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.

**D. Personnel**

**1. Treatment of Incumbent Work Force**

A number of dedicated highly trained personnel are currently working in the Napa 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 Contractor ambulance employees (other than owners and executive management) are to be considered for preferential hiring by any new Contractor. A new Contractor shall offer such employees 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 Napa County EMS system.

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

The County expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation scheduling methods. Contractor's economic efficiencies are not to be derived from the use of sub-standard compensation. The system in no way intends to restrict the ingenuity of Contractor and its employees from working out new and creative compensation (salary and benefits) programs. 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.

Proposers 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. The County 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 the County's intent in requiring a criminal record check that Contractor is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. These 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 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. Evolving OSHA & Other Regulatory Requirements**

It is anticipated, during the term of the Agreement that certain regulatory requirements, for occupational safety and health, including but not limited to infection control, blood-borne pathogens and TB, may be increased. It is the County'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, the County will require Contractor to provide detailed operational, clinical and administrative data in a manner that facilitates its retrospective analysis.

#### a) Dispatch Computer

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The County 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 County, at Contractor's expense, to install an interface with the CAD to collect and monitor computer-aided dispatch information.

#### b) Essential Patient Care Record and Assignment Data

Contractor shall utilize an electronic patient care record system (PCR) that is NEMSIS and CAEMSIS compliant and approved by the County LEMSA 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 information required by and established in Title 22, Division 9, Chapter 4, Article 8, Section 100700 and 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.

Within 24 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all Priority 1, 2, 3 and 4 ambulance responses. 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 County EMS, if requested, adequate records and documentation to demonstrate its performance compliance and aid the County in improving, modifying, and monitoring the EMS system.

**d) Monthly Reports Required**

Contractor shall provide, within 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 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. At the end of each calendar year, no later than November 30 of the proceeding year, the County shall provide a list of required reports and their frequency and due dates to the Contractor.

Reports shall include, at a minimum:

**(1) 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

**(2) 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

**(3) 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

**(4) Response Time Statistical Data**

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

- unit identifier
- location of call – street address
- location of call – city, town or unincorporated 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

**(5) Personnel Reports**

Contractor shall provide County annually with a list of paramedics and EMTs 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.

**(6) Community/Governmental Affairs Report**

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

**(7) Electronic Access to Report**

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

**(8) Other Reports**

Contractor shall provide County 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**

The County anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The County 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**

Within 18 months following commencement of the term of the Agreement, the Contractor will attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. The Contractor shall maintain its accreditation throughout the term of the Agreement.

**3. Multi-casualty/Disaster Response**

Contractor shall cooperate with County in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the County 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 County multi-victim response plan and within Incident Command System (ICS).

During a disaster declared by the County, the County 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 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 County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

**c) Ambulance Strike Team**

Contractor shall assist the County 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 County sanctioned exercises and disaster drills and other interagency training.

**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 Contractor's EOA.

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 the County \$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 the County and paid within 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 provider will document those requests separately of the other mutual aid 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 County or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a County designated fire/medical 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 Contract Administrator.

**5. Permitted Subcontracting**

The Contractor may contract with an ALS provider for ALS interfacility transports/transfers. Such agreement must be approved by the LEMSA. The sub-contracting entity must meet the County LEMSA's minimum requirements for an ALS paramedic service. The Contractor remains responsible and accountable to meet Response Time and reporting requirements and the Contractor is liable to pay any penalties for non-performance by the subcontractor.

The Contractor is expected to Subcontract for BLS ambulance transport services with Angwin Community Ambulance. The Contractor will be responsible for providing paramedic coverage and response in the Angwin/Lake Berryessa service area but the arrangement should allow BLS transport by Angwin Ambulance when ALS-level monitoring or care is not recommended or required by protocol. The Proposer is not required to obtain a commitment from Angwin Ambulance to provide these services or to negotiate a binding agreement prior to Proposal submission, nor will the Contractor be held responsible in the event Angwin Ambulance declines to do so and Contractor shall notify County that its good faith efforts to subcontract with Angwin were unsuccessful. If Angwin Ambulance ceases operations during the term of the Agreement, Contractor shall be required to meet all performance requirements for the Angwin service area and if the Contractor can document substantial increases in costs, the Contractor may appeal to the County for a fee adjustment.

**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 Napa County except as described for the Lake Berryessa area.

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 the County and shall not be at the County'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 the County 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. Administrative Provisions**

### **1. Contractor Support of County Compliance Contract Management, and Regulatory Activities**

The Contractor will reimburse the County for a portion of the County's expenses in monitoring and managing the Agreement, provision of medical direction and conducting periodic procurements. The Contractor shall pay to the County twenty-five thousand dollars (\$25,000.00) per year due upon commencement of the Agreement and on each anniversary thereof. In addition, the Contractor shall pay to the County on a monthly basis, ten dollars (\$10.00) per patient transported from calls originating from the 911 system and interfacility ALS transports.

### **2. No System Subsidy**

The Contractor will operate the EMS system without any subsidy from the County. RFP specifications are designed to provide increased accountability without undue operational or financial burden for providers.

### **3. Contractor Revenue Recovery**

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

#### **a) Patient Charges**

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates proposed in response to this RFP and as subsequently approved by the County. The current rates are included in Appendix 3.

#### **b) Fee Adjustments**

The Contract Administrator will approve annual increases to patient charges based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland. The annual rate increases will be the greater of three (3) percent or the increase of the CPI for any given year. All changes in the transport fees must be approved by the County.

In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of 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 twenty-four (24) months of the commencement of the Agreement. If Contractor believes an adjustment is warranted, the Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the second anniversary of the Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. The Contract Administrator shall review the application and forward his or her recommendation to the Health Officer, who shall have the authority to approve or disapprove the request. Approval of rate changes is required before they can become effective.

#### **4. Federal Healthcare Program Compliance Provisions**

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

##### **a) Medicare and Medicaid Compliance Program Requirements**

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

Contractor will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. The Contractor will submit the report to the County within 120 days of the end of each contract year.

##### **b) HIPAA Compliance Program Requirements**

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 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA include:

- (1) Standards for Privacy and Individually Identifiable Health Information
- (2) Health Insurance Reform: Security Standards
- (3) Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations will be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations.

**5. State Compliance Provisions**

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with county policies, procedures and protocols.

**6. Billing/Collection Services**

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

- (1) electronically generate and submit Medicare and Medicaid claims;
- (2) itemize all procedures and supplies employed on patient bills; and
- (3) 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

Contractor shall make no attempts to collect its fees at the time of service.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner

**7. Contractor Compensation from County**

It is the County and Contractor's shared goal to perform the EMS services outlined herein while requiring no subsidy during the term of the Agreement.

**a) Market Rights**

Except for provision of limited BLS emergency ambulance service already existing in the County, backup services, or suspension of this Contract, County shall not enter into agreements with any other provider for ground response to emergency requests for ambulance service within Contractor's EOA during the term of this Agreement. Furthermore, the County will make reasonable efforts to ensure the Contractor's exclusivity of ALS interfacility transports originating within the EOA.

County reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this Contract, County may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most appropriate emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same as or less than the estimated air transport time.

## **8. Accounting Procedures**

### **a) Invoicing and Payment for Services**

County shall render its invoice for any fines or penalties to the Contractor within 30 business days of the County's receipt of the Contractor's monthly performance reports. The Contractor shall pay County 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 the County or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

### **b) Audits and Inspections**

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, County 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 County at its Napa County office or other mutually agreeable location. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment agreements.

On an annual basis, the Contractor shall provide County with audited financial statements by certified public accountants for Contractor's ambulance operations in Napa 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 County to provide County 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.

## **9. Non- Emergency Ambulance Permit**

Napa County's Ambulance Ordinance governs BLS non-emergency ambulance services and CCT services within the County. Pursuant to the Napa County Ambulance Ordinance, an ambulance company providing BLS non-emergency or CCT ambulance services must obtain the appropriate ambulance service Certificate of Operation and ambulance permits. The County will waive the permit and inspection fees for the Contractor's ambulances providing service in the County.

The Napa County Emergency Medical Services Ambulance Ordinance and application information are available at the EMS websites of [www.countyofnapa.org/EMS](http://www.countyofnapa.org/EMS). They may also be obtained at the EMS office.

**10. Insurance Provisions**

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage is listed in Appendix 8.

**11. Hold Harmless / Defense / Indemnification / Taxes / Contributions**

- a) In General. To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and the officers, agents, employees and volunteers of County 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 and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of County or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege attorney-client privilege, or attorney work product privilege.
- b) 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 this 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 and its 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.

**12. 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) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to County; or
- b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to County and from a bank or other financial institution acceptable to County

**13. Term of Agreement**

The initial term of the Agreement ultimately executed by Contractor shall be for a period of five (5) years commencing at 12:01 a.m. on January 2, 2012 and terminating at midnight, January 1, 2017.

**14. Earned Extension to Agreement**

If, at the sole judgment and discretion of the County, the contractor is deemed to be substantially in compliance with the specifications defined in this RFP and the resulting Agreement, the County will grant an extension of the Agreement for up to five (5) additional years. The County 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 the County 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.

**15. Continuous Service Delivery**

Contractor expressly agrees that, in the event of a default by Contractor under the Agreement, Contractor will work with the County 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 County to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

**16. Annual Performance Evaluation**

The County may evaluate the performance of the ambulance Provider on an annual basis. An evaluation report will be provided to the County Board of Supervisors.

The following information will normally be included in the performance evaluation:

- a) Response Time performance standards assessed with reference to the minimum requirements in the Contract;
- b) Clinical performance standards assessed with reference to the minimum requirements in the Contract;
- c) Initiation of innovative programs to improve system performance;
- d) Workforce stability, including documented efforts to minimize employee turnover;
- e) Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement; and
- f) Compliance with information reporting requirements

**17. Default and Provisions for Termination of the Agreement**

County 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 correct such default within seven (7) days following the service on it of a written notice by County specifying the default or defaults complained of and the date of intended termination of rights absent cure.

**a) Definitions of Breach**

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

- (1) Failure of Contractor to operate the ambulance service system in a manner which enables County 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;
- (2) Willful falsification of data supplied to County 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 Contract;
- (3) Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
- (4) Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
- (5) 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;
- (6) 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;
- (7) Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
- (8) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- (9) Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- (10) Failure of Contractor to meet Response Time requirements for three consecutive measurement periods in a single category and after receiving notice of non-compliance from Contract Administrator;
- (11) Failure of Contractor to provide and maintain the required insurance and performance security bond;
- (12) Failure of Contractor to comply with the vehicle lease provisions;
- (13) Failure of Contractor to cooperate and assist County in the investigation or correction of any "Minor Breach" conditions;
- (14) Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
- (15) Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;

- (16) Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
- (17) Failure to timely prepare and submit the required annual audit; and
- (18) Any other willful acts or omissions of Contractor that endanger the public health and safety.

**18. Termination**

**a) Written Notice**

The Agreement may be canceled immediately by written mutual consent.

**b) Failure to Perform**

County, 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, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to County's rights otherwise to recover its damages.

**19. Emergency Takeover**

In the event the County 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 of Supervisors.

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 County to affect an immediate takeover by the County 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 County ambulances and associated equipment used in performance of the Contract, 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 County ALS Policies and Procedures.

Contractor shall deliver ambulances, dispatch and communications system, facilities and crew stations to the County in mitigation of any damages to County resulting from the Contractor's breach. However, during the County's takeover of the ambulances and equipment, County 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 disburse these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, the County shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude the County 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 County's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with the County to effect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Board of Supervisors was made in error.

The County shall have the right to authorize the use of vehicles and equipment by another company. Should the County require a substitute contractor to obtain insurance on equipment, or should the County 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.

The County 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, the County 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.

The County 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 the County judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means the County chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to County during an emergency takeover period. Contractor shall maintain and provide to the County a listing of all vehicles used in the performance of this Contract, 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 the County within 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.

## **20. Transition Planning**

### **a) Competitive Bid Required**

Contractor acknowledges that County intends to conduct a competitive procurement process for the provision of emergency ambulance service within County's Exclusive Operating Area following termination of this Contract. Contractor acknowledges and agrees that County 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.

**21. County's Remedies**

If conditions or circumstances constituting a Default as set forth in Section IV.G.17 exist, County 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 in Sections IV.G.19. All County's remedies shall be non-cumulative and shall be in addition to any other remedy available to the County.

**22. Provisions for Curing Material Breach and Emergency Take Over**

In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of the Agreement. In the event of a material breach, County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice and which notice should include the reason why such material breach endangers the public's health and safety. Within 24 hours of receipt of such notice, Contractor shall deliver to County, 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 (with such failure to be determined in the sole and absolute discretion of County) or Contractor fails to timely deliver the cure plan to the County, County may take-over Contractor's operations. Contractor shall cooperate completely and immediately with County to affect a prompt and orderly transfer of all responsibilities to County.

Contractor shall not be prohibited from disputing any such finding of default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public

health and safety, and any legal dispute concerning the finding that a Default has occurred, shall be initiated, and shall take place only after the emergency take-over has been completed.

Contractor's cooperation with and full support of such emergency take-over shall not be construed as acceptance by Contractor of the findings and default, and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of Default was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by the County was made in error.

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

**23. "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 the County 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:

- a) 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 a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
- b) 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;
- c) County 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. County 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
- d) Should the County 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

**24. General Provisions****a) Assignment**

Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the County, 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 this Agreement. Contractor shall be responsible for ensuring that its employee's 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 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 for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

**f) Product Endorsement/Advertising**

Contractor shall not use the name of Napa County or Napa County EMS for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

**g) Observation and Inspections**

County 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 County representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's 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 the County, County 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, patient records, financial records of Contractor pertaining to the Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements and other documentation for County to fulfill its oversight role.

**h) Omnibus Provision**

Contractor understands and agrees that for seven years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents and records that are necessary to certify the nature and extent of the reasonable costs of services.

**i) 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. 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 and Contractor.

**j) 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 the County. The acceptance of work under the Agreement shall not be held to prevent the County's maintenance of an action for failure to perform work in accordance with the Agreement.

**k) 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 Napa County, California.

**l) End-term Provisions**

Contractor shall have 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.

**m) Notice of litigation**

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

**n) Cost of Enforcement**

If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

**o) General Contract Provisions**

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

## SECTION V. 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). This agreement must be unqualified and expressly stated in the Proposal. If a Proposer fails to so agree to any Minimum Requirement related to any Competitive Criterion, the County may, in its 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 the County 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 in Section II.G.

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 elements of the Competitive Criteria invite Proposers to propose higher levels of collaboration. For those Competitive Criteria, the Review Panel may take the proposed collaboration into account when rating the Proposal. The following provisions apply to offers of collaboration included in Proposals:

- (1) Offers of collaboration may be made in connection with any Competitive Criterion but will be taken into account for scoring purposes only for the Competitive Criteria set forth in Section V (B) (1) and (E) (1) through (5).

- (2) As used here, “collaboration” refers only to proposed modes of interaction between the Contractor and EMS system participants other than the LEMSA. The Contractor’s relationship with the LEMSA is as a contractor rather than collaborator.
- (3) Proposers are not required to negotiate memoranda of understanding or other agreements with other entities prior to the award of the Agreement. It is sufficient for a Proposer to describe the nature, purpose, and functional details of the proposed collaboration. The Proposer will be considered to have made an irrevocable offer to collaborate on the terms described. The successful Proposer must negotiate in good faith to effectuate any such collaboration.
- (4) To be given weight in the rating process, offers of collaboration must further the purpose of the specific Competitive Criterion in which the offer appears.
- (5) Offers of cash payments by a Proposer are not prohibited but they shall not, in themselves, be considered to constitute “collaboration” or otherwise be taken into account by the Review Panel when rating Higher Levels of Commitment offered in response to the Competitive Criteria. This provision is qualified as follows:
  - (a) Proposers may be required to bear the cost of higher levels of commitment, as provided, for example, in Section V (B) (1) (b).
  - (b) The requirement that the Contractor assume responsibility for the \$30,000 annual subsidy for Angwin Ambulance is a Minimum Requirement, rather than a Higher Level of Commitment. Proposals not agreeing to do so will be considered non-responsive and disqualified.

## **A. Clinical**

### **1. Competitive Criterion: Quality Improvement**

#### **a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement**

The County 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 the County and based on current EMS research and call demand. The LEMSA ultimately will approve and implement the quality monitoring and improvement plan to be used in the County by all EMS system participants. Proposers should review the CVEMS’ “Pre-Hospital Emergency Medical Services Quality Management Approach” document revised June 30, 2009, to better understand current and planned quality assurance and quality improvement plans for Napa County EMS. The document is available on the Napa County EMS website: [www.countyofnapa.org/EMS](http://www.countyofnapa.org/EMS).

The County 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 Napa County, and the other agencies involved in the Napa 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. Napa County and its LEMSA are 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.

A Proposal might incorporate the 2010-2011 Baldrige National Quality Program: Health Care Criteria for Performance Excellence. A copy of this program can be downloaded at [www.quality.nist.gov](http://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;
- Focus on Patients, Other Customers and Markets;
- Measurement, Analysis, and Knowledge Management;
- Workforce Engagement;
- Process Management; and
- Results.

The Proposer’s quality management capability could be supported by providing a list of Key Performance Indicators (KPI) for each of the key result areas utilized in Proposer’s operations and proposed for Napa County. Include a specific data definition and data source for each KPI.

## 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 LEMSA. 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:

- (1) Response time performance by zone, priority, and County-wide;
- (2) Presumptive impressions at dispatch compared to field intervention;
- (3) Scene time and total pre-hospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma;
- (4) Cardiac arrest survival in accordance with Utstein protocols;
- (5) Fractal measurement of time to first defibrillation;
- (6) Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients;
- (7) Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure;
- (8) Compliance with protocols, procedures, and timelines for patients with asthma or seizures;
- (9) Compliance with protocols, procedures, and timelines for patients with cardiac arrest;
- (10) Compliance with protocols, procedures, timelines, and destinations for trauma patients;
- (11) Compliance with protocols, procedures, and timelines for patients with presumed stroke symptoms;
- (12) Compliance with protocols, procedures, and timelines for assessment of pain relief;
- (13) Successful airway management rate by entire system, provider type and individual, including EtCO<sub>2</sub> detection;
- (14) Successful IV application rate by entire system, provider type and individual;
- (15) Complaint management;
- (16) Paramedic skill retention;
- (17) Use of mutual aid; and
- (18) 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:

- 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; and
- employee satisfaction.

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 Personnel

It is the County's goal that all organizations participating in the 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 (this could be the senior manager referred to in the preceding paragraph or another 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 this Agreement.

Proposers are required to document their commitment to have the senior members of their Napa 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 the meetings of the Napa County Medical Advisory Committee and its project groups, Response Time compliance committee, submission of comprehensive key performance indicator reports to the County's LEMSA, and actively participating in projects designed to improve the quality of EMS in the County of Napa.

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 those described below.

- (1) Implementing specific programs and activities to fully engage the workforce in quality management, such as peer review activities, medical audits, etc.;
- (2) The quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects;
- (3) Methods used to communicate openly with the workforce and to assess the effectiveness of this communication;
- (4) Activities used by the organization to communicate performance data to the members of the workforce involved in the process whose performance is being monitored;
- (5) Strategies used by the organization's leadership team to promote legal and ethical behavior for themselves and the entire organization;

- (6) The organization’s process for handling breaches of ethical behavior;
- (7) Activities of the organization’s leadership to promote a culture focused on patient and employee safety; and
- (8) 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 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.

**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 those described below.

- (1) Demonstrate higher levels of Medical Direction commitment by emphasizing the Medical Director’s qualifications such as Board Certification in Emergency Medicine, completion of the EMS Medical Director’s Course, etc.
- (2) 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.
- (3) Committing to support its Medical Director in liaising with other members of the Napa 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 the monitor and analyze the entire interaction of the patient and customers with 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 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 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 those described below.

- (1) Identify how the organization determines the desires, needs and expectations of patients and other customers. Include a list of key customer groups other than patients.
- (2) Discuss the mechanisms the organization uses to incorporate the "voice of the customer" in planning processes.
- (3) Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity and gender. Describe 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.
- (4) Describe and provide 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. If possible, provide examples of what you've learned by using these monitoring methods and the action you've taken to improve the service to patients and other customers.
- (5) Most EMS systems engage in infection control practices designed to protect providers from acquiring infections. Very few EMS systems engage in hygiene practices that are designed to protect patients from contamination. Describe 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 county licensure/certification requirements at no cost to employees. All in-service and continuing education programs must comply with state regulations. The EMS Medical Director may mandate specific continuing education programs and content requirements, and the County LEMSA 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:

- (1) Targeting educational content to address local system needs;

- (2) Expanded content of training program offerings;
- (3) Introduction of innovative educational/training methods; and
- (4) Measuring competency with specified skill sets.

## **B. Operations**

### **1. Competitive Criterion: Dispatch and Communications**

All 911 requests for EMS are received by Napa Central Dispatch. Napa Central Dispatch answers the 911 calls for the City of Napa and the remainder of the County with the exception of calls answered at the PSAPs in Calistoga and St. Helena. Medical calls received in Calistoga and St. Helena are transferred to Napa Central for processing.

Napa Central Dispatch provides Emergency Medical Dispatch (EMD) functions including call categorization, designation, prioritization and pre-arrival instructions when required.

Currently, information from calls originating in most of the County is transferred to the Contractor's dispatch center. The Contractor's dispatch center receives the information and dispatches the ambulances for response. Calls originating in the Angwin ambulance service area are routed through Security at Pacific Union College which dispatches the Angwin ambulance crews for response. Napa Central Dispatch simultaneously notifies the Contractor to co-respond to the Angwin area location.

Fire agency first responders are dispatched by Napa Central Dispatch or Cal Fire at its Emergency Communications Center.

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 Napa County. In some, 911 calls go directly to Napa Central Dispatch. In others, the calls themselves or information from the calls may be relayed between two or more points, sometimes by verbal repetition, before the call information makes its way to Napa Central Dispatch, which currently serves as the conduit for all emergency ambulance requests to the Contractor. What all calls have in common is this link between Napa Central Dispatch and the Contractor.

This RFP is intended to promote a higher level of collaboration between the Contractor and Napa Central Dispatch to improve the efficiency and reliability of communications between those two 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.

Napa Central Dispatch will be the depository for data pertaining to EMS requests, responses, disposition time stamps and intervals. The data retained at County Dispatch will be used to measure relevant performance standards.

**a) Minimum Requirements—Dispatch and Communications**

The Contractor is, at a minimum, required to report, electronically, en route, on scene, en route to destination, arrival at receiving facility, available for next assignment, and patient disposition to Napa Central Dispatch.

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 Napa Central Dispatch. Contractor shall be capable of receiving and replying to such requests for emergency ambulance services by voice and data linkage.

- (1) Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this 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.
- (2) Contractor shall equip all ambulances and supervisory vehicles used in performance of services to County with radio equipment for communications with Napa Central Dispatch, suitable for operation on the (CALCORD) California On-Scene Emergency Coordination Radio System and for communication with hospital receiving facilities.
- (3) 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 County rules and operating procedures.
- (4) Contractor shall ensure access to cellular telephones for use on ambulances and supervisory units.

In addition, the Proposer shall commit to:

- (1) Equip all ambulances with Automatic Vehicle Location (AVL) devices and Mobile Data Terminals (MDT). All vehicles in the system must notify Napa Central Dispatch of status and maintain a level of communication ensuring that Napa Central Dispatch is aware of the unit's location at all times.
- (2) Report key time indicators to Napa Central Dispatch. This includes the time each call is received, the time response begins, on scene time or the time canceled, begin transport time, arrival at receiving facility time, clear assignment time, and time available. This detail will allow for a more accurate analysis of system performance, particularly in connection with delays in service.
- (3) In tracking the status of ambulances and maintaining the time records described above, Napa Central Dispatch will be providing a service to the Contractor. The Contractor must agree to pay the reasonable costs associated with that service. It is not necessary for Proposers to obtain a commitment from Napa Central Dispatch to provide these services or to negotiate a binding agreement prior to Proposal

submission, nor will the Contractor be held responsible in the event Napa Central Dispatch declines to do so. A summary of the Napa Central Dispatch services and proposed costs are included in Appendix 9.

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 those described below.

- (1) Direct Dispatch: The County prefers that Napa Central Dispatch function as the primary dispatch center for 911 resources. It would be preferable if ambulances were directly dispatched by Napa Central Dispatch. The Contractor might agree to procure direct dispatch services from Napa Central Dispatch and to pay the reasonable costs associated with Napa Central Dispatch providing direct dispatch services. It is not necessary for Proposers to obtain a commitment from Napa Central Dispatch to provide these services or to negotiate a binding agreement prior to Proposal submission, nor will the Contractor be held responsible in the event Napa Central Dispatch declines to do so. A summary of the Napa Central Dispatch services and proposed costs are included in Appendix 9.
- (2) CAD to CAD: This refers to computerized technology creating an electronic connection between the computer assisted dispatch program (CAD) maintained by Napa Central Dispatch and that of the Contractor, providing a two way flow of data from Napa Central Dispatch to the Contractor and from the Contractor to Napa Central Dispatch. It is not equivalent to direct dispatch.
- (3) Other Strategies to Reduce Response Times: Proposers may propose other reasonably achievable 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 requirements listed below.

- (1) All ambulances shall meet the standards of Title XIII, California Code of Regulations.
- (2) Ambulance vehicles used in providing contract services shall bear the markings "Napa 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.
- (3) Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement.

- (4) Overall design, color and lettering are subject to the approval of the Contract Administrator.
- (5) Proposer shall describe the ambulance and supervisory vehicles to be utilized for the services covered under the Agreement.
- (6) 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.

**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:

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

**3. Competitive Criterion: Equipment**

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 the minimum requirements of the LEMSA's Ambulance Equipment and Supply List. A listing of the on-board equipment, medical equipment and supplies required by the County can be found on the Vehicle Inspection Form available for download at the Napa County EMS website or as identified as (RT16) available for download at the CVEMS web site.

Contractor agrees that equipment and supply requirements may be changed with the approval of the Contract Administrator due to changes in technology.

Contractor shall acquire and maintain all ambulances, support vehicles, on-board medical supplies/equipment, office facilities and equipment to be used by Contractor 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.

The County may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list (available for download at [www.countyofnapa.org/EMS](http://www.countyofnapa.org/EMS)) as determined by the County, the County may:

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

(3) 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. County 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 the minimum equipment list. 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 on-board equipment used in the performance of its work. The County expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. 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, the County 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 ensure an ambulance maintenance program that is designed and conducted to achieve 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 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:

- (1) 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
- (2) 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 Napa 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:

- (1) The Proposer describing sophisticated processes it has developed or used to achieve exemplary Response Time performance; and/or
- (2) The identification and use of technologies or managerial processes to enhance Response Time performance.

**C. Personnel**

Napa County recognizes that those employed in the Napa 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**

The County recognizes the Contractor’s need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. The County 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 Napa County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters.

The 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.

All field supervisory level staff will have successfully completed ICS 100, 200, 300 & 400, NIMS 700 & 800.

**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:

- (1) The provision of a dedicated supervisor and vehicle for Napa County coverage;
- (2) Specialized training for supervisors (i.e. Strike team leadership);
- (3) Exemplary qualification requirements; and
- (4) 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**

The County 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. The County 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.

**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**

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

- (1) Pre-screening of potential employees (including drug testing);
- (2) Initial and on-going driver training;
- (3) Lifting technique training;
- (4) Review current information related to medical device FDA reportable events, recall, equipment failure, accidents; and
- (5) Review 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:

- (1) Gathering data on ALL incidents that occur among the Contractor’s workforce;
- (2) Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
- (3) Gather safety information as required by law;
- (4) Implement training and corrective action on safety related incidents, as required by law; and
- (5) Provide safe equipment and vehicles.

Proposer shall describe its risk management program.

**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 those described below.

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:

- (1) Describe the organization's method for providing system and individual performance feedback to employees.
- (2) Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
- (3) Describe the credentialing requirements for the employees including but not limited to EMT's, paramedics, dispatchers, and mechanics.
- (4) Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
- (5) Describe the organization's practices to ensure diversity in the workforce. Address the organization's level of diversity alignment with the communities that you serve.
- (6) Describe 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.
- (7) Impaired providers present a significant safety risk for patients, partners and others in the community. Proposers should describe their 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 the following:

- (1) 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.
- (2) The method used by the organization for two-way communication between front line employees and the leadership team.
- (3) The organization's mechanism for encouraging, gathering, providing feedback on and acting on employee improvement suggestions.
- (4) The development of a career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.

## **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 Napa County. Provide resumes for the individuals. If the positions have not been filled for Napa 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 Napa County operations. 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 those described below.

- (1) 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.
- (2) 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: The Angwin and Lake Berryessa Service Areas**

The County is committed to supporting the Angwin Community Ambulance Service (Angwin Ambulance) and to promoting the availability of ALS response in the Angwin and Lake Berryessa area. At the present time, the County pays a cash subsidy to Angwin Ambulance of \$30,000 per year. That County subsidy will end at the commencement of the Agreement.

It should be noted that Angwin Ambulance response area encompasses the area around the lake north of the Bureau of Reclamation Headquarters.

The eastern portions of the County surrounding Lake Berryessa are currently in transition due to significant changes in the way that the federal government is managing its land adjacent to the lake. At the present time, ambulance call activity is relatively low most of the year but increases in the summer when there is some recreation on and around the lake. However, it is anticipated that activity at the lake, and the accompanying need for EMS services, could increase substantially if the Federal government's current plans are implemented.

Because of the uncertainty surrounding the ultimate "build out" of recreational facilities in the Berryessa area, plus the responsibility of the Federal government for the provision of emergency services on its lands, it is not possible to forecast the impact of events around the lake on the local EMS system. For that reason, the County will allow the Contractor to "reopen" and renegotiate provisions of the Agreement relating to the provision of emergency ambulance services in the Berryessa area once in a rolling four-year period. The Contractor may exercise this reopening right by written notice to the County of a material change in circumstances in the Lake Berryessa area likely to affect the financial viability of the Contractor's franchise. In this event, the County shall have the right for the Agreement to remain in effect in its then-current form for up to 18 months following the date of such notice to afford time to negotiate necessary

amendments or arrange for the termination of the Agreement and procurement of a new provider. At the present time, the County provides a subsidy to the Contractor to increase coverage and reduce Response Times in the area of the lake during certain periods in the summer. That County subsidy will end at the commencement of the Agreement.

**a) Minimum Requirements—Angwin and Lake Berryessa Service Areas**

- (1) Proposers should educate themselves regarding the current operational protocols relating to areas served by Angwin Ambulance.
- (2) Each Proposer must agree to enter into a contract with Angwin Ambulance whereby the Contractor will sub-contract with Angwin Ambulance for BLS first response and BLS transport services.
- (3) The Contractor will assume responsibility for payment of the annual \$30,000 subsidy to Angwin Ambulance.
- (4) The Contractor will provide paramedic coverage in the geographic area served by Angwin Ambulance and sub-contract with Angwin Ambulance for BLS transport. The Contractor's paramedic will respond to all 911 requests in the Angwin and northern Lake Berryessa area.
- (5) Proposers are not required to negotiate an agreement with Angwin Ambulance prior to the award of the Agreement. It is sufficient for a Proposer to describe the nature, purpose, and functional details of the proposed arrangement. The Proposer will be considered to have made an irrevocable offer to operate on the terms described. The successful Proposer must negotiate in good faith to effectuate an agreement.

**b) Higher Level of Commitment—Angwin and Lake Berryessa Service Areas**

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.

- (1) Proposers may propose other reasonably achievable strategies to be undertaken at the Contractor's expense that would likely materially increase the availability of ALS response in the Angwin and Lake Berryessa area. Strategies could address protocols with first responder agencies, training, internships, staging of paramedics or other resources in closer proximity to the community, etc.
- (2) The Contractor may enter into a cooperative arrangement with Cal Fire to provide a response vehicle and driver to support the paramedic ALS coverage at Lake Berryessa during summer weekends and holidays. This arrangement is similar to prior arrangements made between Cal Fire and the County. The Contractor will be responsible for negotiating and entering into any such agreements that are to be effective during the term of the Agreement and for paying compensation agreed upon. Any such agreements to provide ALS level care to meet Response Time requirements are subject to approval by the County. A letter from Cal Fire is included in Appendix 10 that expresses the agency's willingness to work with the Contractor to negotiate arrangements for coverage at Lake Berryessa as well as provide a location for the Contractor to establish a post in St. Helena, if so desired by the Contractor. Proposers

need not enter into actual negotiations with Cal Fire; if a Proposer determines to commit to a cooperative arrangement as described in this paragraph, it is only necessary to state that commitment and describe the terms on which the Proposer is willing to cooperate in the Proposal.

## **2. Competitive Criterion: Supporting Improvement in the First Response System**

The EMS system in Napa County is a collaboration among numerous related and unrelated agencies which are dependent on one another to assure positive outcomes for the individuals being served. The County's goals regarding this collaborative system include: 1) provide a seamless handoff of patients by first responders to the emergency ambulance service; 2) achieve the prevailing industry standard with respect to the provision of training to first responders; and 3) expand and enhance ALS response capacity and capability throughout the County.

The emergency ambulance service is the main "player" within the pre-hospital EMS system that is concerned with the provision of emergency medical services to people who are seriously injured or ill. As a result, the ambulance service provider has, in most communities, emerged as the organization charged with facilitating ongoing EMS training within the EMS system. This is a cost of doing business recognized by ambulance providers across the country and the only practical source of such training in most communities. It is also the logical source for such training, because the ambulance provider is the entity with a direct role in the most EMS responses in the County.

The fire agencies in Napa County are formalizing a collaboration to facilitate working together with the Contractor. This collaboration will allow the Contractor to communicate and work with a single group rather than individual agencies. 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:

- (1) Exercise its best, good faith efforts to maintain positive working relationships with all first response agencies across the County;
- (2) Make continuing EMS education services available without cost to all first responders across the County at the level prevailing in the industry;
- (3) Restock at the Contractor's cost basic life support supplies utilized on a one-for-one basis, based on utilization on calls by first response agencies;
- (4) Maintain ALS disaster trailers throughout the County;
- (5) Provide internship opportunities for paramedic, EMT-Advanced and EMT students, giving preference to students from training programs located in Napa County; and

- (6) Contractor shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies within the Service Area

Proposers shall describe in detail how they intend to address the Minimum Requirements listed above.

**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 those described below.

Proposers may propose strategies to strengthen the collaborative interface between the Contractor and first responders and to improve the quality and efficiency of the EMS response system through support for first responders and other agencies integral to the provision of ALS services. As used in this paragraph, “support” does not include cash payments to first responders, even when earmarked for a specific purpose. While such payments are not prohibited, no weighting will be given to them in the RFP scoring process. This criterion is seeking support strategies other than those to be effected by the payment of cash stipends, subsidies, or fees to first responders. Examples of possible strategies include:

- (1) Restock ALS supplies for agencies committing to provide ALS first response within their service areas. This would be effectuated through separate agreements with these first responder agencies. Proposers would need only to agree to their role in a restocking program – as noted above, it is not necessary to obtain an agreement prior to Proposal submission.
  
- (2) 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 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 Fire Departments, providing ALS first response with Advanced EMTs or paramedics, in the Urban and Suburban Response Zones meet the Response Time Standards for Priority 1 calls on a consistent basis, the Contractor may delay response by up to 25 percent of the relevant Priority 1 Response Time.

In these specific locations, the fire department is responsible for meeting the Response Time requirement at 90 percent reliability and providing the same Response Time reports to the County and the Contractor as the Contractor provides to the County. The Proposer may offer to execute a Memorandum of Understanding (the MOU) with the first response agency defining the responsibilities and expectations of each party. The County 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. In recognition of the investment by the community to support ALS first response and the Contractor's potential savings, a discount will be applied to the patients' charges. The base rate for patient transports, resulting from 911 requests for emergency ambulance services and where the patient's location is within the response area of the ALS first responder, will be reduced by one hundred dollars (\$100.00).

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) when this level is implemented by the LEMSA.

- (3) Shared medical direction
- (4) Collaborative training programs
- (5) Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events.
- (6) Coordination between or collaborative continuous quality improvement programming
- (7) Coordination of public education initiatives and programming
- (8) Coordination of injury and illness prevention programs.
- (9) Collaborative fleet maintenance activities.
- (10) Collaborative public information services.
- (11) 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.

It is recognized that some of the suggestions for a "higher level of commitment" in connection with this Competitive Criterion "Supporting Improvement in 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.

**3. Competitive Criterion: Support of Napa Fire’s Paramedic Program**

City of Napa Fire Department paramedics are the primary ALS provider within the city limits and continue provision of patient care and monitoring to the receiving hospital for the transported patients.

**a) Minimum Requirements—Support of Napa Fire’s Paramedic Program**

Contractor shall respond to all emergency ambulance requests originating within the City of Napa. Napa Fire Department paramedics also respond to most emergency medical requests. The Napa Fire paramedics initiate patient care and continue providing patient care and monitoring to the receiving hospital. The Contractor shall provide transportation of the patients and the Napa Fire Department paramedics treating the patients to the receiving facilities. However, there will be occasions when the City fire paramedics are encumbered or not the closest responder. In addition, under current protocols, the City fire paramedics do not continue to provide patient care and monitoring if the receiving hospital is outside the City of Napa. For these reasons, the Contractor shall be required to provide primary ALS response, care and transport for all responses under the Agreement within the city limits. The Contractor must also agree to accept responsibility for the provision of such care and monitoring in the event the LEMSA and the City of Napa agree on a change in the current protocols providing for the retention of patient responsibility by City paramedics after the arrival of Contractor’s ambulance.

**b) Higher Level of Commitment —Support of Napa Fire’s Paramedic Program**

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 Proposer may work with the City to identify locations within the City that are hard to reach for fire response and work out a coverage arrangement where the Contractor may provide primary EMS response.

Other offerings may include specialized joint training, shared specialty teams, or other activities to integrate training, quality management, and personnel.

**4. Competitive Criterion: Health Status Improvement and Community Education**

The County 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 County’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 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—Health Status Improvement and Community 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 those described below.

According to the UCSF Center for Health Professions, on a national level, the ethnic compositions of the EMT and paramedic workforce does not fully reflect the U.S. population. As of 2001, ethnic minorities made up 26 percent of the U.S. population, but only 15 percent of the EMT/Paramedic workforce. This is of some concern because EMTs are frequently involved in situations where cultural understanding is vital, particularly in urban areas. Accordingly, Contractor may collaborate with Napa County EMS and Public Health Division to develop and facilitate EMT training programs, internships and related opportunities for Napa County residents from racial/ethnic and income groups that are underrepresented among health and emergency medical professionals.

Proposer may offer to undertake projects that shall demonstrably improve the health status in the community. Health status improvement programs targeted to “at-risk populations” may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety program, home hazard inspection program.

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

Contractor may seek external grant funding for health status improvement projects.

**5. Competitive Criterion: Local EMS Training Support**

The County EMS system is comprised of multiple agencies and staffed by myriad individuals. The Contractor shall collaborate and work with these system stakeholders to improve service, clinical care and system performance. The most important stakeholder groups include the physicians, nurses, paramedics, EMTs and other caregivers who work to meet the needs of the sick and injured.

**a) Minimum Requirements—Local EMS Training Support**

A healthy EMS system requires the continuous infusion of new caregivers. The Contractor shall offer educational opportunities for EMT students to ride and observe on the Contractor’s ambulances. The Contractor shall also provide preceptors and internship for paramedic students enrolled in local community colleges and private programs. Contractor will make these the observation, internship, and preceptors available on a priority basis to local training program students and those residing or working in Napa County.

Proposer shall describe how it intends to meet the minimum requirements listed above.

**b) Higher Level of Commitment— Local EMS Training Support**

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.

- (1) Commit to the provision of clinical exchange opportunities. Examples might include: 1) the Contractor’s paramedics and EMT staff could participate in hospital clinical experiences, as defined in protocols developed by or in collaboration with the LEMSA; and 2) provision for hospital nursing personnel to – ride along on ambulances to broaden their clinical experience.
- (2) Offering to integrate the Contractor and county training program resources, providing instructors, recruiting students, or facilitating employment opportunities for graduates.

## **SECTION VI. BUDGET AND PRICING DOCUMENTATION**

### **A. Minimum Requirement—Pro Forma Budgets**

The Proposer is required to complete a pro forma budget for the first three (3) years of operation under the Agreement. The template for the pro forma budgets are included in Appendix 11.

THE PRO FORMA BUDGET INFORMATION REQUIRED IN THIS SECTION MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "FINANCIAL DOCUMENTS AND PRICING"

### **B. Pricing**

The Proposer is required to complete and sign the Price Sheet Form. The Price Sheet Form is included in Appendix 12.

THE COMPLETED PRICE SHEET REQUIRED IN THIS SECTION MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "FINANCIAL DOCUMENTS PRICING."