

## **IMPORTANT NOTICE**

This draft RFP is being released for public comment by the Solano EMS Cooperative. The final RFP may differ from the draft presented here. Prospective bidders are cautioned not to rely upon any provisions of this draft RFP in deciding whether to prepare or submit a proposal, or in the preparation of a proposal. Any purchases or expenditures made by any prospective bidder in reliance upon anything contained in this draft are not advised. The prospective bidder is solely responsible for any such purchases or expenditures or any other preparatory acts it may choose to undertake related to this RFP. All public comments received in the manner and prior to the time prescribed by SEMSC for the submission of public comments shall be considered fully and equally in any revisions which may be hereafter made to this draft RFP. The making of any such revisions is in the sole discretion of SEMSC.

# **Solano Emergency Medical Services Cooperative (SEMSC)**

**REQUEST FOR PROPOSAL No. [REDACTED]**

**For the Following Exclusive Operating Area (EOA)**

**Services:**

**Emergency Ambulance Service**

**911 Response**

**Advanced Life Support Transport**

**Specialty Care Transport**

**RFP Issue Date: [REDACTED], 2019**

**Mandatory Bidder's Conference: [REDACTED], 2019**

**Proposals Due: [REDACTED], 2019, 5:00 p.m. PST**

**Contract Award: [REDACTED], 2019**

**Service Commencement: May 1, 2020, 12:01 a.m. PST**

**Procurement Process Administered by Solano County Department of Public Health**



**Under Contract with Solano EMS Cooperative**

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## SECTION I. INTRODUCTION

### A. RFP Overview

Solano County is a political subdivision of the State of California. State law, Health and Safety Code Section 1797.224, confers on the County's Local Emergency Medical Services Agency (LEMSA) the authority to designate exclusive operating areas (EOAs) and to select its Ambulance Service providers through a competitive process.

Solano County (County) has designated the Solano Emergency Medical Services Cooperative (SEMSC) as its LEMSA. In turn, SEMSC receives staff (SEMSC staff) and administrative support from the Solano County Public Health Department. The Public Health Department is administering this procurement on behalf of SEMSC. The final decision on award of the contract belongs to the SEMSC Board.

SEMSC is seeking a single, qualified and experienced provider to furnish emergency ambulance service, 911 response, advanced life support transport services and critical care transport (CCT) services as set forth in this Request for Proposals (RFP).

Each Proposer shall submit a written Proposal, in a digital format as set forth herein, setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP. Proposals must be organized to address each of the items and in the exact order shown in the "Mandatory Proposal Format" in Appendix A.

The outcome of this RFP process will be the selection of a single Contractor with whom SEMSC will negotiate an exclusive, performance-based contract ("Contract" or "Agreement") for the provision of the services described in this RFP within the prescribed EOA.

### B. Scope of Services

SEMSC will enter into an exclusive Agreement with the selected provider to furnish the following types of services in the designated EOA:

- 1) *Emergency ambulance services*, including:
  - a. All calls originating in the designated EOA through the 911 system;
  - b. All calls originating in the designated EOA through a seven-digit number or other means;
  - c. All emergency interfacility transports originating in Solano County
  - d. All standby services

- 2) *ALS services*, as defined in Health and Safety Code Section 1797.52, specifically including ALS interfacility transports
- 3) *CCT services*, which shall, for purposes of this RFP and the Agreement, conform to the definition of “Specialty Care Transport” as defined in 42 CFR Section 414.605, except as specifically set forth herein

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

### **C. Geographic Scope of EOA**

The Exclusive Operating Area to be covered by this Contract for emergency ambulance services includes all of Solano County with the exception of the territorial limits of the City of Vacaville and certain immediately contiguous areas surrounding the City of Vacaville,<sup>1</sup> also with the exception of Travis Air Force Base. The EOA for emergency ambulance services also includes portions of Sacramento County incorporated by the River and Delta Fire Protection District and the City of Isleton. Please see the attached maps at Appendix B. For ALS interfacility transports and critical care transports, the EOA includes transports originating within all of Solano County except as otherwise specifically set forth herein.

Notice is hereby given that SEMSC, on the authority of the EMS Agency Administrator and/or the Medical Director, may temporarily suspend the Contractor’s right to exclusivity in the EOA for the specified services in periods of disaster, mass casualty incident, terrorist event, or other large-scale events which might reasonably be expected to exceed the capabilities or resources of the Solano County EMS System.

### **D. Agreement Term**

The initial term of the Agreement will be for the five (5)-year period, projected to begin on or about May 1, 2020, and continuing through April 30, 2025. There will be an option for the extension of the Agreement by the mutual agreement of SEMSC and the Contractor for one additional period of up to five (5) years. The County reserves the right to modify the commencement date and/or term of the Agreement if it becomes necessary

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<sup>1</sup> The City of Vacaville and the certain surrounding contiguous areas historically served by the City of Vacaville have in the past been referred to as “Zone C.” Proposers are hereby notified that this description of the territories excluded from this EOA and reflected in the attached map(s) are based on the current descriptions of this territory as contained in the most current Solano County EMS Plan, as approved by the California EMS Authority, and that adjustments may be made to this excluded zone based on SEMSC’s ongoing review of the historical service area encompassed by the City of Vacaville. The decision to make or not make such adjustments to this zone is within the discretion of SEMSC.

due to unforeseen or unscheduled delays in the RFP process and/or in the negotiation of the Agreement with the selected Contractor.

## **E. Policy Goals of the Procurement**

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

It is also the goal of SEMSC to implement an *evidence-based* EMS system that reflects clinical practices supported by data and published, peer-reviewed research designed to optimize patient outcomes. In addition, recognizing that this Contract is the centerpiece of an EMS system that will take Solano County through the next ten-year cycle, it is the policy of SEMSC that Solano County's EMS system have sufficient flexibility to incorporate best practices and appropriate clinical practice standards as they emerge during the course of this ten-year planning cycle. Finally, it is the policy of SEMSC to implement an EMS system that is able to both respond to and fit within the changes occasioned by a dynamic and rapidly-evolving healthcare system.

It is also the goal of SEMSC to effectively utilize the resources of the fire departments in Solano County which provide valuable first responder and other services for the benefit of patients in their communities. This will be achieved by the mandatory participation of the Contractor in Public-Private Partnership (PPP) Agreements with fire-based agencies that are willing and able to meet the performance standards established by SEMSC.

It is SEMSC's policy that EMS be delivered promptly and efficiently to those in need within Solano County. To that end, there will be time-based performance standards in the Solano County EMS System. SEMSC also recognizes the need to deliver the best quality clinical care with the resources available to the EMS system. A "one size fits all" response time compliance standard is extremely costly, and for a great many patient conditions, there is no proven correlation between EMS response times and optimal patient outcomes. Accordingly, SEMSC desires to implement a system of response time performance standards that is condition-specific and based on clear, scientific evidence of a correlation between response times and patient outcomes. Along those same lines, SEMSC recognizes the inherent dangers in the excessive use of red light and siren (RLS) responses, and desires to implement a system in which RLS use is reserved solely for those true emergencies where data clearly correlate better outcomes with shorter times.

SEMSC will exercise its responsibilities for EMS planning, coordination and oversight in Solano County, while affording the Contractor flexibility in managing its day-to-day operations.

In conducting a competitive process for the provision of Emergency Ambulance Services, Solano County is meeting the mandates of the California EMS Act and the Health and Safety Code, Division 2.5, available at [www.emsa.ca.gov](http://www.emsa.ca.gov).

## **F. Fees**

SEMSC has established a fee schedule for the submission and consideration of Proposals pursuant to this RFP process. Payment of the prescribed fees is a condition precedent for the consideration of any Proposal. A Proposal shall be deemed to be non-responsive and ineligible for consideration if it is not accompanied by the required fee, or in the event that any required payment is dishonored by the payer's financial institution. All payments must be made to "County of Solano" and be in the form of an electronic funds transfer made prior to the Proposal deadline in accordance with the instructions set forth in this RFP. All payments made hereunder are non-refundable, regardless of whether the RFP process results in the award of a Contract.

The fees below are the sole payments to be made to SEMSC/Solano County as part of this competitive procurement process except as expressly set forth herein and as reflected in the final Contract. No payments, inducements, or remuneration of any form, in cash or in kind, may be made, offered, solicited, or accepted by or on behalf of any Proposer beyond the strict, cost-based fees set forth below, exclusive of any Liquidated Damages imposed under the terms of the Contract. Any violation of this provision by or on behalf of a Proposer will result in automatic disqualification of a Proposal.

<b>Contract Award Fee:</b>	<b>\$100,000</b>
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This one-time fee is payable only by the entity selected for contract award by the County at the conclusion of the RFP evaluation process. This fee is intended to cover the County's costs in development of the RFP, negotiating with the selected Proposer and preparing and executing a Contract. The fee is payable within fifteen (15) days of the date of SEMSC's Notice of Intent to Award. In the event that the County and the selected provider are unable to negotiate a satisfactory agreement and terminate negotiations, the Contract Award Fee shall be payable by any subsequent provider selected to enter into negotiations with the County.

<b>Annual Franchise Fee</b>	<b>\$600,000</b>
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This annual fee is payable only by the entity with which the County enters into a Contract. The fee is intended to cover the County's costs in administering the Contract, overseeing the Contractor's compliance, quality

assurance activities, performance-monitoring and related tasks. The fee is payable within the times established in the Agreement with the Contractor. In the discretion of the SEMSC, this fee may be reduced or waived in the event of a determination of a Financially Distressed EMS System as set forth herein.

#### **G. Disclaimer and Release**

SEMSC makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, available revenues, 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.

It is the Proposer's sole responsibility to ensure that it complies with all local, state and Federal laws in the submission of its Proposal and the provision of services under the Contract. This RFP and the Contract shall be construed to give effect to all applicable laws, rules and regulations.

By submitting a Proposal and/or entering into a contract with SEMSC, and without limiting the additional specific indemnification provisions which may be contained in this RFP and/or the Contract, each Proposer, for itself and its partners, shareholders, employees, agents, parents, subsidiaries, related entities, hereby forever releases and discharges SEMSC, Solano County, and their respective employees, agents, consultants and attorneys from any and all claims, demands, lawsuits, liability or damages of any kind that may arise in conjunction with this RFP process, evaluation, selection or contract, except for the process and remedies specifically provided in this RFP.



## **SECTION II. PROCUREMENT INFORMATION**

### **A. Performance-Based Contract**

The result of this procurement will be the award of a performance-based contract. The Contract 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 Contract with respect to prescribed performance requirements. Failure to meet specified standards will result in the assessment of Liquidated Damages and may lead to termination of the Contract.

The essential areas where performance must be achieved include:

- Ambulance response times;
- Ambulance equipment and supply requirements;
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure;
- Clinical performance consistent with approved medical standards and protocols;
- Comprehensive quality improvement activities and results;
- Sound financial and compliance performance in adherence to applicable state and Federal laws pertaining to healthcare billing and payment;
- Accurate and timely reporting;
- Operation of a secondary PSAP;
- Disaster and mass casualty response;
- Workforce hiring and employment practices;
- Provider and public education; and
- Customer and community satisfaction with the services provided.

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

The issuance of this RFP does not commit SEMSC 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. SEMSC 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 Contract, to restructure any system design element, standard or specification, or to cancel this RFP in whole or part if SEMSC, in its sole discretion, so determines. SEMSC shall conduct this procurement in conformance with the provisions of Solano County Ordinance No. 2009-1698.

SEMSC reserves the right to modify any terms or conditions of the Contract with the selected Proposer, regardless of whether or not the modifications comport with the specifications of this RFP, based on new evidence, changes in standards of care, financial distress of the Contractor and/or EMS system, changes in reimbursement, or other changes which, in the determination of SEMSC, necessitate modification of the Contract awarded hereunder.

The California Public Records Act ("CPRA"), Government Code Section 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.

SEMSC cannot guarantee that any information submitted in response to this RFP will be confidential. If SEMSC 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 individual or entity submitting the Proposal. If a Proposer believes that a portion of its Proposal is confidential and notifies SEMSC of such in writing, SEMSC 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 SEMSC 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 SEMSC that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be inspected.

### **C. Non-Collusion**

Each Proposer must use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Contract. 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 Proposer's strategies and activities.

Collusion, and/or the "rigging" or suppression of any Proposals, in the common understanding of those terms, or similar attempts to improperly influence or manipulate the integrity of this procurement process, and/or its outcome, are prohibited, and will, in the sole judgment of SEMSC, result in the disqualification of any Proposal(s) or Proposer(s) so involved; moreover, if such conduct is discovered after the award of a Contract, SEMSC

reserves all of its rights and remedies, including termination of the Contract and/or exercise of SEMSC's emergency takeover rights, and referral to appropriate law enforcement agencies. "Collusion" shall not include the legitimate activities of two or more entities submitting a Proposal in accordance with a *bona fide* joint venture. All Proposers must execute a Non-Collusion Affidavit, in the form set forth in Appendix C, and include it with their Proposal.

**D. Procurement Time Line**

The Procurement Time Line is as follows. Any changes to the Procurement Time Line will be published on the SEMSC website. SEMSC reserves the right to modify this Time Line in its sole discretion.

**SEMSC Procurement Time Line**

RFP Issued  
Written Questions Due  
Mandatory Proposers Conference  
Proposals Due  
Proposal Review Period  
Notice of Intent to Award  
Negotiation Period  
Protest Deadline  
Agreement Effective May 1, 2020

**E. Procurement Process**

**1. Pre-proposal Process**

Questions regarding this RFP should be submitted in writing to:

Ted Selby  
Administrator  
Health and Social Services Department  
Medical Services Division  
355 Tuolumne St., MS 20-240  
Suite 2400  
Vallejo, CA 94590  
[TSelby@SolanoCounty.com](mailto:TSelby@SolanoCounty.com)

Questions or requests for clarification regarding the RFP will be accepted until 4:00 p.m. PT on \_\_\_\_\_, 2019.

## **2. Mandatory Proposers' Conference**

A Proposers' Conference will be held on \_\_\_\_\_, 2019, at \_\_\_\_\_ a.m. at the following location:

All written questions received, along with SEMSC responses, will be distributed to all attendees of the Proposers' Conference. Any changes or clarifications to this RFP made following the Proposers' Conference will be distributed to all potential Proposers who attend the Proposers' conference. A Proposer's attendance at the Proposers' conference is mandatory. Proposals submitted by entities who do not send a representative to the Proposers' Conference will be disqualified from further consideration.

## **3. Proposal Submission**

### **a) Electronic Submission**

Proposals must be submitted electronically via Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) by \_\_\_\_\_, 2019, 5:00 PM Pacific Standard Time (PST). Advance registration on the Solano County portal is required. Proposers are advised to register well in advance and ensure that all technical issues are resolved so that their Proposal can be timely submitted. The Proposer is responsible to resolve all such issues. Late Proposals will not be accepted on account of a Proposer's failure to register in advance or resolve all resolvable technical issues prior to the Proposal due date. See the complete "Public Purchase – Vendor Registration" instructions in Appendix D or visit [http://solanocounty.com/depts/genserv/purchasing/bids\\_rfps.asp](http://solanocounty.com/depts/genserv/purchasing/bids_rfps.asp)

### **b) Untimely Proposals**

Proposals received after the deadline will not be considered. For purposes of this provision, "received" means that the Proposal and all required supporting documentation have been uploaded electronically via Public Purchase.

### **c) Withdrawal of Proposals**

A Proposal may be withdrawn by a Proposer any time prior to the Proposal

submission deadline. Withdrawal of Proposals must be in writing and received by the individual designated in Section II(E)(1) prior to the Proposal submission deadline.

#### **4. Public Proposal Announcement**

All Proposals received shall be publicly announced on \_\_\_\_\_, 2019 at 9:00 a.m. at:

Solano County Public Health Department  
[LOCATION]

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 this time.

#### **5. Additional Proposer Responsibilities**

At any time following the receipt of Proposals, SEMSC 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 (Review Panel) and/or to respond in person to questions from the Review Panel. Such requests must be fulfilled by the Proposer or its Proposal will be rejected.

### **F. Proposal Instructions**

#### **1. Proposal Format**

Proposals should be concise and directly respond to and provide the information required in this RFP. To facilitate the evaluation process, Proposals shall be limited to 250 pages, exclusive of attachments and exhibits.

The Proposal Narrative addressing the Section V Competitive Proposal Criteria shall adhere to the following specifications:

- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than conventional single spacing;
- Standard 8 ½" by 11" page size;
- Pages must be numbered sequentially; and

The Proposal narrative shall be contained in one single PDF document. All attachments/exhibits to the Proposal narrative shall be contained in a single folder with individual files, with a consistent, logical, sequential numbering/naming convention (for example – “Attachment A – Non-Collusion Affidavit”).

## **2. Required Proposal Format**

The Proposal narrative shall respond to each topic listed in Section V of the Mandatory Proposal Format in the exact sequence that the topics appear in the Mandatory Proposal Format. The Proposal must utilize the stipulated section and heading titles and numbering set forth in Section V of the Mandatory Proposal Format. The response to each item must contain all of the information that the Proposer is providing with respect to that topic. 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 Proposal Format may 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 Proposal Format.

## **G. Proposal Evaluation Process and Scoring**

### **1. Proposal Review Panel**

The Proposal Review Process shall be managed by SEMSC. A multi-disciplinary panel of seven (7) disinterested individuals with knowledge and/or experience in EMS shall be selected by SEMSC as the Review Panel to evaluate and rank Proposals. Review Panel members may be from within or outside of Solano County so long as the Review Panel members are disinterested. “Disinterested” for this purpose means that neither the individual nor an immediate family member may have a financial, business and/or employment relationship with any Proposer or any entity which may participate in or derive financial benefit from any aspect of the Solano EMS System.

Meetings of the Review Panel will be closed to the public and may include SEMSC staff and/or consultants. The outcome of the deliberations of the Review Panel shall be submitted to the local EMS Agency Administrator. The Administrator shall review the submission and may consider any and all other pertinent information. The Administrator shall recommend a Proposal to the SEMSC Board in accordance with the process set forth below. The

SEMSC Board shall make the final decision with regard to any Contract award.

Once appointed and prior to the conclusion of the RFP process, 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 Review Panel's evaluation of the Proposals or a Proposer's post-submission presentation. During the period commencing at the time the identity of the members of the Review Panel is announced until the outcome of the deliberations of the Review Panel has been submitted to the Administrator, and then acted upon by the SEMSC Board, Proposers shall avoid any communications regarding Proposals or the RFP process with any member of the Review Panel outside of the formal procurement process. 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 prohibited communications, the Proposer's Proposal may be disqualified.

## **2. Proposal Review Process**

The proposal evaluation process will occur as follows:

### **a) Responsiveness Review**

Each Proposal will be reviewed first by SEMSC staff to determine whether the Proposal satisfies the Section IV Minimum Proposer Requirements and whether it is complete and responsive in all respects. SEMSC staff will report to the Administrator each Proposal that the staff determines does not meet the minimum requirements or that are otherwise incomplete or non-responsive. The Administrator will conduct a further review of those Proposals. Proposals that, in the judgment of the Administrator, do not meet the Minimum Proposer Requirements or that are otherwise incomplete or non-responsive will be disqualified. If a Proposal is disqualified by the Administrator, the determination of the Administrator shall be final, and the Proposer shall have no rights of protest, review or appeal of this determination. By submitting a Proposal, each Proposer expressly agrees to these terms and conditions.

### **b) Review Panel Review**

The Proposals that have not been disqualified shall be presented to each member of the Review Panel for the member's review, and read by the member, prior to the Review Panel being convened.

The Review Panel will convene and be provided with an overview of the review and rating process by a SEMSC staff representative and/or consultant.

The Review Panel will then review each Proposer's Proposal narrative for the Section V Competitive Proposal Criteria. The Proposals must include an affirmative statement agreeing to each Core Requirement without qualification. If any Proposer fails to include an affirmative statement agreeing to a Core Requirement, the Proposal will be considered unresponsive and will be disqualified. In addition to the mandatory affirmative statements, the Proposal narrative must explain how the Proposer will satisfy each Core Requirement. For each Core Requirement the RFP includes Additional Criteria that a Proposer may also choose to address. The Review Panel will review any explanation a Proposal provides regarding how the Proposer will satisfy each Core Requirement as well as, for each Core Requirement, any Additional Criteria pertaining to that Core Requirement that the Proposer chooses to address.

### **c) Rating the Competitive Proposal Criteria**

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

Each member of the Review Panel will evaluate and rate a Proposal's response to each Core Requirement within the Competitive Proposal Criteria separately and in the order that the Core Requirement appears in the Mandatory Proposal Format. Prior to a member rating a Core Requirement the minimum requirements for the Core Requirement will be described to the members by a SEMSC representative and/or consultant. The members of the Review Panel will discuss the performance requirements for the Core Requirement and then each member will rate the Proposers' Response to the Core Requirement prior to considering the next Core Requirement.

In the review process the Review Panel members will focus on a comparison of the Proposers' responses to the Competitive Proposal Criteria. Therefore, the review and rating of the Proposals by each member of the Review Panel will be based on comparing responses of Proposers to each of the Core Requirements. As Proposers are not required to address the Additional



Criteria for a Core Requirement, a Proposal will not be downgraded for not doing so. It is possible to achieve a maximum rating for a Core Requirement without addressing the Additional Criteria associated with that Core Requirement. However, since the scoring of each Core Requirement will be based on a comparison of the responses to the Core Requirement by the Proposers, each member of the Review Panel will factor any response to the Additional Criteria in its rating of a Proposer’s response to the Core Requirement.

Five potential ratings will be available for the Review Panel member, and each rating will be assigned a percentage of the total points that may be awarded for a Core Requirement. The rating categories and percentages<sup>2</sup> are:

<b>Table 1: Reviewer Rating Criteria</b>					
<b>Rating</b>	<b>Poor</b>	<b>Adequate</b>	<b>Good</b>	<b>Very Good</b>	<b>Excellent</b>
Percentage of total points for criterion	0%	25%	50%	75%	100%

Once the discussion is completed, each Review Panel member will independently evaluate a Proposal’s response to the Core Requirement and mark the rating sheet in the applicable category described above. That process will be repeated until all of the Core Requirements have been rated.

The rating sheet completed by each Review Panel member will be collected by a SEMSC staff member and/or consultant, who will enter the ratings into the master score sheet that will be used to calculate the total points awarded to each Proposal. The ratings of the reviewers will be averaged to determine the total points awarded to each Proposal for the Competitive Proposal Criteria.

**d) Price Scoring**

Proposers shall complete the Ambulance Price Sheet in Appendix E, clearly

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<sup>2</sup> The Review Panel members are not required to assign these exact percentages; these are guidelines and the members may assign any percentage score deemed appropriate.

indicating their charges for each of the specified levels of service. All levels of service shall have the definitions ascribed to them in the Federal regulations set forth at 42 CFR Section 414.60.

After completion of the Review Panel’s review and rating of the Proposals, SEMSC staff and its consultants will calculate the points to be awarded for pricing based on the following methodology:<sup>3</sup>

**Price Scoring Methodology**

Basic Life Support – Nonemergency Rate	x 0.01
+	
Basic Life Support – Emergency Rate	x 0.15
+	
Advanced Life Support – Level 1 – Non-Emergency Rate	x0.09
+	
Advanced Life Support – Level 1 – Emergency Rate	x0.60
+	
Advanced Life Support – Level 2	x0.09
+	
Specialty Care Transport (CCT)	x0.05
+	
Loaded Mileage Charge (per mile)	x.0.01
=	

**Composite Total Charge (CTC)**

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

For example, the RFP is structured to allow 150 points for Proposed Pricing. If, for example, the Composite Total Charge Per Call for Proposal #1 is \$1,000, Proposal #2 is \$1,100, and Proposal #3 is \$1,500, then Proposal #1 has the lowest charges, so it receives 150 points for pricing. Proposal #2 exceeds Proposal #1 by 10%, so it receives 135 points for pricing. Proposal

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<sup>3</sup> This methodology is not intended to be reflective of actual service mix experience and should not be relied upon by the Proposer in making service mix estimations. The sole purpose of this price scoring methodology is to assign relative weights to the Proposer’s charges for each level of service, plus mileage. It is recognized that this RFP, and the Agreement, is for Emergency Ambulance Service, ALS interfacility and CCT services, however, the applicable billing guidelines for Medicare and other payers will require the utilization of BLS-level charges when appropriate.

#3 exceeds Proposal #1 by 50%, so it receives 75 points for pricing.

**e) Scoring Matrix**

The rating percentage determined for each Core Requirement for each Proposer will be used to determine the points to be awarded to the Proposer for each Core Requirement. The maximum points that can be awarded for each Core Requirement is set forth in the Scoring Matrix below. So, for example, if a Proposer received a Review Panel Rating of 85% for a Core Requirement for which a maximum of 300 points could be awarded, the Proposer would receive 255 points for that Core Requirement. Using the Scoring Matrix below, the Proposer receiving the most points collectively would be first in line for the Contract Award, subject to possible later changes in the scoring as provided for in this RFP.

<b>Table 2 – Scoring Matrix</b>	
<b>Category</b>	<b>Total Points</b>
1 Credentials and Qualifications	Pass/Fail
2 Core Requirements	Agree/Exception
3 Competitive Criteria – Minimum Requirements	Agree/Exception
4 Competitive Criteria – EMS System Dispatch	250
5 Competitive Criteria – Emergency/911 Deployment & Response	250
6 Competitive Criteria – First Response & Public-Private Partnership	200
7 Competitive Criteria – Prehospital Clinical Care and Patient Transport	300
8 Competitive Criteria – Interfacility Transports	200
9 Competitive Criteria – Personnel Issues	250
10 Competitive Criteria – Revenue Cycle Management, Compliance and Financial Practices	250
11 Competitive Criteria – Disaster/Mass Casualty Response	200
12 Competitive Criteria – Provider/Public Education	200
13 Proposed Pricing	150
<b>TOTAL POSSIBLE POINTS</b>	<b>2,250</b>

**3. Post-Submission Presentation**

Proposers submitting responsive Proposals will be asked to meet with the Review Panel to present a brief overview of their Proposals and answer questions. Depending upon the number of Proposals received, in the

discretion of the Administrator, presentations may be limited to the Proposers of the top three (3) Proposals as determined by the scoring of the Core Requirements by the Review Panel. The Proposers' presentations will be scheduled by the Review Panel and Proposers will be notified in writing, to the individual designated as the contact person in the Proposal, of the scheduled date and time of their presentation. The Review Panel may re-score a Proposal based on new or changed facts determined through the presentation process. Scoring of Proposals shall be deemed final following the presentations.

#### **4. Investigation**

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

SEMSC reserves the right to continue its investigation of representations made by a Proposer after Contract Award and throughout the term of the Contract. The furnishing of false or misleading information during the procurement process shall constitute a material breach of the Contract even if discovered after Contract Award, and may result in invalidation of the Proposal and termination of the Contract and/or other remedies afforded to SEMSC under the Contract and under the law.

#### **5. Notification**

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

## 6. Protest

Non-successful Proposers shall have the right to file a Protest until 4:00 p.m. on the 15th full calendar day following the date of the Board's decision to award a Contract. A Proposer filing a Protest (Protester) must follow the procedures set forth herein. Protests that do not follow these procedures shall not be considered. Notwithstanding any other protest or appeal procedures, the Protest procedures herein constitute the sole administrative remedy available to the Protesters under this RFP. Only entities which were non-successful Proposers shall have standing to file Protests. Any Protest not filed and received before the Protest deadline shall be conclusively deemed to have been waived.

The procedures and time limits set forth in this and the immediately preceding paragraph are mandatory and are each Proposer's sole and exclusive remedy for pursuing a Protest. By filing a Protest, a Proposer agrees that the Protest process set forth herein is a fair and appropriate method for the resolution of a Protest, and that the Proposer shall be bound by the outcome of the process set forth herein. Each Proposer agrees that its rights to procedural and substantive due process are protected by this process, and by filing a Protest, a Proposer agrees to waive any claim or right to legal proceedings other than or beyond the Protest process established in this RFP.

### a) Filing a Protest

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

Ted Selby  
Administrator  
Health and Social Services Department  
Medical Services Division  
355 Tuolumne St., MS 20-240  
Suite 2400  
Vallejo, CA 94590  
[TSelby@SolanoCounty.com](mailto:TSelby@SolanoCounty.com)

It is recommended that Protestors submit their Protest in a manner that provides proof of delivery and/or receipt of the Protest.

## **b) Contents of a Protest**

The written Protest must contain the following information:

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

## **c) Grounds for a Protest**

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

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

## **d) Protest Resolution Process**

**Informal Meeting with Administrator.** Upon receipt of the Protest, the Administrator will convene a meeting between the Protester and appropriate SEMSC staff to seek informal resolution of the Protest and/or clarify the issues.

**Independent Review.** If informal resolution is not achieved, the Administrator shall forward the Protest to an Independent Reviewer designated by SEMSC. The Administrator may also forward additional documents or other information to the Independent Reviewer. The Independent Reviewer shall be an individual who was not involved in the procurement in any manner, and shall conduct an independent review of the Protest to determine whether the grounds for the Protest have merit. Only the information provided by the Protester that is contained in a timely Protest shall be considered. The Independent Reviewer has the authority to request additional information from the Protester or Administrator to clarify, rebut or confirm information provided in a timely submitted Protest to assist with his/her review of the Protest. The Independent Reviewer may, at his or her discretion, take statements from interested parties, or may decide the

matter based solely on the documentary evidence. The Independent Reviewer is not required to make a stenographic or electronic record of any such proceedings or follow formal rules of evidence or procedure. The Independent Reviewer will issue a written decision on a timely submitted Protest within fifteen (15) calendar days of its receipt; however, the time for decision may be extended with advance written notice to the Protester and the Administrator.

**Appeal.** In the event that the Protestor disagrees with the decision of the Independent Reviewer, the Protestor may file a written appeal to the Solano County Public Health Officer. The written appeal must be hand delivered, electronically transmitted, or mailed to:

\*

The Public Health Officer shall review the decision of the Independent Reviewer under an abuse of discretion standard. The written record shall consist of the documents provided by the Protestor in the Protest and the documentation and written decision from the file of the Independent Reviewer. No additional documentation or evidence may be considered by the Public Health Officer. The Public Health officer may, at his or her discretion, permit the Protestor to make an oral presentation as to why the Independent Reviewer abused his or her discretion in the Independent Reviewer's decision. Alternatively, the Public Health Officer may decide the matter based solely on the documentary record. The Public Health Officer is not required to make a stenographic or electronic record of any such proceedings or follow formal rules of evidence or procedure. The Public Health Officer will issue a written decision on a timely submitted Protest within thirty (30) calendar days of receipt of the record of the Independent Reviewer. The decision of the Public Health Officer shall be final.

#### **e) Remedies**

If the Independent Reviewer or Public Health Officer sustains a Protest in whole or in part, the Independent Reviewer and/or Public Health Officer shall determine a recommended remedy in accordance with applicable laws. In determining a recommended remedy, the Independent Reviewer and/or Public Health officer may consider the degree of prejudice to other Proposers or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to SEMSC, the urgency of the procurement, and the impact of the recommendation(s) on the public's health and safety. The recommended remedy shall be presented to the

SEMSC Board, which shall make the final decision as to any remedy afforded as a result of a sustained Protest.

**f) Stay of Procurement Action During a Protest**

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

**7. Canceling the Procurement Process**

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

**8. Award**

The decision on Contract Award will be made by the SEMSC Board following the recommendation from the Administrator. If for any reason the selected Proposer is unable to enter into the Contract in a timely manner in accordance with the time interval identified in the Procurement Time Line for Contract negotiation, the Administrator may recommend selection of an alternate Proposal to the Board and/or may recommend extension of the current contract pending resolution of the delay with the selected Proposer. Proposers are hereby notified that any expenditures they make in anticipation of performing under the Contract, prior to complete execution of the Contract by SEMSC, are made at the Proposer's own risk. Proposers shall hold harmless SEMSC, Solano County and their employees, agents, contractors, consultants, attorneys, Board members, Independent Reviewer, Public Health Officer, and Review Panel members from any liability for damages incurred by the Proposer in purchasing vehicles or other equipment, or incurring any other costs, in furtherance of the Proposer's expectation of receiving the Contract Award.



## SECTION III: THE SOLANO COUNTY EMS SYSTEM

### A. Solano County Demographics

The County has a total area of approximately 909 square miles.<sup>4</sup> Of this, approximately 84 square miles are water area and 675 miles are rural land area. The EOA, excludes the corporate limits of the City of Vacaville and certain immediately contiguous areas, except for ALS interfacility transports, and excludes Travis Air Force Base, and includes portions of Sacramento County. Estimated population of Solano County is 445,458 people.<sup>5</sup> The population centers of the County, which together comprise approximately 93.5% of the County's population, are found in Table 3 below.

<b>City</b>	<b>Population (2017)</b>
City of Vallejo	122,105
City of Fairfield	116,266
City of Vacaville* (*Excluded From EOA)	100,032
City of Suisun City	29,639
City of Benicia	28,343
City of Dixon	20,202
City of Rio Vista	9,009

According to the U.S. Census Bureau, population in the County grew approximately 7.8% between April 1, 2010 and July 1, 2017, which exceeds the rate of growth in California generally.

According to the Census Bureau, approximately 15% of Solano County's population is over the age of 65, which is a higher percentage than the statewide 13.9%. The median household income in the County is approximately \$69,227, which is approximately 8.5% above the state median. It is estimated that 11.4% of the County's residents have incomes below the Federal Poverty Level (FPL).

Major employers in the County are Travis Air Force Base, Kaiser Permanente, Solano County, California State Prison, Six Flags and North Bay Medical Center, among others.

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<sup>4</sup> Solano County, 2018.

<sup>5</sup> U.S. Census Bureau, July 1, 2017.

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

Solano County currently has two EOAs. One EOA is assigned to the provider of the EOA pursuant to the contract awarded under the last procurement cycle (the current Master Agreement). It includes emergency advanced life support (ALS) ambulance service for all of Solano County with the exception of the City of Vacaville, the Travis Air Force Base<sup>6</sup>, and the area known as Zone C. It also includes emergency ALS ambulance service for the City of Isleton and the Delta and River Delta Fire Protection Districts in Sacramento County. In addition, the EOA includes ALS interfacility transports throughout the entire County. The second EOA, assigned to the City of Vacaville, covers the City of Vacaville and an area known as Zone C. For Zone C the City of Vacaville Fire Department is the exclusive provider of emergency ALS ambulance service and, for the City of Vacaville, it is the exclusive provider of emergency ALS first response and transport.<sup>7,8</sup>

Proposers must agree to provide the services referenced in this RFP for the entire exclusive operating area that will be covered under this RFP without any qualification or variation as set forth in this RFP. Exclusive operating areas are defined in Division 2.5, Sections 1797.85 and 1797.224 of the Health and Safety Code and have been established for the provision of 911 Emergency Response, 7-Digit Emergency Response, ALS Ambulance Interfacility Transport, Standby Service with Transport Authorization, and Critical Care (also known as Specialty Care) Transport (SCT).<sup>9</sup>

## **C. Overview of the EMS System**

Solano County has public safety answering points (PSAPs) located at the Solano County Sheriff's Office, the public safety communication centers for the cities of Benicia, Vallejo, Fairfield, Vacaville, and Suisun. The incumbent ambulance contractor receives ambulance dispatch requests from the various PSAPs, and receives emergency calls directly, and dispatches its ambulances accordingly. The PSAPs and the incumbent ambulance contractor utilize different technology to manage their dispatch information. These computer aided-dispatch (CAD) programs are not compatible with each other and interface is difficult. The various agencies have the capabilities to communicate with each other via radio or landline.

Standardized emergency medical dispatch (EMD) protocols are presently not in place throughout the various PSAPs in operation in the County.<sup>10</sup>

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<sup>6</sup> The Travis Air Force Base is under the operational control of the Air Mobility Command and is not within SEMSC's jurisdiction.

<sup>7</sup> The Vacaville Fire Department has the right to provide emergency ALS first response and ambulance service in the City of Vacaville under Health & Safety Code § 1797.201 and has an EOA to provide emergency ALS ambulance service in Zone C pursuant to the grandfather provision in Health & Safety Code § 1797.224.

<sup>8</sup> The EOA currently assigned to the incumbent provider will be referred to as "the current EOA".

<sup>9</sup> Ambulance Zones, Ground Exclusive Operating Areas (EOA) Status Determinations by EMSA As of August 2018.

<sup>10</sup> The Fairfield and Vacaville PSAPs and the incumbent EOA provider have EMD.

First response services are provided by a number of fire agencies in Solano County, both within and outside of the structure of the Public Private Partnership agreements between the incumbent contractor and the participating cities. Most first response services in the County are at the ALS level and under the PPP agreements serve to afford additional response time flexibility to the incumbent contractor.

The following five (5) acute care hospitals are located within Solano County: Kaiser Permanente Vacaville Medical Center, Kaiser Permanente Vallejo Medical Center, NorthBay Medical Center, NorthBay VacaValley Hospital, and Sutter Solano Medical Center. Each of these hospitals is certified as a stroke center by the Joint Commission. NorthBay Medical Center and Kaiser Permanente Vallejo Medical Center are designated as ST elevation myocardial infarction (STEMI) centers, and Kaiser Permanente Vacaville Medical Center, Kaiser Permanente Vallejo Medical Center, NorthBay Medical Center, and NorthBay VacaValley Hospital have emergency departments approved for pediatrics (EDAPs).

David Grant Medical Center is also in Solano County, on the Travis Air Force Base. It is the [Air Force](#)'s largest medical center in the continental United States and serves military beneficiaries throughout eight western states. As it is a United States Military facility, SEMSC has no authority over it.

The Solano County designated Level II trauma center (adult) is Kaiser Foundation Hospital, Vacaville. The designated Level III trauma center in Solano County is NorthBay Medical Center. SEMSC has also designated UC Davis, Medical Center, Sacramento, and John Muir Medical Center, Walnut Creek, as out-of-county Level I and II trauma centers, respectively. The closest pediatric trauma centers are UC Davis Medical Center in Sacramento and Children's Hospital Oakland. SEMSC Policy Memorandum 5900 (available on the SEMSC website) sets forth the County's trauma system policies and Proposers are encouraged to review it.

Neither basic life support (BLS) ambulance service nor critical care transports (CCTs) are included in the current EOA contract. CCTs will be included in this procurement as described in this RFP. Presently, BLS ambulance service and CCTs are provided by multiple providers with operating permits in Solano County.

ALS interfacility transports and, except for the City of Vacaville, Zone C and certain other contiguous areas, and the Travis Air Force Base, emergency ambulance service and 911 response in the Solano EOA have been furnished by a single provider under contract with SEMSC. That contract is scheduled to expire on May 1, 2020. That contract was the result of a competitive procurement process under Health and Safety Code Section 1797.224 in 2010.

## D. Public Private Partnerships

The current Master Agreement provides for the incumbent provider to enter into a Public Private Partnership (PPP) with those fire jurisdictions desiring to participate in a PPP with the provider by accepting responsibility for providing a timely paramedic first response to calls within their jurisdiction. The fire jurisdictions that chose to participate are the Cities of Benicia, Dixon, Fairfield and Vallejo. The incumbent provider entered into a PPP Agreement<sup>11</sup> with the four cities and the PPP Agreement was approved by SEMSC. It imposed an ALS first response time requirement of seven (7) minutes on the PPP City fire departments.

Each PPP City was also required to enter into an ALS first response agreement with SEMSC.<sup>12</sup> Under these agreements failure of a PPP City to respond with a first response unit<sup>13</sup> to a Level 1, Code 3 call within the seven (7)-minute response time requirement is subject to a fine of \$15 for each minute a response exceeds seven (7) minutes unless it falls within an exception to the response time standard as set forth in the agreement. Also, as with the SEMSC contract with the incumbent provider, these agreements provide that no fine is to be imposed for a tardy response if the fire department exceeds the response time requirement more than 90% of the time in the calendar month.

For Priority 1<sup>14</sup> responses in urban areas the current Master Agreement imposes upon the incumbent provider a nine (9)-minute response time standard, but it imposes a twelve (12)-minute response time standard for Priority 1 responses in the PPP fire jurisdictions.

The incumbent provider's response time standard for Level 1, Code 3 responses in the PPP Cities was increased from nine (9) minutes to twelve (12) minutes by SEMSC taking into account the PPP Cities' commitment to provide ALS first response within seven (7) minutes 90% of the time. In or about November 2008, the incumbent provider developed a System Status Deployment Plan (SSDP) for responding in the PPP City jurisdictions based upon a twelve (12)-minute response time standard.

As a result of the expanded time to respond, the incumbent provider determined that its SSDP required fewer ambulances and EMS personnel to service the PPP Cities than if it were operating under a nine (9)-minute response time standard. The incumbent provider estimated that this would save it approximately 17,000 unit hours per year at a cost-savings rate of \$86.51 per unit hour, or \$1,470,670.

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<sup>11</sup> The Public Private Partnership Agreement for ALS First Responder Emergency Services.

<sup>12</sup> An Agreement for First Response Advanced Life Support (ALS) Non-Transport Services.

<sup>13</sup> An ALS vehicle staffed with one EMT-I and one EMT-Paramedic.

<sup>14</sup> A Priority 1 call is an EMS call for a presumed life threatening emergency. This type of call is determined by an EMD using approved medical protocols where the EMD determines that there is a high priority that the caller needing EMS services has (or will have) airway, respiratory or cardiac dysfunction and EMT-P intervention is needed.

Pursuant to the PPP Agreement, in the first year of the contract this amount, subject to some adjustment due to payment already having been made to the PPP Cities under a prior PPP agreement, was the Annual Dollar Allocation paid by the incumbent provider to SEMSC and disbursed by SEMSC to the PPP Cities. The current Annual Dollar Allocation continues to be \$1,470,670.

Under the PPP Agreement the incumbent provider provides at no cost to the PPP Cities ALS and BLS continuing education, including but not limited to CPR, ACLS, PALS and PHTLS for all PPP City full time paid paramedics, sufficient to maintain their licenses and satisfy applicable Solano County accreditation requirements. The training also includes regular orientation programs for newly purchased equipment.

Also, under the PPP Agreement, the incumbent provider exchanges all disposable supplies, including identical backboards, with the PPP Cities' first responder paramedics on a one-for-one basis, for those supplies directly used on patients by the first responder paramedics when the incumbent provider also responds to the call. Further, on the first weekend of each month, the incumbent provider collects and rotates among the PPP Cities ALS medications (excluding narcotics) that will expire within nine (9) months. For mass casualty incidents the incumbent provider responds with a supervisor certified to the National Incident Management System (NIMS) 1400 level.

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

It is SEMSC'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;
- Oversee emergency medical dispatch for all EMS calls in the County;
- Contract with base hospitals to provide on-line medical control;
- Administer the County's trauma system; and
- Secure or provide, in the event of Contractor's default, an alternative EMS delivery system.

**F. Information Regarding Service Area**

**1. Call Volume**

According to the incumbent provider, call volumes for the years 2013 – 2018 (YTD) are set forth below.

<b>Table 4 - Emergency Responses by Year, 2013-2018</b>	
<b>Year</b>	<b>Emergency Responses</b>
2013	28,919
2014	30,101
2015	31,657
2016	32,228
2017	33,090
2018*	23,367
*January 1 - September 30	

<b>Table 5 - ALS Interfacility Transports by Year, 2013-2018</b>	
<b>Year</b>	<b>ALS Interfacility Transfers</b>
2013	4,253
2014	4,077
2015	4,285
2016	4,318
2017	4,357
2018*	3,781
*January 1 - September 30	

**2. Current Ambulance Service Rates**

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

<b>Table 6 - Current Ambulance Rates</b>	
<b>Service Level</b>	<b>Charge</b>
BLS Non-emergency	\$1,260.80
BLS-Emergency	\$1,470.94
ALS-Level 1 Emergency	\$1,470.94
ALS-Level 1 Non-emergency	\$1,260.80
ALS-Level 2	
Critical Care Transport	\$3,850.00
Loaded Mileage (per mile)	\$36.05/mile

### 3. Payer Mix

Payer mix data were not reported by the incumbent provider during the term of the contract and accordingly were not available for collection by SEMSC.<sup>15</sup> However, the following payer mix data regarding emergency department visits in the Greater Bay Area<sup>16</sup> may assist Proposers in estimating the EMS payer mix in Solano County.<sup>17</sup> SEMSC makes no representation of the accuracy of any payer mix data and encourages Proposers to do their own due diligence in formulating their proposals.

<b>Table 7 - Emergency Department Payer Mix 2016</b>	
<b>Payer</b>	<b>Percentage</b>
Medi-Cal	34%
Medicare	24%
Private	30%
Self-Pay/Uninsured	7%
Other	5%

<sup>15</sup> The incumbent provider, in its November 16, 2018 public comments submitted in response to the Consultant’s EMS Review and Blueprint Report, indicated that its payer mix was Medicare: 47%, Medi-Cal: 29%; Commercial: 16%; Private pay: 7%; other government payer: 1%. It should be noted that no time period for this payer mix was specified by the incumbent provider in its comments nor have these data been independently reviewed, audited or verified by SEMSC or its Consultant.

<sup>16</sup> For purposes of these data, the Greater Bay Area includes Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Counties.

<sup>17</sup> *California Emergency Departments: Use Grows and Coverage Expands*, California Health Care Foundation, August 2018. Note that this 2018 report utilizes data from 2016.

## SECTION IV. MINIMUM PROPOSER REQUIREMENTS

**Proposers must complete the Section IV Minimum Proposer Requirements Form. Proposals shall not include any narrative responses for this section and shall be limited to the information specifically requested on the Form. All required documents as specified in this section and on the Form shall be attached to the Form, which is attached hereto as Appendix F.**

### **A. Organizational Disclosures**

The Proposer must be a single legally established entity. Nothing shall disqualify multiple organizations from submitting a joint proposal, but one entity must be designated as the lead entity, and the minimum requirements as stated herein must be satisfied by the lead entity. If such a joint venture submits a Proposal, a Minimum Proposal Requirements Form shall be completed for each organization.

The Proposer must provide the following information:

#### **1. Legal Name of Proposer**

The Proposer shall identify its legal name in accordance with the filing documents in its state of incorporation, registration or organization and attach a Certificate of Good Standing.

#### **2. Identification of Jointly-Submitted Proposal**

The Proposer shall indicate whether or not its proposal is being submitted on behalf of or includes multiple entities. Proposers shall identify the lead entity and all entities involved in the Proposal and which would be involved in providing the services specified in this RFP.

#### **3. Fictitious Names**

If the Proposer (including any member of a joint venture) has ever used or presently uses a fictitious name other than the legal name of the entity, all such fictitious names must be identified.

#### **4. Predecessor Entities**

If the Proposer underwent a fundamental change transaction of any type and is, as a result, continuing the business of an acquired or predecessor entity or entities, those predecessor entities must be identified by their legal names.



**5. Type of Entity**

Proposers shall indicate the type of entity that describes how the entity is legally constituted in accordance with its organizing documents.

**6. State of Incorporation or Organization**

Proposer must indicate the state or jurisdiction in which it is organized.

**7. Year of Formation**

Proposers must indicate the year the entity was formed, incorporated or organized.

**8. Corporate Officers**

Proposers shall identify each individual identified in the entity's official filings as officers of the corporation or entity, including each officer's title.

**9. Federal Tax Status**

Proposers must identify their Federal taxation status, i.e., whether taxed as an entity or whether the entity has elected pass-through taxation, or is a tax-exempt organization.

**10. Ownership**

Proposers must identify each owner of the entity. For purposes of this RFP, an "owner" shall be deemed to include any individual or entity with an interest in Proposer of 5% or more.

**11. Affiliated or Related Entities**

Proposers shall identify whether the Proposer entity is an affiliate, subsidiary or related entity (including an entity under common ownership or control) with any other entity, and shall identify any such entity or entities as well as the nature of the relationship with such entity (e.g., parent, subsidiary, affiliate, etc.). If the Proposer is a subsidiary entity, the Proposer shall indicate whether the parent entity shall guarantee the Proposer's performance. SEMSC may disqualify any Proposal in which the parent entity does not agree to such guarantee. SEMSC may require written documentation of such guarantee from a parent entity as a condition of Contract award.

## **12. EMS Agency Licensure and Accreditation**

Appropriate licensure and permits to do business in California and Solano County are required. Proposer shall identify all states or jurisdictions in which it holds a license as an ambulance service or EMS agency. Copies of documentation substantiating such licensure shall be attached. Proposer shall be presently accredited, and shall maintain accreditation during the term of the Contract, by the Commission on Accreditation of Ambulance Services (CAAS).

## **13. Licensure Disciplinary Actions**

Proposer's licenses as an ambulance service or EMS agency must be in good standing in all issuing jurisdictions. Proposer shall indicate whether any state or jurisdiction in which it is licensed has taken any disciplinary action with regard to Proposer's EMS agency or ambulance service license, and, if so, Proposer shall provide documentation and details of any such action(s).

## **B. Experience**

The Proposer must demonstrate experience in providing the services required in this RFP, which includes Emergency Medical Services, 911 emergency response, and critical/specialty care services.

Proposers must be currently and for the previous five 5 years have been providing emergency ambulance service/911 response at the advanced life support level in a California EOA (or contiguous combined EOAs) serving a minimum population of 300,000 people and a population density comparable to the characteristics of the EOA in Solano County.

Proposers must have demonstrated experience satisfactory to SEMSC in providing specialty/critical care services.

In the event that multiple entities are submitting a joint Proposal, the entity identified as the lead entity in the Proposal must satisfy all of the aforementioned experience requirements individually, without consideration of the experience of any other entities participating in the joint Proposal.

### **1. EOA Experience**

Proposers shall identify all current and previous EOA contracts in the State of California in which the Proposer is responsible for the provision of 911 response/emergency ambulance services. Proposers shall identify the County, the name or identify of the EOA (as identified by the Local EMS Agency), the

population served in each EOA, the type and level of services provided, the contract status (i.e., whether it is active, whether it was terminated naturally by its terms or terminated for breach) and whether there were any findings of material noncompliance with regard to the EOA contract (whether or not such findings of noncompliance resulted in a breach of the contract).

For purposes of this section, “contract” shall be deemed to include “grandfathered” EOAs (pursuant to California Health and Safety Code Section 17097.224) and any EOA for which Proposer is furnishing exclusive 911/emergency response, regardless of whether it has entered into a formal, written agreement with the Local EMS Agency.

## **2. EOA Subsidies**

The Contract will be a non-subsidized contract. SEMSC wants to be assured that its EMS system will be sustainable based on the projected revenues the Contractor will generate for the services it provides. SEMSC may view the existence of subsidies in other EOA contracts as indicative of whether the Proposer is able to sustain operations and meet anticipated capital needs in the Solano County EMS System without the need for public subsidies. Accordingly, Proposers shall indicate whether any of its EOA contracts included subsidies from the Local EMS Agency or any other governmental unit, including an identification of which contract(s) were subsidized and the amount of any such subsidies.

## **3. Contact Persons**

Proposers shall identify the contact person for all *current* EOA contracts it has in place in California, including the name, title, telephone number and e-mail address of the contract administrator for the Local EMS Agency that oversees the EOA contract.

## **4. Critical/Specialty Care Transport Services**

Proposers must have experience acceptable to SEMSC in providing Critical Care Transport (CCT) and/or Specialty Care Transport (SCT) services. Though SEMSC prefers that Proposer have CCT/SCT experience within the context of an existing EOA contract, this is not required. However, Proposer must have experience providing CCT/SCT services, and shall indicate the area(s) in which it has CCT/SCT experience, and the approximate annual volume of CCT/SCT services it provides annually.

## **C. Key Contractor Personnel**

Proposers must identify key personnel in each of the following areas who would provide the specified services for Proposer under the Contract. The key personnel must have the qualifications and experience identified for each position.

### **1. Principal Executive**

The principal executive shall have overall responsibility for Contractor's operations and management in Solano County. This may be, but will not necessarily be, the Proposer's President or Chief Executive Officer, if that individual is not the principal executive with regard to Proposer's specific operations in Solano County. The individual named as principal executive shall be an individual based full-time within Solano County and shall have primary and overall accountability for Contractor's operations and performance under the Contract.

The individual identified as principal executive should have a minimum of ten (10) years' experience in EMS/ambulance service entities and shall possess educational qualifications commensurate with the position. The principal executive shall at the time of Proposal submission, or within one (1) year of the effective date of the Contract, possess the Executive Paramedic Officer credential through the American College of Paramedic Executives (ACPE). SEMSC may, in lieu of the ACPE credential, consider equivalent educational credentials (e.g., B.S. in Emergency Medical Services Administration, MBA, etc.) in its sole judgment.

### **2. COO/Operations Manager or Director**

Proposer shall identify an individual who will oversee all of Contractor's operations in Solano County. This individual must be dedicated to the Solano Contract on a full-time basis and have primary responsibility for the operational aspects of Contractor's performance under the Contract (i.e., a Chief Operating Officer, Director of Operations, Operations, Manager, etc.).

The individual identified as the operations official should have a minimum of ten (10) years' experience in EMS/ambulance service entities and shall possess educational qualifications commensurate with the position. This person shall at the time of Proposal submission, or within one (1) year of the effective date of the Contract, possess the Managing Paramedic Officer credential through the American College of Paramedic Executives (ACPE). SEMSC may, in lieu of the ACPE credential, consider equivalent educational credentials (e.g., B.S. in Emergency Medical Services Administration, MBA, etc.) in its sole judgment.

### **3. Chief Financial Officer/Financial Manager or Director**

Proposer shall have a full-time financial official dedicated to its Solano County operations who shall have overall responsibility for Contractor's financial accountability, reporting, revenue cycle management and related issues. The individual identified as the CFO or financial manager should have a minimum of five (5) years' experience in EMS/ambulance service entities or healthcare revenue cycle management and shall possess educational qualifications commensurate with the position. This person shall at the time of Proposal submission, or within one (1) year of the effective date of the Contract, possess the Certified Ambulance Coder (CAC) credential through the National Academy of Ambulance Compliance (NAAC). SEMSC may, in lieu of the NAAC credential, consider comparable credentials or designations (e.g., CPC) in its sole judgment.

### **4. Chief Compliance Officer/Compliance Manager or Director**

Proposer shall designate a full-time individual responsible for overseeing Contractor's compliance with Federal healthcare and anti-fraud and abuse laws, regulations and requirements. This individual may also hold principal responsibility as the privacy and information security official, as set forth below, but in the event that this individual fulfills both roles, the individual must possess the required credentials and qualifications for both positions.

The individual identified as the Chief Compliance Officer or compliance manager/director should have a minimum of five (5) years' experience in EMS/ambulance service compliance or healthcare compliance and shall possess educational qualifications commensurate with the position. This person shall at the time of Proposal submission, or within one (1) year of the effective date of the Contract, possess the Certified Ambulance Compliance Officer (CACO) credential through the National Academy of Ambulance Compliance (NAAC). SEMSC may, in lieu of the NAAC credential, consider comparable designations or qualifications in its sole judgment.

### **5. Privacy and Information Security Official/HIPAA Compliance Officer**

Proposer shall designate a full-time individual responsible for overseeing Contractor's compliance with the Health Insurance Portability and Accountability Act's privacy and security rule requirements. This individual may also hold principal responsibility as the Contractor's compliance officer, as set forth above, but in the event that this individual fulfills both roles, the individual must possess the required credentials and qualifications for both positions.

The individual identified as the Privacy and Information Security Official or HIPAA compliance officer should have a minimum of five (5) years' experience in

EMS/ambulance service privacy/security compliance or healthcare privacy/information security and shall possess educational qualifications commensurate with the position. This person shall at the time of Proposal submission, or within one (1) year of the effective date of the Contract, possess the Certified Ambulance Privacy Officer (CAPO) credential through the National Academy of Ambulance Compliance (NAAC). SEMSC may, in lieu of the NAAC credential, consider comparable designations or qualifications in its sole judgment.

## **6. Medical Director**

Proposer shall designate a Medical Director for its Solano County operations. This individual shall hold an M.D. or D.O. degree from an accredited medical school and be licensed as a physician in the State of California. Contactor shall indicate any other states in which the Medical Director holds a license as a physician. Contractor's Medical Director shall have a minimum of five (5) years' experience as an EMS Medical Director.

The Medical Director may be an employee or independent contractor, and Proposer shall designate such status accordingly.

Contractor's Medical Director must devote a minimum of sixty (60) hours per month to providing Medical Direction services to Contractor.

The Medical Director shall, at the time of submission of the Proposal, or within one (1) year of the Contract effective date, be Board Certified in Emergency Medicine by the American Board of Emergency Medicine (ABEM). If Contractor's Medical Director is not Board Certified in Emergency Medicine at the time of submission of the Proposal, the Medical Director shall be Board Eligible. SEMSC prefers that the Medical Director also be fellowship-trained in Emergency Medical Services, but this is not required and SEMSC may consider alternate experience or qualifications in lieu of an EMS fellowship-trained Medical Director.

## **7. Quality Improvement Coordinator**

Proposer shall have a full-time Quality Improvement Coordinator dedicated to its Solano County operations who shall have overall responsibility for Contractor's quality improvement program.

The individual identified as the Quality Improvement Coordinator should have a minimum of five (5) years' experience with clinical care in the EMS/ambulance service setting and shall possess educational qualifications commensurate with the position.

## **8. Incumbent Workforce Protections**

A number of dedicated highly trained personnel are currently working in the Solano County EMS System. In the event of a change in Contractor, the new Contractor shall fill its available EMS practitioner positions (i.e., field EMTs and paramedics) by first offering these positions to current employees of the incumbent Contractor at substantially equivalent compensation and conditions of employment. Incumbent personnel hired under this provision will retain "seniority status" earned while working full-time in the Solano County EMS System. These provisions apply only to EMS field staff and not to supervisory, managerial, administrative or executive personnel.

All Proposers are required to agree to these Incumbent Workforce Protections as a condition of Proposal qualification.

### **D. Legal Actions**

SEMSC shall evaluate Proposer's fitness for a contract award, in part, by reference to legal actions or investigations involving Proposer. SEMSC recognizes that the filing of a suit or the initiation of an investigation is largely beyond a Proposer's control, and does not by itself connote any wrongdoing or improper actions, however, SEMSC may disqualify a Proposal if the Proposer's litigation history demonstrates a pattern or history of conduct that SEMSC determines is contrary to the public interest.

The Proposer shall provide a listing of all pending or resolved litigation involving the Proposer as a defendant (including any related entities if Proposer is part of another company or entity) for the last five (5) years. This listing shall also include any litigation initiated by the Proposer as a plaintiff against any governmental entity or other ambulance service or EMS organization. This shall also include investigations regarding clinical care, personnel, licensing, certification, billing, business arrangements, contracts and other aspects of the Proposer's business or operations.

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

The Proposer must provide the following summary of each such matter in responding to this requirement: (1) Case Type (civil, criminal or administrative litigation or investigation); (2) Date Initiated; (3) Court, Jurisdiction or Agency in which the matter was filed or initiated; (4) Status (i.e., pending or resolved); (5) Date Resolved; (6) Judgment or Settlement Amounts Paid; (6) Date Resolved; and (7) Case Name (i.e., the caption of the litigation) and any additional comments the Proposer wishes to add.

Proposer shall attach copies of any complaints and answers filed for matters in

litigation, and any demand letters or notifications of any investigations. Copies of other case documents, such as motions, discovery, etc. should not be submitted.

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

The Proposer shall not submit any matters or documents that remain under seal or for which disclosure would violate a court order, or which would compromise any applicable legal privileges (e.g., attorney-client privilege).

## **E. Financial Stability**

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

### **1. Assets, Liabilities and Working Capital**

Proposers must identify their total liabilities and assets, and calculate both their current Asset/Liability Ratio (by dividing Total Liabilities by Total Assets) and Total Working Capital (by subtracting Total Liabilities from Total Assets) as of the date of the Proposal. SEMSC may, depending upon the totality of the Proposer's financial situation, disqualify a Proposal if the Asset/Liability Ratio is above 0.5 and/or the Total Working Capital is less than \$1 million. Proposers shall also identify the source(s) of its Working Capital.

### **2. Audited Financial Statements**

Proposers must include independently and externally audited financial statements for its three (3) most recent completed fiscal years. SEMSC may disqualify a Proposal if the Proposer does not have independently and externally audited financial statements. If the Proposer's financial statements are consolidated with that of a related entity, the financial statements of the Proposer entity shall be separately shown. If the Proposer is a subsidiary of a parent entity, the parent entity shall guarantee performance of the Proposer, as indicated above.

### **3. Estimated Financial Reserve**

Proposers shall indicate the minimum amount of financial reserve they intend to maintain at any given time during the Contract period. In other words, SEMSC



desires to assess the lowest amount of financial reserve that a Proposer intends to maintain at any point during the Contract. SEMSC may, depending upon the totality of a Proposer's financial situation, reject a Proposal as disqualifying if a Proposer is unable to demonstrate a financial reserve of at least three (3) months' operating expenses in accordance with the Proposer's estimated budget.

#### 4. Estimated Monthly Operating Expenses

Proposers shall indicate their estimated monthly operating expenses. This number should be derived from the Proposer's estimated budget and is repeated here for ease in comparing Estimated Financial Reserves to the Proposer's Estimated Monthly Operating Expenses.

#### 5. Available Line of Credit

Proposers shall indicate if they have available line(s) of credit to support their proposed operations specifically in Solano County. Available line(s) of credit identified here are to be separate from any assets or working capital identified above. SEMSC shall reject any Proposal in which the Proposer does not have an available line of credit acceptable to SEMSC.

#### 6. Financial Commitments

Proposers shall identify any financial commitments and potential commitments which may impact assets, lines of credit or guarantor letters, or otherwise affect the Proposer's ability to perform the Agreement. SEMSC may reject a Proposal if it determines that any such financial commitments may impair the Proposer's ability to perform the services required in the Agreement.

#### 7. Performance Security

Proposers must furnish acceptable performance security as a condition of Contract award. The total amount of required performance security at the time of Contract award shall be five million dollars (\$5,000,000). Such amount may be adjusted by SEMSC during the term of the Contract. Performance security shall be in one or more of the following form(s) (a combination of these forms is permissible so long as the total amount of performance security meets or exceeds \$5,000,000):

- a. Performance Bond - A performance bond issued by an admitted surety insurer licensed in the State of California and acceptable to SEMSC. The language of such performance bond shall recognize and accept the Contract requirement for immediate release of funds to SEMSC upon

determination by SEMSC that the Contractor is in material breach of the Contract or law (including local ordinances or applicable SEMSC resolutions). Performance bond language shall also include and recognize that if the nature of the breach and/or violation is such that the public health and safety are endangered, any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to SEMSC. The performance bond shall provide that such bond shall not be canceled for any reason except upon sixty (60) days written notice to SEMSC of the intention to cancel said bond. The Contractor shall provide replacement security in a form acceptable to SEMSC within thirty (30) days following the commencement of the sixty (60)-day notice period. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the selected Contractor shall provide replacement security acceptable to SEMSC within thirty (30) days of such occurrence.

- b. Irrevocable Letter of Credit - An irrevocable letter of credit in a form and from an institution acceptable to SEMSC. The issuing institution shall be federally-insured with a debt rating of "A" financial strength rating and P2 or better short-term rating as those terms are defined by Moody's Investors Service or an "A" rating by Standard and Poor's. The irrevocable letter of credit shall contain language accepting the Contract requirement for immediate release of funds to SEMSC upon determination by SEMSC that the Contractor is in material breach of the Contract or County Ordinance. The letter shall also include language agreeing that if the nature of the breach and/or violation is such that the public health and safety are endangered, any legal dispute by the Contractor or the issuing institution shall be initiated and resolved only after release of the funds to SEMSC. The irrevocable letter of credit shall contain the following endorsement: "At least sixty (60) days before cancellation, replacement, failure to renew, or material alteration of this letter of credit, written notice of such intent shall be given to SEMSC by the financial institution." Such notice shall be given by certified mail to SEMSC at the address for providing notices as stated in the Contract.
- c. Cash in Escrow - Cash, which must be deposited with an escrow holder acceptable to SEMSC and subject to an escrow agreement approved by SEMSC. The institution must be rated in same manner as set forth in b above. Any interest earned on the cash deposited in the performance security escrow account shall accrue to the benefit of the Contractor.
- d. Accounts Receivable - The Contractor shall in the Contract grant SEMSC and/or Solano County a security interest in all accounts receivable, which

may be utilized by SEMSC in the event of a material breach or triggering of the Contract's takeover provisions. In the case of a material breach or triggering of the takeover provisions, all revenue collected from accounts receivables must continue to be deposited into an SEMSC-designated account. If the Contractor subcontracts its billing functions, there shall be a provision in the subcontract that allows SEMSC to assume that subcontract in the case of a material breach.

#### 8. Bankruptcy History

Proposers shall indicate if they have ever initiated proceedings under the United States bankruptcy code, and provide details regarding any such filing on the Minimum Proposal Requirements Form. SEMSC may disqualify a Proposal if the Proposer has a prior or pending bankruptcy filing.

### F. Insurance

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

#### 1. Evidence of Coverage

All insurance coverage required hereunder shall be evidenced by delivery to SEMSC of certificates of insurance executed by financially stable insurance carrier(s) acceptable to SEMSC and licensed or permitted to write insurance by the California Department of Insurance (CDOI), and a certified copy of each policy, including all endorsements. All insurance certificates shall list coverages, and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies.

#### 2. Coverage Required

Throughout the term of the Agreement, Contractor shall meet or exceed the following requirements:

- a. Commercial general liability insurance, including but not limited to, commercial owner and contractor protection, operational products, completed operations, property and personal injury, with limits of not less than five million dollars (\$5,000,000) per occurrence, and ten million dollars (\$10,000,000) annual aggregate. Coverage shall be on "an occurrence basis", and the policy shall include broad form property damage coverage and fire coverage and liability of not less than five

million dollars (\$5,000,000) per occurrence, unless otherwise stated by exception herein.

- b. Professional medical liability insurance including errors and omissions with minimum limits of two million dollars (\$2,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate.
- c. Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. By submitting a Proposal, the Proposer certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- d. Comprehensive automobile liability insurance covering all vehicles used under the Contract for owned, hired, and non-owned vehicles with minimum limits of five million dollars (\$5,000,000) combined single limit for bodily injury (including death) per occurrence, and property damage of not less than one million dollars (\$1,000,000) per occurrence. Coverage shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability insurance above. Auto coverage shall include physical damage insurance for comprehensive and collision covering all vehicles provided and used to provide services in Solano County. The Contractor shall provide the primary insurance coverage for all vehicles used under the Agreement regardless of actual vehicle ownership. Coverage shall also include medical payment coverage at a per person limit of not less than ten thousand dollars (\$10,000) and uninsured and underinsured motorist coverage of at least two hundred fifty thousand dollars (\$250,000).
- e. Mobile Equipment Floater insurance coverage on an "all risks" covering all portable medical, computer and communications equipment under the care and custody of the Contractor. Such coverage shall contain no electrical surge exclusions.
- f. Property Insurance coverage on an "all risks" basis covering all contents of all facilities, and sub-stations in the care or custody of the Contractor.
- g. Umbrella coverage in the amount of at least ten million dollars (\$10,000,000) shall be provided as additional coverage to all underlying liability policies (including Professional Liability). This policy may be

written as a “Form Following Excess” policy.

- h. Tail insurance coverage for a period of not less than ten (10) years after the termination of the Agreement.

### 3. Endorsements Required

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

- a. Thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage or limits on any policy, a notice thereof shall be sent to SEMSC at its address of record by the insurer. The Contractor shall also notify SEMSC in a like manner within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by the Contractor from its insurer. Nothing shall absolve the Contractor of this requirement to provide notice.
- b. Companies issuing the insurance shall have no claims against SEMSC for payment of premiums or assessments of deductibles, which are the sole responsibility and risk of the Contractor.
- c. All such policies shall be endorsed naming SEMSC, its Board, Officers, Medical Director, employees and the County of Solano as additional named insureds.

### 4. Payees

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

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

### 5. Insurer Requirements

All insurance shall be maintained with companies:

- a. Holding a “general policy holders rating” of “A” or better, as set forth in the most current issue of “Best Insurance Guide” or a comparable rating from other reputable rating organizations;

- b. Licensed or permitted to operate in the State of California; and
- c. In good standing with the California Department of Insurance.

#### 6. Self-Insured Risk

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

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

## V. COMPETITIVE PROPOSAL CRITERIA

**Proposers should address each of the following requirements in their Proposal Narratives. This section sets forth Core Requirements, acceptance of each of which must be addressed in the Proposal Narrative. In addition, some sections have additional criteria that Proposers may optionally include in their Proposals.**

### A. EMS System Dispatch and Communications

#### 1. Core Requirements

SEMSC believes that a centralized dispatch center with full Emergency Medical Dispatch (EMD) and Pre-Arrival Instructions (PAI) capabilities is a cornerstone of an effective EMS system, as it is necessary for properly prioritizing EMS response, and for facilitating the immediate initiation of care by bystanders and others on the scene prior to arrival of EMS.<sup>18</sup> Accordingly, Proposals shall include a description of how the Proposer intends to satisfy the following Core Requirements regarding EMS System Dispatch:

- a. Contractor shall operate on a 24/7/365 basis a centralized secondary Public Safety Answering Point (PSAP) and shall, with the exception of calls for emergency ambulance service within the primary territory served by the City of Vacaville Fire Department, accept the transfer of all incoming 911 and seven-digit calls received from primary PSAPs in Solano County (and calls received directly by Contractor) that request or require EMS response and/or emergency medical care, as further determined by SEMSC policies.
- b. Contractor shall, for all emergency calls received, utilize EMD protocols, which shall, at a minimum, meet the standards of the National Academies of Emergency Dispatch (NAED).
- c. Contractor shall dispatch its ambulances on all emergency calls in accordance with response determinants which shall meet NAED standards. Such response determinants shall include, in accordance with NAED standards, a determination of the level and type of response, and shall differentiate those calls for which a BLS response or ALS response (including ALS first response) is appropriate.<sup>19</sup>

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<sup>18</sup> Ro, et al., *Association between the centralization of dispatch centers and dispatcher-assisted cardiopulmonary resuscitation programs: A natural experimental study*, *Resuscitation*, 2018 Oct;131:29-35

<sup>19</sup> Hinchey, et al, *Low acuity EMS dispatch criteria can reliably identify patients without high-acuity illness or injury*, *Prehospital Emergency Care*, 2007;11:1;42-48

- d. Contractor shall issue a Code 3 red lights and siren (RLS) response only for those calls classified as Delta or Echo under its NAED-compliant dispatch protocols or those calls for which RLS use is contained in dispatch protocols approved by the SEMSC EMS Medical Director.
- e. Contractor shall provide on all emergency calls, as of the date of Contract implementation or no later than one (1) year from that date, Pre-Arrival Instructions when appropriate in accordance with NAED standards.
- f. All of Contractor's dispatchers shall, at the time of Contract implementation, or no later than one (1) year from that date, be EMD-certified in accordance with NAED standards, and all dispatch personnel shall maintain EMD certification throughout the period of the Contract.
- g. Contractor shall utilize Computer Aided Dispatch (CAD) software capable of monitoring, deploying, redeploying and managing its ambulance resources. Contractor's CAD software shall collect and monitor all data elements specified by SEMSC, including all mandated times, response determinants issued, and other data as indicated. Contractor's CAD shall have full voice recording capabilities of all calls and communications. Contractor's CAD shall have automatic time stamp capabilities in conjunction with Automatic Vehicle Location (AVL) capabilities. Contractor shall implement measures to ensure the security, integrity and validity of its CAD data. Contractor shall utilize a process to ensure the accuracy of times recorded and for the synchronization of its CAD software with a verified outside source (e.g., atomic clock). Contractor shall permit and facilitate full-function remote access to its CAD software by SEMSC staff, including the ability to extract any and all data and reports deemed necessary by SEMSC to facilitate its EMS system oversight responsibilities.
- h. Contractor's CAD software shall be fully capable of integration with the County's First Watch syndromic surveillance software, and Contractor shall equally share with the County the costs of its First Watch software.
- i. Contractor shall achieve the following call processing time standards for all 911/emergency calls it receives either directly or as a transfer from a primary PSAP within Solano County. "Call processing time" shall be defined as the total dispatch transaction time from receipt of the call to first dispatch of resources, and shall include appropriate caller



interrogation and response determinant prioritization/selection in accordance with NAED standards.<sup>20</sup>

<b>Table 8 Call Processing Time Performance Standards</b>	
<b>EMD Priority Level</b>	<b>Call Processing Time</b>
Echo	90 seconds, 90% of the time
Delta	90 seconds, 90% of the time
Charlie	110 seconds, 90% of the time
Bravo	110 seconds, 90% of the time
Alpha	180 seconds, 90% of the time

- j. Contractor shall maintain a robust dispatch QA/QI program which shall, at a minimum, monitor EMD protocol compliance, appropriateness of response determinants and dispatched response modes, and instances of calls dispatched as BLS which necessitated ALS-level care on scene and/or during patient transport. Proposals shall describe Contractor's proposed dispatch QA/QI program and how it will measure and monitor these and other criteria.
- k. Contractor shall maintain all documentation, telephone recordings, CAD records, response assignments, dispatch information and other records for a period of no less than one (1) year, or longer if required under any other law, regulation or standard. Such records shall be subject to inspection and audit by SEMSC. Any intentional downgrade of calls to a lower response priority for purposes of manipulating response time requirements shall be considered a material breach of the Contract.
- l. For those jurisdictions<sup>21</sup> which operate an ALS first response program, Contractor shall promptly and in accordance with SEMSC policies relay the necessary information to the dispatch agency designated by the jurisdiction so that such agency may dispatch the jurisdiction's ALS first response resources. Such notification to the designated dispatch agency shall be made for all 911 calls requiring EMS response. For Delta/Echo level calls, Contractor shall make such notification to the jurisdiction's dispatch agency at or prior to the time it dispatches its ambulance(s). On all other calls Contractor shall promptly notify the appropriate dispatch agency to facilitate optional response by the first response agency if

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<sup>20</sup> Scott, G., *Without minutes to spare: call processing time should reflect nature of the crisis*, The Journal, 2007 Sept/Oct, p. 13

<sup>21</sup> Other than the City of Vacaville, which will continue to handle its own 911 calls and dispatch.

desired by that agency. If an ALS first response agency requests the Contractor to dispatch its resources directly, the Contractor shall do so.

- m. Proposers shall ensure that all radios have frequency capabilities consistent with Solano County and SEMSC communications requirements. Proposers shall describe their plan to achieve interoperability with other Solano County police, fire and public safety agencies. Proposer shall be responsible to procure and maintain all necessary FCC licenses and any other certificates or permits which may be necessary to operate its radio and communications equipment.

## **2. Additional Criteria**

In addition to the Core Requirements set forth above, Proposals may address the following additional criteria:

- a. Proposers' dispatch center may obtain accreditation by NAED as an Accredited Center of Excellence (ACE). A Proposer shall indicate if its dispatch center is or will be ACE accredited, and, if so, the time frame in which Proposer shall obtain ACE accreditation.
- b. As an alternative to proposing the implementation of a centralized, secondary PSAP, Proposers may furnish EMD and PAI by staffing EMD positions in the existing PSAP operated by the Solano County Sheriff's office. Proposers may describe plans to provide trained EMDs in this existing PSAP, to furnish training to existing dispatch staff within that PSAP, and a proposed schedule under which Proposer would furnish EMD and PAI through this existing PSAP (i.e., number of hours and positions per week). Proposers shall also set forth their proposal for purchasing and/or acquiring the necessary hardware and software/applications for full EMD/PAI implementation in the County Sheriff's office PSAP if Proposer elects this alternative.
- c. Proposers may implement automated AED geo-location and/or citizen responder cardiac arrest notification services (e.g., Pulse Point, AED Registry, AED Notify, etc.) to its dispatch center operations. A Proposer shall indicate if its dispatch center is or will be equipped with AED location and/or citizen responder cardiac arrest notification services, and, if so, the time frame in which Proposer shall implement such services.
- d. Proposers may describe a plan for implementing response alternatives, including an NAED-compliant Emergency Communications Nurse System (ECNS) and/or utilization of the NAED "Omega" protocol in its EMD

system, in order to provide alternative response, referral and/or differential disposition of low-acuity calls which do not warrant an EMS response. A Proposer shall indicate if it intends to utilize ECNS and/or the Omega protocol and, if so, the plan for implementation and the time frame in which the Proposer shall implement ECNS/Omega protocol.

### **3. Dispatch System Changes**

Proposers are hereby notified that SEMSC, in conjunction with other PSAPs operating in Solano County, may, during the term of the Contract, modify the process for handling emergency ambulance/EMS calls within Solano County and the disposition of emergency calls to secondary PSAPs other than or in addition to Contractor.

#### **B. Emergency/911 Ambulance Deployment and Response**

##### **1. Core Requirements**

SEMSC expects the Contractor to implement a system of response and deployment to 911/emergency calls received from members of the public that responds safely and, when clinically appropriate, promptly to high-acuity calls. SEMSC desires an EMS system which utilizes performance standards that are evidence-based and focused on optimizing clinical outcomes for patients. SEMSC believes that response times for certain types of EMS calls are important, but has also concluded that response times for many types of calls are not correlated with a positive patient outcome.<sup>22</sup> Accordingly, SEMSC wishes to implement performance and accountability measures which are data-driven and demonstrated through peer-reviewed clinical evidence and emerging consensus-based best practices in EMS. In addition, SEMSC wishes to afford its Contractor the flexibility of providing a tiered or BLS-level response to those calls in which its NAED-compliant EMD protocols indicate that a BLS response is appropriate. Accordingly, Proposals shall include a description of how the Proposer intends to satisfy the following core requirements regarding Ambulance Deployment and Response:

- a. For all Charlie/Delta/Echo-level calls as classified by Contractor's NAED-compliant EMD protocols, Contractor shall deploy an ALS-level response in accordance with the response time standards set forth below.<sup>23</sup>
- b. For all Alpha and Bravo-level calls as classified by the Contractor's NAED-compliant protocols, Contractor may, at its option, deploy a BLS or ALS-level response, in accordance with the response time standards set forth below.

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<sup>22</sup> Blackwell, et al., *Lack of association between prehospital response times and patient outcomes*, *Prehospital Emergency Care*, 2009;13:4;444-50

<sup>23</sup> Clawson, J., Dernocoeur, K., *The Principles of Emergency Medical Dispatch*, 3d. Ed., 2001, Priority Press.

- c. Contractor shall describe its intended deployment plan for ALS-level response to Charlie/Delta/Echo calls and its intended deployment plan for Alpha and Bravo-level responses. Contractor’s description of its deployment plan shall include a description of whether it plans to utilize all-ALS response, or utilize BLS response for those calls for which a BLS response is permitted (i.e., Alpha and Bravo-level calls), or a combination of ALS-BLS response on Alpha and Bravo-level calls. Proposers may also describe a phased approach to implementing BLS-only responses (to Alpha and Bravo-level calls) and a proposed timeline for same.
- d. Absent extenuating circumstances, Contractor shall only utilize red lights and siren (RLS) responses on responses in accordance with the following criteria. The use of RLS solely for the purpose of navigating traffic or for response time compliance shall not be permitted. Contractor shall collect data regarding response mode (RLS vs. non-RLS response), which shall be subject to review by SEMSC. Contractor shall describe its process for monitoring and ensuring that RLS use will be limited only to those call types identified below. Additionally, Contractor shall utilize a benchmark of RLS utilization during emergency response of <50%.<sup>24</sup>

Table 9 Response Codes by EMD Call Types <sup>25</sup>		
Solano County Response Code	Response Standard	NAED EMD Call Type
Code 3	Immediate, Lights and Sirens Response	Delta/Echo
Code 2	Immediate, Non-Lights and Sirens Response	Bravo/Charlie
Code 1	Scheduled or Non-Emergent Non-Lights and Sirens Response	Alpha

- e. Contractor shall be responsible for the following response time performance standards for all 911 calls and emergency calls received directly by Contractor on a seven-digit number from members of the public. Proposals shall indicate acknowledgement and acceptance of

<sup>24</sup> Kupas, D., *Lights and sirens use by Emergency Medical Services: above all do no harm*, Maryn Consulting under Contract with National Highway Traffic Safety Administration, May 2017

<sup>25</sup> Protocols regarding RLS use shall be in the discretion of the SEMSC EMS Medical Director, who may modify the response criteria via policies, procedures and/or protocols.

these performance standards and include a description of the Contractor’s intended approach to deployment to achieve these standards. Response times for purposes of this provision shall be measured from the time the call was received by Contractor (i.e., either directly on a seven-digit line or from the time-stamp of the handoff of a 911 call from a primary PSAP) to the time the Contractor’s ambulance is on scene as indicated by Contractor’s AVL-verified on-scene time (i.e., wheels stopped). SEMSC may establish, by policy, procedures for measuring response times in cases where Contractor fails to document or report required times, and instances involving downgrades, upgrades, reassignments and cancellations. Contractor shall not be held accountable for response time compliance for any calls originating outside of the EOA.

**Table 10**  
**Response Time Standards – 911/Emergency Ambulance Calls<sup>26</sup>**

<b>Response Priority</b>	<b>Minimum Response Level</b>	<b>Urban Area</b>	<b>Rural Area</b>	<b>Wilderness Area</b>
Delta/Echo (Code 3)	ALS	9 minutes or less, 90% of the time	15 minutes or less, 90% of the time	60 minutes or less, 90% of the time
Charlie (Code 2)	ALS	12 minutes or less, 90% of the time	18 minutes or less, 90% of the time	69 minutes or less, 90% of the time
Bravo (Code 2)	BLS	18 minutes or less, 90% of the time	24 minutes or less, 90% of the time	75 minutes or less, 90% of the time
Alpha (Code 1)	BLS	40 minutes or less, 90% of the time	60 minutes or less, 90% of the time	90 minutes or less, 90% of the time

- f. Contractor shall maintain an on-going driver-training program for ambulance personnel. Proposers shall describe their driver training 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.). Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

<sup>26</sup> For purposes of this RFP, the terms Urban, Rural and Wilderness shall have those definitions ascribed to them by the California EMS Authority, EMSA Guideline #101, EMS System Standards and Guidelines, Part 1.

- g. Contractor shall maintain an ambulance fleet in excellent working condition that is, at minimum, 133% of its projected peak-demand fleet requirement.<sup>27</sup> Contractor must assure a fleet size that is (1) appropriate in size for the anticipated call volume and response time performance standards set forth above, and (2) capable of providing surge capacity for disaster/mass casualty incidents. Contractor shall describe its plan for obtaining the necessary ambulance fleet to initiate operations under this Contract, and its plan for the replacement of ambulances, which shall be replaced or rechassisied no more than every 200,000 miles. Contractor shall describe its fleet maintenance program and specify whether fleet maintenance will be done in-house or outsourced. All ambulance vehicles utilized for the performance of services hereunder shall comply with the most current Ground Vehicle Standard for Ambulances as published by the Commission on Accreditation of Ambulance Services (CAAS) and shall comply with California law. Proposals shall describe the number and type of ambulance vehicles proposed for providing services in Solano County. Contractor must also ensure that the ambulances in its fleet are optimally configured to ensure patient, crew and passenger safety, and Proposals shall describe the safety features of Contractor's fleet, including its plan to ensure that after-market equipment is properly secured and does not impair the safety of the vehicle or its occupants. Contractor shall supply a list of all vehicles, including ambulances, supervisory vehicles and other non-ambulance vehicles to be utilized in the provision of services under the Contract, including the name and address of any lien holders. Contractor shall keep such list current during the Contract period and shall report any changes to SEMSC within thirty (30) days of such changes.
- h. Contractor shall, within twenty-four (24) hours of any such incident, notify the EMS Agency Administrator or the Administrator's designee of any crash or incident involving the operation of Contractor's ambulances or other vehicles that results in death or injury requiring medical treatment to any driver or occupant of any vehicle (including Contractor's vehicles or any other vehicle(s) involved) or pedestrian, cyclist, etc., or involving property damage of \$1,000 or more.<sup>28</sup> Such reporting shall be in addition to any reporting required pursuant to the laws of the State of California.

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<sup>27</sup> Fellows, D., *How to develop a fleet replacement strategy*, EMSWorld, April, 2016.

<sup>28</sup> California Vehicle Code, Section 20008.

- i. Minimum staffing for all ALS units shall be one (1) EMT-Paramedic and one (1) EMT driver. Minimum staffing for all BLS units shall be one (1) EMT and one (1) EMT driver.

## **2. Additional Criteria**

In addition to the Core Requirements set forth above, Proposals may address the following additional criteria:

- a. If a Proposer includes the optional implementation of ECNS and/or Omega protocol as described in V(A)(2)(d) above, the Proposer may submit a plan for alternative disposition of Alpha-level calls in compliance with ECNS and/or Omega protocol standards. If electing to implement such a plan, any Alpha-level responses properly referred for alternative disposition under ECNS/Omega shall be exempt from the response time standards set forth above, and no Liquidated Damages shall be assessed for non-response of an ambulance by Contractor. Proposers shall describe their plans for alternative disposition or referrals and include a description of outside resources that will be utilized, including social services agencies, community paramedicine programs, counseling or addiction services, public transportation services, shared ride services, etc. Proposals shall also include a description of QA/QI processes that will be implemented to ensure review and follow-up of alternative disposition/referral cases. All such alternative disposition and referral program policies, procedures and protocols are subject to approval of the SEMSC Medical Director and to modification based on the appropriateness of the clinical criteria eligible for alternative referrals.
- b. Proposers may propose replacement or re-chassing of ambulances more frequently than every 200,000 miles.

## **3. Response and Deployment Changes**

Proposers are hereby notified that SEMSC, in conjunction with its Medical Director and Physicians Forum Committee, may, during the term of the Contract, modify response time criteria and response levels based on its continuing review of peer-reviewed data, evidence-based standards, and evolving industry consensus-based best practices. Contractor input shall be included in any such modifications.

### **C. First Response and Public-Private Partnership**

#### **1. Core Requirements**

Solano County is fortunate to be served by multiple fire-based ALS first response services, and SEMSC expects the Contractor to work in harmony with those agencies in the provision of EMS care to patients in need. Proposals must address the following core requirements with respect to Contractor's interface with the County's first responder agencies and support of the Public-Private Partnership (PPP):

- a. The selected Contractor shall be required to enter into a Public-Private Partnership Agreement with the PPP-participating cities of Solano County. The parties to the Agreement will be each PPP-participating City, the Contractor, and SEMSC. Such agreement will be developed by SEMSC following consultation with the Contractor and the PPP Cities. By submitting a Proposal, Contractor agrees to be bound by the terms and conditions of the final PPP Agreement as prepared by SEMSC. Such PPP Agreement shall not be inconsistent with the provisions of this RFP, though it may include terms and provisions in addition to those stated herein.
- b. Proposers shall submit a detailed proposal outlining their projected unit hour costs and the projected unit hour savings afforded to the Contractor by virtue of the ALS first response services furnished by the PPP-participating cities in Solano County (presently Benecia, Dixon, Fairfield and Vallejo) in accordance with the following response time standards. Contractor shall be required to compensate the PPP-participating cities based on the proportional unit-hour cost savings for the arrival of an ALS ambulance on-scene within twelve (12) minutes (90% of the time) for Delta/Echo-level calls, and 15 minutes (90% of the time) for Charlie-level calls. The Contractor shall exclude from its unit-hour savings calculation any Charlie/Delta/Echo-level calls in which it places an ALS ambulance on scene prior to the arrival of the ALS first response unit (based on logged times through the appropriate dispatch agency, which shall be subject to audit by SEMSC), and all Alpha/Bravo-level calls (which shall be classified as non-RLS "response optional" for the PPP ALS first response agencies<sup>29</sup>). Proposers must certify the accuracy of their calculated unit-hour costs and are cautioned that manipulation of those figures for purposes of inducing selection of their proposal may constitute a violation of state and Federal law. Calculations must show the detailed breakdown of unit hour costs used in estimating the Contractor's savings from the additional minutes provided by the first responder agencies.

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<sup>29</sup> Craig, A., *Evidence-based optimization of urban firefighter first response to emergency medical services 911 incidents*, Prehosp. Emerg. Care 2010;14:109-117.



- c. Contractor shall negotiate a cost-based amount of reimbursement with each participating PPP City for reimbursement by Contractor of the City's reasonable costs of its ALS first response personnel when such personnel are necessary to assist Contractor on scene or in preparation for patient transport (for example, lift assist), regardless of the priority level of the emergency dispatch. Contractor shall retain documentation of the cost basis for the reimbursement of PPP City on-scene personnel utilization pursuant to this provision.
- d. Contractor shall restock all disposable supplies utilized by a PPP-participating ALS first response agency on a one-for-one basis for care provided to patients on all mandated PPP responses (i.e., Charlie/Delta/Echo-level calls) as shall be further set forth in the PPP Agreement.
- e. Contractor shall resupply medications and solutions of PPP-participating ALS first response agencies utilized on all mandated PPP responses (i.e., Charlie/Delta/Echo-level calls) as set forth in the PPP Agreement.
- f. Contractor shall, at its cost, provide training for all full-time paramedics of the PPP Cities to include, at a minimum, all continuing education necessary to maintain licensing requirements, and all training required by SEMSC policies and/or required by the State of California to maintain paramedic licensure. In addition, Contractor shall be responsible to provide to all full-time PPP paramedics the following certification courses: CPR, ACLS, PALS and PHTLS.
- g. Proposers shall describe their plan for working in conjunction with the PPP Cities to provide public education and information regarding the Solano County EMS System, including, but not limited to, the system's emphasis on evidence-based response and deployment, appropriate use of EMS, and response time criteria.
- h. All cost-based payments made by Contractor to the participating PPP Cities hereunder shall be adjusted by an amount that is equal to the percentage increase in Contractor's approved ALS charges.

## **2. Additional Criteria**

In addition to the Core Requirements set forth above, Proposals may address the following additional criteria:

- a. In the event that Proposers intend to deploy ambulances at the BLS level for Alpha and Bravo-level calls as set forth in Section V(B)(1)(c) above,

Proposers shall include a proposed per-call fee for the utilization of a paramedic from the ALS first responder agency for those calls for which the Contractor furnished a BLS-level response, but for which it is determined that an ALS practitioner is required to provide patient care during transport. In order to ensure compliance with Federal law, Contractor's proposed per-call fee for the use of a PPP City paramedic shall not exceed the amount of cost savings Contractor incurs by virtue of deploying a BLS ambulance vs. an ALS ambulance on Alpha/Bravo-level calls.

### **3. First Response and PPP Changes**

Proposers are hereby notified that SEMSC, in conjunction with its PPP-participating cities, as well as the SEMSC Medical Director and Physicians Forum Committee, may, during the term of the Contract, modify PPP criteria and requirements based on its continuing review of peer-reviewed data, evidence-based standards, and evolving industry consensus-based best practices. Contractor input shall be included in any such modifications.

## **D. Prehospital Clinical Care and Patient Transport**

### **1. Core Requirements**

SEMSC expects the Contractor to provide outstanding prehospital clinical care to the residents and visitors of Solano County who are in need of emergency medical services. All care provided must satisfy all applicable standards of care, be compliant with California law, and adhere to evidence-based practices regarding the delivery of healthcare services. Proposers must address the following Core Requirements with regard to their prehospital clinical care and patient transport operations:

- a. Proposers shall describe their plan for the implementation and utilization of clinical protocols and its process for the ongoing updating of those protocols to reflect changes in evidence-based best practices. All clinical protocols utilized by Contractor shall comply with SEMSC policies and protocols, and are subject to review and approval by the SEMSC Medical Director.
- b. Proposers shall describe their plan for benchmarking, monitoring and reporting to SEMSC compliance with applicable clinical protocols by its EMS practitioners, including, but not limited to, the utilization of syndromic surveillance software (e.g., FirstWatch) to accomplish this purpose.
- c. At a minimum, Contractor's clinical benchmarking shall include:

- Presumptive impressions at dispatch compared to field intervention
  - Scene time and total pre-hospital time for time dependent clinical conditions such as STEMI, stroke, major trauma and cardiac arrest
  - Cardiac arrest survival in accordance with Utstein protocols
  - Fractal measurement of time to first defibrillation
  - Fractal measurement of time to acquisition of 12 lead ECG for patients with cardiac signs or symptoms
  - Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients
  - Compliance with protocols, procedures, and timelines for patients with cardiac arrest
  - Compliance with protocols, procedures, timelines, and destinations for trauma patients
  - Compliance with protocols, procedures, timelines and destinations for patients with presumed stroke symptoms
  - Successful airway management rate by entire system, provider type and individual, including EtCO2 detection
- d. Contractor shall describe its process for making prompt alert notifications to hospitals and specialty care facilities of patients being transported to those destinations who meet STEMI, stroke or trauma criteria, for mass casualty incidents (MCIs), and for patients in cardiac arrest. For purposes of this provision, “prompt” shall mean that receiving facility alert notifications for patients meeting trauma, stroke or STEMI criteria, and for cardiac arrest patients, shall be made no later than the departure of the ambulance from the scene to the receiving facility. For mass casualty incident alert notifications, area receiving facilities shall be notified of the MCI no later than five (5) minutes after arrival of the first Contractor ambulance on scene.
- e. Proposers shall describe their plan for the training and skill verification of EMS practitioners with regard to infrequently-used skills. Contractor shall be required to provide periodic training to its EMS practitioners on those critical skills that are infrequently utilized as determined by Contractor’s ongoing evaluation of its EMS data, including the use of syndromic surveillance software (e.g., FirstWatch). Examples might include endotracheal intubation, OB/GYN/childbirth, needle decompression, cricothyrotomy, etc.
- f. Contractor shall describe the hardware, software and/or applications it shall utilize to collect, monitor and report prehospital data. Contractor shall utilize an EMS-specific prehospital electronic patient care reporting

(ePCR) application or software package that shall be subject to the approval of the SEMSC Medical Director and EMS Agency Administrator. Contractor shall ensure that the SEMSC Medical Director and EMS Agency Administrator and designated EMS Agency staff have continuous, real-time, 24/7/365 secure online access to Contractor's ePCR program database, with full data monitoring and report-generating capabilities.

- g. Contractor's ePCR system shall be fully compliant with the most current version of NEMSIS and with all data collection and reporting requirements of the State of California and SEMSC. Contractor shall ensure that its ePCR application will be compliant with any future version(s) of NEMSIS adopted during the term of the Contract.
- h. Proposers shall be required to describe the comprehensive quality management and improvement program they intend to develop and implement with regard to their EMS operations and clinical care in Solano County. Such QI program must monitor, measure and assure compliance with the terms and conditions of the Agreement, as well as with minimum performance standards, rules and regulations. The program shall also include process measurement and process improvement that is integrated with the SEMSC quality improvement program. The SEMSC Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary by the SEMSC Medical Director. The clinical indicators measured by all system participants will be developed and updated through collaborative efforts of SEMSC and EMS system stakeholders and based on current evidence-based standards and industry-consensus best practices.
- i. SEMSC believes that the inappropriate use of red lights and sirens (RLS) poses a threat to the safety of ambulance crews and the public due to the documented increase in crash risks associated with RLS use.<sup>30 31</sup> Accordingly, Proposers shall describe their plan for restricting RLS use during patient transport only for those cases in which the time savings of RLS use is correlated with improved patient outcomes. Contractor shall collect, monitor and report to SEMSC data on RLS usage during transport, and shall achieve a benchmark of RLS use of <5% during patient

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<sup>30</sup> Sanddal, et al., Ambulance Crash Characteristics in the US Defined by the Popular Press: A Retrospective Analysis. *Emergency Medicine International*, Vol 2010, Article ID 525979 (2010).

<sup>31</sup> Kahn, et al., Characteristics of Fatal Ambulance Crashes in the United States: An 11-Year Retrospective Analysis. *Prehospital Emergency Care*, Vol. 5, No. 3 (July/September 2001).

transport.<sup>32</sup>

- j. Proposers shall describe their plan to participate in a Health Information Exchange (HIE) with local facilities and other providers in the Solano County and surrounding areas in which Solano County patients normally receive health care services. Proposers shall describe any experience they may have in regard to HIE integration and the linkage of prehospital data with patient information and data from facilities and other providers for the purposes of evaluating outcomes and other data integration and investigation activities.
- k. Contractor shall participate in pilot or research programs that the EMS Medical Director and EMS Agency Administrator may authorize from time to time. The EMS Agency 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 SEMSC. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in the Agreement.
- l. Other than as set forth in this RFP and in the Agreement, Contractor will be the exclusive provider of the ground ambulance services described herein. Notwithstanding any provisions of this RFP or the Agreement, SEMSC may implement policies and/or protocols for the utilization of air ambulances within the EOA by first responders and other agencies, and Contractor recognizes that some patients may be transported by air instead of by ground ambulance pursuant to such policies and protocols.

## **2. Additional Criteria**

In addition to the Core Requirements set forth above, Proposals may address the following additional criteria:

- a. Proposers are encouraged to provide training to all personnel on prehospital clinical documentation, and may describe their plan to certify all personnel as Certified Ambulance Documentation Specialists (CADS) through the National Academy of Ambulance Compliance.
- b. Proposers are encouraged to provide a proposal for assisting cities in Solano County with the transport of 5150 patients, either by ambulance

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<sup>32</sup> Kupas, D., *Lights and sirens use by Emergency Medical Services: above all do no harm*, Maryn Consulting under Contract with National Highway Traffic Safety Administration, May 2017

when appropriate, or by other means, to appropriate destinations. Proposers may also contract directly with cities for the transport of 5150 patients so long as such contract(s) are not in conflict with the provisions of the Agreement between Contractor and SEMSC and do not otherwise impair Contractor's performance thereunder.

- c. Proposers may provide a proposal for the integration of their ePCR data and patient information into an Electronic Health Record (EHR) program, service or application.

### **3. Prehospital Care and Clinical Transport Changes**

Proposers are hereby notified that SEMSC, in conjunction with its Medical Director and Physicians Forum Committee, may, during the term of the Contract, modify policies, procedures and/or protocols related to the provision of prehospital care and transport based on its continuing review of peer-reviewed data, evidence-based standards, and evolving industry consensus-based best practices. Contractor input shall be included in any such modifications.

#### **E. Interfacility Transports**

##### **1. Core Requirements**

Included in the EOA is the county-wide provision of ALS and CCT interfacility transports. SEMSC expects the Contractor to provide outstanding interfacility care and timely, efficient and safe transportation of patients requiring ALS or CCT-level transport between facilities where the transport originates at any facility within Solano County. Appropriate destinations shall include facilities within and outside of Solano County as medically appropriate. All care provided during ALS and CCT interfacility transports must satisfy all applicable standards of care, be compliant with California law, and adhere to evidence-based practices regarding the delivery of healthcare services. Proposers must address the following core requirements with regard to their ALS and CCT interfacility transport services:

- a. Contractor shall be exclusively responsible for the provision of all ALS-level interfacility transports originating at any healthcare facility within Solano County. Contractor shall transport patients to clinically appropriate destinations within and outside of Solano County as directed by the sending facility. For purposes of this RFP and the Contract, ALS interfacility transports shall include all transports of patients requiring monitoring or interventions beyond the scope of a basic Emergency Medical Technician as defined by the State of California. Minimum staffing on all ALS interfacility transports shall be one paramedic and one

driver-EMT.

- b. SEMSC has implemented an ALS+RN program for interfacility transports originating in Solano County. Contractor shall provide a registered nurse on ALS interfacility ambulance transports for those patients who, in consultation with the sending facility, require care beyond the scope of a paramedic, but who are not likely to satisfy the criteria for a Specialty Care Transport (SCT) as that term is defined by the Centers for Medicare and Medicaid Services.<sup>33</sup> Such RN may take the place of the paramedic staff member as set forth above, provided that the RN possesses a current and valid California paramedic certification, or, at Contractor's option, may be in addition to the paramedic staff member. Proposers shall describe their plan for providing EMS-specific training to its interfacility transport RNs, and shall ensure that such RNs are experienced in the interfacility transport environment. Contractor shall comply with all SEMSC policies, procedures and protocols regarding its ALS+RN program.
- c. Contractor shall be exclusively responsible for the provision of all CCT-level interfacility transports originating at any healthcare facility within Solano County. Contractor shall transport patients to clinically appropriate destinations within and outside of Solano County as directed by the sending facility. For purposes of this RFP and the Contract, CCT-level interfacility transports shall be defined as the interfacility transportation by ground ambulance vehicle, including the provision of medically necessary supplies and services, of a Critically Injured or Ill Patient who during transport requires, or in the judgment of the sending physician may reasonably require, Critical Care Interventions in a medical specialty area such as nursing care, emergency medicine, respiratory care, or cardiovascular care exceeding the scope of practice of an EMT-P. A CCT includes a "specialty care transport" as defined in 42 CFR § 414.605, whether or not it involves a Medicare beneficiary. A CCT does not include an interfacility transport begun by an air ambulance service but that must be completed by ground ambulance due to mechanical issues, weather, or other factors which prohibit the completion of the transport by air.

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<sup>33</sup> 42 CFR § 414.605, which provides as follows: Specialty care transport (SCT) means interfacility transportation of a critically injured or ill beneficiary by a ground ambulance vehicle, including medically necessary supplies and services, at a level of service beyond the scope of the EMT-Paramedic. SCT is necessary when a beneficiary's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area, for example, nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.

- i. For purposes of this RFP and Contract, a Critically Injured or Ill Patient is a patient who has an injury or illness that acutely impairs one or more vital organ systems such that there is a high probability of imminent or life-threatening deterioration in the patient's condition, such that the failure to initiate Critical Care Interventions on an urgent basis would likely result in sudden, clinically significant or life-threatening deterioration of the patient's condition.
- ii. For purposes of this RFP and the Contract, Critical Care Interventions include, but are not limited to, the use of medications and devices listed in Paragraph 2.B of SEMSC Resolution 12-001 (as may later be amended) attributable to high complexity decision making to assess, manipulate, and support vital system functions to treat single, or multiple, vital organ system failure; and/or to prevent further life-threatening deterioration of the patient's condition. Examples of vital organ system failure include but are not limited to:
  - Central nervous system failure
  - Circulatory failure
  - Shock
  - Renal, hepatic, metabolic, or respiratory failure
- iii. Minimum staffing on all CCT-level interfacility transports shall be one CCT-RN (as defined in SEMSC Resolution 12-001), one health professional trained to operate in a CCT environment (which may include an EMT, EMT-paramedic, nurse or other licensed healthcare professional with experience operating in the CCT interfacility transport environment) and one driver.
- iv. If the transferring physician determines that it is appropriate to send a particular health professional along with the patient during a CCT, the Contractor or a Permitted CCT Provider with which Contractor subcontracts may utilize this health professional to satisfy its minimum staffing requirement under this section. In addition, nothing in this section shall in any way be construed to limit the judgment of the transferring physician to send any additional health professionals and/or additional equipment, above and beyond the



minimum standards set forth in SEMSC Resolution 12-001, with the patient during the CCT.

- v. All operating standards and requirements of SEMSC Resolution 12-001 are expressly incorporated herein by reference. It is suggested that Proposers read Resolution 12-001 carefully and ensure that their Proposals satisfy the standards set forth in Resolution 12-001, as may hereafter be modified by SEMSC.
- d. Proposers shall describe their process for providing 24/7/365 interfacility call intake, which shall include, at a minimum, a protocol-based or other scripted process for standardizing ALS and CCT-level interfacility transport requests originating from facilities within Solano County, and the operation and publicizing to facilities of a single number/point of contact for all ALS interfacility transport requests. In addition, Contractor shall be required to staff its interfacility call intake position with a medically-trained individual and will describe its process to interact efficiently, courteously, and collaboratively with facilities to determine the most clinically appropriate mode, timing and level of interfacility transport based on the patient's condition as communicated by the facility. Contractor shall be required to utilize any forms prescribed by SEMSC regarding interfacility transport requests.
- e. Proposers shall describe their interfacility transport experience and capabilities specific to pediatric critical care patients.
- f. Proposers shall be responsible for the following response time performance standards for all interfacility transport requests:

**Table 11  
Interfacility Transport Response Time Standards**

<b>Call Type</b>	<b>Response Mode</b>	<b>Response Time Standard</b>
<u>Priority 3</u> Urgent request for non-scheduled interfacility transport	Code 2 – Non-lights and siren response	30 minutes from receipt of call
<u>Priority 4</u> Non-emergency unscheduled interfacility transport	Code 2 – Non-lights and siren response	60 minutes from receipt of call
<u>Priority 5</u> Non-emergency transport scheduled > 60 but < 4 hours in advance	Code 2 – Non-lights and siren response	20 minutes from scheduled pickup time
<u>Priority 6</u> Non-emergency interfacility transfer scheduled > 4 hours in advance	Code 2 – Non-lights and siren response	10 minutes from scheduled pickup time
<u>Priority 7</u> Critical Care Transport – Stat-Urgent (emergency transfer)	Code 2 – Non-lights and siren response (unless directed otherwise by sending physician)	30 minutes from time of request
<u>Priority 8</u> Critical Care Transport – Immediate (non-emergency transfer)	Code 2 – Non-lights and siren response	60 minutes from time of request
<u>Priority 9</u> Re-Triage Transport – Immediate interfacility transfer	Code 2 – Non-lights and siren response	15 minutes from time of request (see 2(a) below for additional information)

- g. Proposers shall describe their process for receiving, processing and resolving customer service complaints, concerns and inquiries from healthcare facilities within Solano County regarding the timeliness, clinical care or customer service of Contractor’s staff. Contractor shall report its facility customer service data to SEMSC no less frequently than semi-annually regarding complaints received and resolved with regard to its interfacility transport operations.

## 2. Additional Criteria

In addition to the Core Requirements set forth above, Proposals may address the following additional criteria:

- a. Contractor may, at its option, describe its plan to subcontract with any willing, qualified and County-permitted ALS interfacility transport provider for the provision of “Re-Triage Transports.” Any such contract(s) shall be subject to review and approval by the EMS Agency Administrator.
  - i. For purposes of this RFP and the Contract, Re-Triage Transports (RTTs) shall be defined as those transports in which the receiving facility physician has determined that the patient requires prompt interfacility transport that is reasonably expected to be initiated within fifteen (15) minutes of the RTT request from the facility.
  - ii. In the event that Contractor elects not to subcontract for the provision of RTTs, Contractor shall be responsible to provide an ambulance response within fifteen (15) minutes of the time it receives the request from any facility requesting an ALS interfacility transport for an RTT patient. In the event that Contractor is unable to commit to a response of fifteen (15) minutes or less for an RTT patient, the facility shall be permitted to utilize the incoming ambulance which originally transported the patient to the receiving facility to perform the RTT, if that provider is willing, qualified and County-permitted to furnish such services, regardless of whether or not the Contractor has subcontracted with such provider for RTT services.
- b. Contractor may, at its option, subcontract for the provision of CCT-level interfacility transport services to any willing, able and County-permitted CCT provider. Such subcontract shall be subject to review and approval by the EMS Agency Administrator, and all subcontracted providers must satisfy all standards of SEMSC Resolution 12-001.

## 3. Interfacility Transport Changes

Proposers are hereby notified that SEMSC, in conjunction with its Medical Director and Physicians Forum Committee, may, during the term of the Contract, modify policies, procedures and/or protocols related to the provision of interfacility transport based on its continuing review of peer-reviewed data, evidence-based standards, and evolving industry

consensus-based best practices. Contractor input shall be included in any such modifications.

## **F. Personnel Issues**

### **1. Core Requirements**

SEMSC expects the Contractor to provide a safe, respectful, tolerant and culturally diverse workplace for its employees who serve the Solano County EMS System. Proposers must address the following core requirements with regard to their personnel and workplace practices:

- a. Contractor's hiring, employment and compensation practices shall comply with all applicable laws and resolutions of the County of Solano, the State of California and the United States.
- b. Contractor shall comply with all applicable local, state and Federal laws regarding non-discrimination in the workplace.
- c. Proposers shall describe their intended process for conducting background and reference checks, and where necessary and permitted under California law, the prohibition from employment, of all employees (executive, administrative, managerial, supervisory, field providers, etc.), who fail a background check on any of the following areas:
  - i. Criminal history background checks
  - ii. Driving history checks (for employees who operate any vehicles of Contractor)
  - iii. Any offenses or instances of conduct as set forth in California Health and Safety Code Section 1798.200
  - iv. OIG Exclusion checks (OIG List of Excluded Individuals and Entities)
- d. Proposers shall describe their process for ensuring that employees are free from the effects of illegal drugs, alcohol or other intoxicating substances in the performance of their duties.
- e. Proposers shall describe their process for pre-employment drug testing, physical agility testing and related pre-employment testing of potential employees.

- f. SEMSC believes that turnover in EMS clinical staff is costly and potentially disruptive to the quality and continuity of EMS care in Solano County. Accordingly, Contractor should provide compensation, benefits and a workplace experience that reduces and minimizes, to the extent possible, attrition/turnover among its EMS field provider staff. Contractor shall describe its process for monitoring and reporting to SEMSC no less than semi-annually, data regarding its retention of staff and attrition/turnover among its EMS practitioner staff. The Contractor is expected to achieve a benchmark of <20% annual voluntary turnover among its full-time EMS field provider staff (e.g., EMTs and paramedics).<sup>34</sup> <sup>35</sup> Annual turnover rates in excess of this benchmark may warrant further action by SEMSC.
- g. Proposers shall take appropriate steps to ensure that all EMS field provider staff (EMTs and paramedics) assigned to furnish EOA services (whether 911/emergency or interfacility ambulance services) in Solano County are well-rested and not unduly fatigued when on duty. Accordingly, Contractor shall afford to all EMS field providers a minimum of 8 hours off duty between scheduled shifts, and shall not schedule for work any EMS field staff who have been on duty for an outside employer less than 8 hours prior to the start of their scheduled shift with Contractor. Contractor shall not schedule employees for shifts in excess of 16 hours in length unless Contractor demonstrates, to the satisfaction of the EMS Agency Administrator, that EMS field employees are posted in an area of the County where demand affords sufficient opportunity for rest periods between calls.
- h. Contractor shall provide 24-hours a day on-duty supervisory coverage within Solano County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters. Proposers shall also specifically describe how its supervisors are able to monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and to ensure that on-duty employees are operating in a professional and competent manner.
- i. Proposers shall be required to describe their process for ensuring that personnel make all reports required under California law of child abuse and neglect, elder and dependent adult abuse and domestic violence (including intimate partner violence or abuse to the extent authorized or

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<sup>34</sup> Patterson, P, et al., *The longitudinal study of turnover and the cost of turnover in EMS*, Prehosp. Emerg. Care, 2010: 14(2), 209-221.

<sup>35</sup> Avesta Systems and the American Ambulance Association, *2018 Ambulance Industry Employee Turnover Study*, May 1, 2018.

permitted by law).<sup>36</sup> All reporting standards and practices shall be in accordance with the standards developed by the California Department of Social Services.

- j. Proposers shall describe their efforts to foster a culturally diverse workplace, specifically including its plan to recruit and retain qualified EMS practitioners from historically underrepresented demographic and ethnic populations.
- k. Proposers shall ensure that all paramedic personnel are trained and, where applicable, possess current and valid certifications in the following specific areas (all such courses subject to approval by SEMSC):
  - i. Trauma Life Support – PHTLS, ITLS or an equivalent trauma training program as approved by SEMSC
  - ii. Pediatric Advanced Life Support (PALS)/Pediatric Education for Prehospital Personnel (PEPP) or equivalent pediatric training as approved by SEMSC
  - iii. Advanced Cardiac Life Support
  - iv. Additional EKG training, satisfactory to SEMSC, regarding the acquisition and interpretation of 12-lead EKGs for ST elevation
- l. Proposers shall ensure that all EMT personnel are trained and, where applicable, possess current and valid certifications in the following specific areas (all such courses subject to approval by SEMSC):
  - i. CPR/BCLS
  - ii. Trauma Life Support – PHTLS, ITLS or an equivalent trauma training program as approved by SEMSC
- m. Proposers shall describe their plan for providing training to all of their EMS field providers and supervisors (ALS and BLS) on the following areas:
  - i. Mass casualty incident/disaster response

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<sup>36</sup> California Department of Social Services, <http://www.cdss.ca.gov/inforesources/Adult-Protective-Services>

- ii. Active shooter incidents and tactical EMS response
  - iii. Hazardous material incident response and awareness
  - iv. Incident Command Training/National Incident Management System training as required by SEMSC
  - v. New hire orientation that specifically includes reference to the clinical standards and performance requirements of the Contract
  - vi. Behavioral emergency training, including training on preventing the escalation of potentially volatile situations
  - vii. Proper infection control practices and the proper utilization of personal protective equipment
- n. Proposers shall describe their plan for ensuring that all EMS practitioners receive all required continuing education (CE) hours, and shall describe their plan for ensuring the accuracy and integrity of all CE education and recordkeeping, including its process for ensuring attendance at required CE and verifying the accuracy of the records of the personnel in attendance.
  - o. Proposers shall describe their plan to provide employees with access to stress management, suicide prevention resources and professional counseling services.
  - p. Proposers shall describe their plan to provide adequate comfort facilities for their posted employees which shall include, at a minimum, a climate controlled environment, adequate seating, a toilet and sink, a microwave, desk and task chair and other amenities designed for the comfort and convenience of posted employees.

## **2. Personnel Changes**

Proposers are hereby notified that SEMSC, in conjunction with its Medical Director and Physicians Forum Committee, may, during the term of the Contract, modify policies, procedures and/or protocols related to the personnel issues identified herein. Contractor input shall be included in any such modifications.

## **G. Revenue Cycle Management, Compliance and Financial Practices**

### **1. Core Requirements**

SEMSC expects the Contractor to adhere to its approved rate schedule, and to utilize commercially reasonable billing and collection practices that are compassionate and fully compliant with all applicable laws, regulations and payment policies. Proposers must address the following Core Requirements regarding their billing, collections and revenue cycle management and compliance practices:

- a. Proposers shall describe their financial hardship criteria and hardship waiver policy, as well as a user-friendly waiver request process, by which individuals can request financial hardship consideration for any self-pay account or portion thereof which they may be unable to pay. Contractor may take reasonable measures to verify and document financial hardship as a condition of granting a full or partial waiver of financial responsibility. All such policies are subject to review and approval by SEMSC.
- b. Proposers shall describe their policy for the referral of delinquent patient accounts to collection agencies for collection action. All collection practices must be compliant with the provisions of state and Federal law, and Contractor may contract only with a properly licensed and bonded collections agency for this purpose. Contractor may not threaten or take any collection actions with regard to Medi-Cal patients, Qualified Medicare Beneficiaries (QMBs) or other patients who qualify as indigent under the Contractor's financial hardship eligibility guidelines.
- c. Proposers shall describe their revenue cycle management process, including whether coding, billing, claim submission, posting and follow-up activities are performed in-house or outsourced. Contractor shall be permitted to subcontract its billing, coding, claim submission and related revenue cycle management functions, subject to review and approval by SEMSC. Contractor shall be responsible to provide a copy of all current such contracts and amendments to SEMSC.
- d. Contractor is solely responsible for its billing and coding practices. By the submission of a Proposal in response to this RFP, Contractor agrees to defend, indemnify and hold harmless Solano County, SEMSC, and their employees, agents, consultants and attorneys, from any and all liability, fines, and other consequences from any failure by the Contractor to comply with applicable laws, regulations and payor policies as pertaining to billing and reimbursement for services provider under the Contract.



- e. Contractor shall describe its plan for utilizing the services of qualified coders and billers to submit claims for services provided under the Agreement (whether such services are furnished in-house or outsourced). Coders and billers processing claims for services provided under the Agreement must be certified by an external, national body that certifies ambulance coders and billers. Acceptable certifications include either the Certified Ambulance Coder (CAC) program (National Academy of Ambulance Compliance), the Certified Professional Coder (CPC) program (National Academy of Professional Coders) or an equivalent external certification program approved by SEMSC. Proposers shall submit evidence of biller/coder certifications in the Proposal, or describe their plan for obtaining certification for their billers/coders within one year of the start date of the Agreement.
- f. Proposers shall describe their compliance program which shall, at a minimum, adhere to the Compliance Program Guidance for Ambulance Suppliers as published by the Office of Inspector General (OIG), U.S. Department of Health and Human Services.<sup>37</sup> In addition, Proposers shall describe their methods of assessment and evaluation of the effectiveness of their compliance program, including principles set forth by the OIG for evaluating compliance program effectiveness.<sup>38</sup>
- g. Contractor's sole compensation under the Contract shall be the fee-for-service revenue it earns for the provision of services. All charges must adhere to Contractor's SEMSC-approved rates. Contractor shall be entitled to an annual increase in its approved charges not to exceed the amount of the average annual percentage increase in the CPI-Medical Care, San Francisco Metropolitan Area, for the twelve (12)-month period preceding the annual anniversary date of the Contract. In the event this annual average CPI figure is zero or negative, the Contractor shall not be entitled to an automatic increase in charges.
- h. In the event changed circumstances substantially impact costs of providing services under the Contract or there are substantial reductions in revenue caused by factors that are beyond the control of the Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances above and beyond the automatic adjustments referenced above. No

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<sup>37</sup> Office of Inspector General, *Compliance Program Guidance for Ambulance Suppliers*, 68 Federal Register 56, 14245, March 24, 2003. <https://oig.hhs.gov/fraud/docs/complianceguidance/032403ambulancecpgfr.pdf>

<sup>38</sup> Health Care Compliance Association and Office of Inspector General, *Measuring Compliance Program Effectiveness: A Resource Guide*, March 27, 2017, <https://oig.hhs.gov/compliance/101/files/HCCA-OIG-Resource-Guide.pdf>

adjustments to patient fees will be allowed during the first twelve (12) months after the commencement of the Contract. If the Contractor believes a rate adjustment is warranted, it may apply to the EMS Agency Administrator for the rate adjustment to be effective on or after the first anniversary of the Agreement. The application must be submitted at least sixty (60) days prior to the requested effective date. Any such application must be accompanied by a full description of the reason(s) for the request, along with an income statement, balance sheet and any additional records or documentation as may be requested by SEMSC. Failure to provide any such documentation requested by SEMSC may result in denial of the request. The EMS Agency Administrator shall review the application and forward a recommendation to the SEMSC Board, which shall have authority to approve or deny such requests.

- i. Contractor shall maintain separate financial records for its Solano County operations and all records shall be maintained in accordance with generally accepted accounting principles. With reasonable notification and during normal business hours, the EMS Agency Administrator or the Administrator's designee shall have the right to review any and all business records including financial records of Contractor pertaining to the Contract and services furnished thereunder, or to determine the accuracy and validity of Contractor's Proposal. All records shall be made available to SEMSC at the Contractor's Solano County office or other mutually agreeable location. SEMSC may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, claims and related billing documents, personnel and other records, daily logs and employment agreements.
- j. Contractor shall, on an annual basis no later than ninety (90) days following the anniversary date of the Contract, submit to SEMSC independently and externally audited financial statements, as well as documentation regarding its financial reserves, and current information regarding the good standing of its nonrevocable line of credit and required performance security.
- k. The Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HITECH Act, and regulations promulgated thereunder by the U.S. Department of Health and Human Services to facilitate implementation of HIPAA. Proposers shall describe their HIPAA compliance program, including mandatory HIPAA training of all members of the Proposer's workforce and its process for identifying and

responding to breaches of protected health information, including the steps it will take to notify affected individuals and to mitigate the effects of such breach on patients and other affected parties.

- l. The Contractor shall fully cooperate with a qualified entity, as chosen by the EMS Agency Director, to conduct an independent claims review on an annual basis utilizing a random sample of Contractor's Medicare claims. Contractor shall bear the cost for the annual independent random claims review, at a cost not to exceed \$15,000 per audit. The claims reviewer shall submit its report directly to the EMS Agency Director. In the event the audit determines a claim error rate, as defined by the Office of Inspector General (OIG) in excess of 5%, Contractor shall submit a corrective action plan to the EMS Agency Director describing its plan for reducing the error rate, and in such case, Contractor shall submit to an additional independent claims review of a Statistically Valid Random Sample (SVRS) of Medicare claims by the independent qualified claims reviewer, in addition to the annual claims reviews, and bear the costs of such additional SVRS claims review. These remedies are in addition to any other remedies that SEMSC might possess under the Contract. Contractor shall refund all identified Medicare overpayments within the time frame established under Federal law.
- m. Contractor, prior to entering into any contract, agreement or arrangement which may affect its deployment, adherence to performance standards, Contract compliance, or financial viability, shall submit any such arrangement, contract or agreement to SEMSC for approval.
- n. Proposers shall be required to submit regular financial reports, no less frequently than every six (6) months, to SEMSC that, at a minimum, include the following:
  - i. Gross charges
  - ii. Total revenue collected
  - iii. Charges, transport volume and revenue by payor
  - iv. Charges, transport volume and revenue by HCPCS code and origin/destination modifiers
  - v. Dollar amount of overpayments refunded, by payer, including credit balances refunded to patients

- vi. Dollar amounts of hardship waivers granted
- vii. Aging accounts receivable report, by payor
- viii. Other data or reports that may be specified in SEMSC policies or resolutions

## **2. Revenue Cycle Management, Compliance and Financial Practices Changes**

Proposers are hereby notified that SEMSC may, during the term of the Contract, modify policies, procedures, auditing and/or reporting requirements related to the Contractor's billing, compliance and financial management practices, based on any changes to state or Federal law, compliance requirements or other applicable billing, compliance or financial standards.

### **H. Disaster/Mass Casualty Incident Response**

#### **1. Core Requirements**

- a. Proposers shall describe their experience, capacity and overall plans regarding disaster and mass casualty incidents. Submission of a disaster plan is not required with the Proposal; instead, Proposers should describe their overall approach to their role in the event of a disaster/MCI in Solano County. This should include steps that Proposer would take to gather all available personnel, vehicles, equipment and resources in the event of a disaster or MCI.
- b. Contractor shall cooperate with SEMSC and other public safety agencies in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in SEMSC plans.
- c. In the event of a declared 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 of a declared disaster within the County, or in the event Contractor is directed to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and Contractor shall respond in accordance with the applicable disaster plan. Contractor shall use best efforts to maintain primary Emergency services and may suspend non-emergency services as required.

- d. At a multi-victim scene, Contractor's personnel shall perform in accordance with the appropriate SEMSC multi-victim response plan and within the Incident Command System (ICS).
- e. During a declared disaster, SEMSC 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 resources to its primary area of responsibility and shall resume all operations as required under the Agreement.
- f. Contractor shall assist SEMSC 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 shall have staff members trained and certified as Ambulance Strike Team Leaders.
- g. Contractor shall participate in SEMSC sanctioned exercises and disaster drills and other interagency training.
- h. Contractor shall maintain the current Disaster Medical Services Unit (DMSU) in Solano County in accordance with an agreement with the State EMS Authority.

## **2. Disaster/MCI Response Changes**

Proposers are hereby notified that SEMSC may, during the term of the Contract, modify policies, procedures and/or protocols related to the disaster/mass casualty issues based on state/Federal disaster response changes, available grants, changes in evidence or best practices, or other factors. Contractor input shall be included in any such modifications.

### **I. Provider/Public Education**

#### **1. Core Requirements**

- a. Proposers shall describe their plan for the training and continuing education of their clinical staff.
- b. Contractor shall provide in-house or sub-contracted in-service training programs designed to meet state and SEMSC licensure/certification

requirements at no cost to employees. All in-service and continuing education programs must comply with state regulations.

- c. The SEMSC Medical Director may mandate specific continuing education programs and content requirements, and SEMSC may review and audit any continuing education programs offered by the Contractor.
- d. Contractor shall describe its process to target educational content to address local system needs.
- e. Proposers shall describe their process for public education on topics including, but not limited to, appropriate 911 utilization, CPR training and other topics which may improve the public health, safety and welfare of the citizens of Solano County.

## **2. Provider/Public Education Changes**

Proposers are hereby notified that SEMSC, in conjunction with its Medical Director and Physicians Forum Committee, may, during the term of the Contract, modify policies, procedures and/or protocols related to the provision of provider or public education based on its continuing review of peer-reviewed data, evidence-based standards, and evolving industry consensus-based best practices. Contractor input shall be included in any such modifications.

## VI. CONTRACTUAL PROVISIONS

### A. Liquidated Damages

#### 1. Compliance with Performance Standards

Contractor will be responsible to adhere to essential performance standards throughout the term of the Contract. Failure to do so will result in damages to SEMSC. Because such damages may be incapable of precise calculation, the following amounts have been established as liquidated damages for the various performance deficiencies set forth below. By submitting a Proposal, Proposer agrees that the liquidated damages set forth herein are reasonable and agrees to the payment of such liquidated damages upon SEMSC's determination of a deficiency in one or more applicable performance standards as set forth herein.

The SEMSC Medical Director shall make all final determinations of clinical deficiencies as set forth below. With regard to the clinical deficiency provisions set forth below, if a designated specialty receiving facility (i.e., STEMI, stroke or trauma) is on diversionary status and directs the ambulance to an alternate destination, no liquidated damages shall be assessed for failure to transport the patient to the appropriate destination.

Liquidated damages other than for those clinical deficiencies noted below shall be determined by the EMS Agency Administrator.

Contractor shall have the right to avail itself of the procedures set forth in SEMSC Resolution 11-001 for the appeal of liquidated damages determinations made by the SEMSC Medical Director and/or EMS Agency Administrator hereunder. Contractor is entitled to present evidence of extenuating circumstances in mitigation of a finding of a deficiency by the SEMSC Medical Director and/or EMS Agency Administrator and liquidated damages assessments may be reduced, stayed or suspended depending upon the mitigating evidence presented.

Assessed liquidated damages are due and payable within thirty (30) days of the date of final assessment. Interest shall be assessed as determined by SEMSC for payments made after thirty (30) days, and late or missed payments may constitute a breach of the Contract. An assessment shall be deemed final when either (1) the time for filing an appeal under Resolution 11-001 has passed with no appeal having been filed; or (2) the date of the final appeal determination upholding some or all of an assessment.

#### 2. 911 Response Deficiencies

Contractor shall pay liquidated damages in the following amounts for ambulance response deficiencies as set forth below.

- a. Delta/Echo calls with fractile response time performance of <90% but  $\geq$ 89%, per zone, assessed monthly: \$10,000
- b. Delta/Echo calls with fractile response time performance <89%, per zone, assessed monthly \$20,000
- c. Bravo/Charlie calls with fractile response time performance of <90%, assessed quarterly \$10,000
- d. Alpha calls with fractile response time performance of <90%, assessed semi-annually \$5,000
- e. Failure to respond, any 911 call or interfacility transport, assessed per call \$5,000

**3. Accreditation Deficiencies**

- Failure of Contractor to maintain CAAS accreditation, assessed per quarter: \$10,000

**4. Clinical Performance Deficiencies**

- a. Failure to perform 12-lead EKG on any patient with a chief complaint of chest pain or signs/symptoms of cardiac distress: \$1,000
- b. Failure to recognize an apparent STEMI on a 12-lead EKG tracing: \$1,000
- c. Failure to issue a STEMI alert prior to departing scene in a patient with an identified STEMI: \$1,000
- d. Failure to transport a STEMI patient to a designated STEMI center: \$1,000
- e. Failure to document a prehospital stroke score in accordance with approved SEMSC protocols on patients with chief complaint and/or signs/symptoms of possible stroke: \$1,000
- f. Failure to issue a stroke alert prior to departing scene in a patient with a positive prehospital stroke score: \$1,000



- g. Failure to transport a patient with a positive prehospital stroke score to a designated stroke center: \$1,000
- h. Failure to transport a trauma patient to an SEMSC-designated trauma center: \$1,000
- i. Failure to notify receiving hospital of a cardiac arrest prior to departing scene: \$1,000
- j. Failure to alert public safety dispatch centers of a mass casualty incident (>3 patients) within five (5) minutes of arrival on scene at any MCI incident: \$1,000
- k. Material non-compliance with SEMSC clinical protocols \$500

**5. Red Lights and Siren (RLS) Usage**

- a. Failure to document RLS usage/non-usage on a patient care report: \$50
- b. RLS usage in excess of 50% of all 911 responses; reviewed semi-annually: \$5,000
- c. RLS usage in excess of 5% during transport; reviewed semi-annually: \$5,000

**6. Employee Turnover**

Turnover among EMS practitioner staff (field EMTs/paramedics, excluding supervisory/management personnel) > 30%, assessed annually \$5,000

**7. Other Deficiencies**

In lieu of proceeding against Contractor for a breach of the Contract as set forth below, SEMSC may, at its option, instead assess liquidated damages for Contractor’s breach of any material obligations imposed upon Contractor under the Contract. Liquidated damages for such breaches of Contractor’s obligations other than the ones specifically set forth in this section shall be assessed in an amount not to exceed \$10,000 per breach. The assessment of liquidated damages pursuant to this provision does not constitute a waiver of any other remedies SEMSC may have available to it under the Contract or under the law.

## **B. Breach of Contract**

### **1. Breach Conditions**

Contractor's violation of any material terms, conditions or obligations as set forth in this RFP, as determined by the EMS Agency Administrator, SEMSC Medical Director and/or SEMSC, shall constitute a breach of contract. SEMSC shall, in the event of a breach, have all rights and remedies as set forth in this RFP, in the Contract, and under the law. As set forth above, SEMSC may also assess liquidated damages in lieu of pursuing an action against Contractor for breach. Failure of SEMSC to pursue an action for breach, or SEMSC electing to assess liquidated damages in lieu of an action for breach, shall not constitute of waiver of any of SEMSC's rights and remedies either under the Contract or under the law.

Without limiting the foregoing, the following shall constitute a breach of the Contract, in addition to any breach conditions that may be set forth in the Contract:

- a. Failure to maintain required insurance;
- b. Falsification, manipulation or misrepresentation of any data, information, reports or documentation supplied by Contractor in its Proposal, during the Contract negotiation process, or during the term of the Contract;
- c. Failure to provide continuous, real-time access to SEMSC staff to Contractor's ePCR and CAD software;
- d. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute;
- e. Response time deficiencies for 911, emergency, CCT and/or interfacility transports over three (3) or more consecutive assessment periods as set forth above;
- f. The submission of false or fraudulent claims to any insurer, payer or governmental health care program in violation of Federal laws or the laws of the State of California;
- g. A finding of an error rate >5% in the billing/coding audit as set forth in Section V(G)(1)(l) of this RFP;

- h. Failure of Contractor to perform its obligations under the Public-Private Partnership Agreement, including but not limited to failure to pay the participating cities pursuant to the PPP Agreement;
- i. Failure of Contractor to pay any assessed liquidated damages hereunder when due;
- j. Excessive and unauthorized scaling down of operations to the detriment of performance during any “lame duck” transitional period;
- k. Intentionally downgrading any EMD response codes;
- l. Contractor’s violation of any applicable local, state or Federal law, regulation, ordinance or requirement which poses a threat to the public, to patients, to SEMSC or others; and/or violation of any criminal statute by or on behalf of Contractor;
- m. Performance deficiencies for which liquidated damages may be assessed as set forth above;
- n. Failure of Contractor to maintain performance security as required in this RFP and/or under the Contract;
- o. Failure to employ key personnel in accordance with the requirements as set forth in this RFP;
- p. A pattern of operating and/or providing clinical care in a manner determined by the EMS Agency Administrator and/or SEMSC Medical Director to be contrary to the public health, safety or welfare;
- q. Exclusion from participation in any state or Federal health care program, including but not limited to Medicare and/or Medi-Cal, and/or loss of any license, permit or certificate necessary to do business and/or furnish the services under the Contract.

## **2. Breach Remedies**

In the event of a breach of contract, SEMSC shall have all rights and remedies afforded to it as set forth in this RFP, in the Contract, and/or at law, including the right to exercise its security interest in Contractor’s accounts receivable. Such remedies shall not be mutually exclusive. Failure of SEMSC to seek a particular remedy or exercise a right available to it shall not in any way constitute a waiver of SEMSC’s rights or remedies. The remedies available to SEMSC are cumulative and not to the exclusion of any rights that

SEMSC may have to seek damages and/or injunctive relief in a court of law or equity. By submitting a Proposal and/or entering into a Contract with SEMSC, the Proposer agrees that SEMSC may seek injunctive relief to prevent or correct any actual or imminent threat to the public health, safety or welfare by Contractor.

## **C. Emergency Takeover**

### **1. Right of Takeover**

In the event SEMSC 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 EMS Agency Administrator's opinion, such that public health and safety are endangered, SEMSC may exercise its right to an emergency takeover of the services Contractor is obligated to perform under the Contract and its right to take its security interest in Contractor's accounts receivable.

Prior to exercising its right of emergency takeover, SEMSC shall give Contractor notice and reasonable opportunity to correct any such deficiency or deficiencies. Following such notice and failure of Contractor to correct such deficiencies within a reasonable time as determined by SEMSC, the EMS Agency Administrator shall present the matter to the SEMSC Board, whether in a regular or special/emergency meeting. If the SEMSC 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 Board may exercise its right to an emergency takeover. The Board shall establish a specific date and time upon which such takeover shall commence.

Contractor shall cooperate fully with SEMSC and/or its designee to effect the emergency takeover within seventy-two (72) hours after a Board decision to execute the emergency takeover.

The Board is not required to establish in advance a date certain for the termination of such takeover period. The takeover period shall last no longer than SEMSC judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means SEMSC chooses. The SEMSC Board may delegate to the EMS Agency Administrator the authority to determine when the takeover period shall end.

### **2. Delivery of Vehicles, Equipment and Facilities by Contractor**

In the event of an emergency takeover, the Contractor shall deliver to SEMSC or its designee ambulances, supervisor vehicles, backup or reserve vehicles, supplies and associated equipment, including reserves, and possession of all stations/post locations, used in performance of the Agreement. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with SEMSC Policies and Procedures and the terms and provisions of this RFP

and the Contract.

Contractor shall deliver ambulances, dispatch and communications system, facilities, stations and post locations to SEMSC in mitigation of any damages to SEMSC resulting from the Contractor's breach. During SEMSC's takeover of the ambulances and equipment, SEMSC and Contractor shall be considered Lessee and Lessor, respectively. SEMSC as Lessee shall pay to Contractor as Lessor the sum of one dollar (\$1.00) per month per vehicle and per facility/station/post location that SEMSC elects to utilize during the takeover. Such lease payments shall also cover all portable equipment, supplies, radios, etc. in Contractor's vehicles and facilities. SEMSC may elect to utilize any or all of Contractor's vehicles, equipment and/or facilities.

SEMSC shall have the right to authorize the use of vehicles, equipment and facilities by a substitute contractor. Should SEMSC require a substitute contractor to obtain insurance on equipment, or should SEMSC choose to obtain insurance on vehicles/equipment, the Contractor shall be named as an additional insured on the policy.

Contractor shall, during the emergency takeover period, immediately notify SEMSC of any transfer, sale, or purchase of vehicles used to provide services hereunder. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within three (3) days of the Board's decision to exercise its rights to an emergency takeover.

### **3. Execution of Necessary Documents**

Contractor shall execute any necessary documents within seventy-two (72) hours of the Board's decision to execute the emergency takeover to facilitate SEMSC's ability to take possession of and/or utilize any of the vehicles, equipment, supplies or facilities assumed in the emergency takeover, and to be able to bill and/or receive reimbursement for services as set forth below.

### **4. Billing and Reimbursement During Emergency Takeover**

All funds remitted by third-party payors, insurers, patients or other financially responsible parties for services provided on or after the time and date of the takeover through the end of such takeover period shall constitute SEMSC property and any such funds received by Contractor for services rendered during the takeover period shall be immediately remitted by Contractor to SEMSC or its designee in accordance with written directions furnished to Contractor by SEMSC.

Until such time as provider enrollment privileges with Medicare, Medi-Cal or other payors are obtained in the name of SEMSC or its substitute contractor, services during the period of any takeover shall be deemed to have been provided by Contractor, with SEMSC or its designee acting as subcontractor, and invoices for services provided during such

period shall be submitted under the name and provider number of Contractor. Contractor shall remit funds received in accordance with the above paragraph. SEMSC may, at its option, direct Contractor to undertake the billing functions, or may obtain the services of a contractor to furnish said billing services.

Upon SEMSC or its substitute contractor securing provider enrollment privileges, Contractor shall not submit any bills, charges or invoices for services provided during the takeover period.

## **5. Termination of Takeover Period**

SEMSC (or the EMS Agency Administrator if the Board delegates this authority) may unilaterally terminate a takeover period at any time and return facilities, vehicles and equipment to the Contractor. Upon the specified date and time for termination of the takeover period, Contractor shall resume all responsibilities for the performance of services under the Contract.

SEMSC shall reasonably cooperate with Contractor to execute any necessary documents to facilitate Contractor's resumption of services under the Contract.

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

## **6. Non-Exclusivity of Remedies**

Nothing herein shall preclude SEMSC from exercising any other rights and remedies it may have under the RFP, Contract or the law. SEMSC shall, without limiting the foregoing, have the right to payment of performance security obtained hereunder. SEMSC may also recover from the Contractor any expenses or damages occasioned by Contractor's breach of the Agreement and/or SEMSC's exercise of its rights of emergency takeover.

Contractor shall not be precluded from disputing SEMSC's findings or the nature and amount of SEMSC's damages, if any, through litigation; however, such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by SEMSC.

Failure on the part of the Contractor to cooperate fully with SEMSC to effect a safe and smooth takeover of operations shall itself constitute a breach of the Agreement, even if it is later determined that the original declaration of breach by the Board was made in error.

## **7. Waiver of Injunctive Relief**

By submitting a Proposal and entering into an Agreement with SEMSC for the provision of ambulance services hereunder, Contractor specifically waives the right to seek or obtain injunctive or other equitable relief to prevent an emergency takeover as provided herein.

### **D. Order of Precedence**

In the event of a conflict between the terms of this RFP, the Contract and Contractor's Proposal, the conflicting terms shall be interpreted in a manner that first gives precedence to the language of the Contract, then to this RFP, and then to Contractor's Proposal.

### **E. Financially Distressed EMS System**

SEMSC may determine, based on information reported by Contractor, and/or from other sources, that Contractor is at imminent risk of financial insolvency or otherwise lacks the financial resources necessary to carry out its obligations under the Contract. Upon making such a determination, SEMSC may declare a Financially Distressed EMS System. Such a declaration shall permit SEMSC to delay, stay and/or waive any fees, liquidated damages assessments, damages or other assessments which may be due by Contractor.

In addition, Proposers are hereby notified that upon declaring a Financially Distressed EMS System, SEMSC may implement changes to its EMS system configuration, response time requirements or other performance standards or Contractor obligations, including Contractor's obligations under the Public-Private Partnership Agreement, if SEMSC determines that the financial burden associated with such obligations has rendered Contractor financially unstable or at risk of insolvency.

### **F. Contract Modifications**

SEMSC and Contractor may negotiate and implement changes to the Contract, even if inconsistent with the terms of this RFP, where SEMSC has determined that such changes are necessary for clinical, financial or operational reasons and are in the best interests of patient care and/or the Solano County EMS System.

### **G. Subcontracting**

Except as expressly permitted herein, the Contractor shall not subcontract any of its responsibilities for the provision of services under the Agreement to any other individual or entity. Any subcontracts permitted under the Contract are subject to review and approval by SEMSC.

## **H. Contract Evaluation and Assessment**

During the initial sixty (60) day period of any Contract that may be awarded under this RFP, the EMS Agency Administrator and/or the Administrator's designees will meet with the Contractor to evaluate Contractor's performance and to identify any issues or potential problems. SEMSC reserves the right to determine, at its sole discretion, whether Contractor has complied with all terms of the Contract and whether any problems or potential problems with Contractor's performance were evidenced which make it unlikely (even with possible modifications) that such services have met SEMSC requirements.

If, as a result of such determination, SEMSC concludes that it is not satisfied with Contractor, Contractor's performance under any awarded Contract and/or Contractor's services as contracted for therein, the Contractor will be notified of Contract termination effective forty-five (45) days following notice. The EMS Agency will have the right to invite the next highest ranked Bidder to enter into a contract. The EMS Agency also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

## **I. "Lame-Duck" Provisions**

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

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

- Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to another organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
- Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement or placing an undue burden on the subsequent contractor;
- SEMSC 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. SEMSC shall not



unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period; and

- Should SEMSC 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.

#### **J. Right to Enter and Inspect**

Upon reasonable advance notice, SEMSC staff shall be permitted to enter and inspect any facilities, headquarters, stations, post locations, vehicles or other places used for the provision, billing, payment or administration of services under the Contract, and SEMSC may inspect and copy any records, documents and/or data necessary to facilitate its oversight, Contract administration or other activities permitted of a Local EMS Agency under the law. Contractor shall facilitate and assist in SEMSC's exercise of its rights hereunder, and any effort by or on behalf of Contractor to impede, delay or obstruct SEMSC's rights to enter, inspect and/or copy hereunder shall constitute a breach of the Contract. In the event of an imminent threat to public safety, health or welfare, SEMSC may dispense with reasonable advance notice requirements hereunder.

#### **K. Independent Contractor Relationship**

The parties' relationship shall at all times be that of an independent contractor and not an employee/employer or principal/agent relationship. Nothing in this RFP or the Contract is intended to create a joint venture between Contractor and SEMSC and/or Solano County.

Nothing in the Contract or this RFP shall create any right or remedies in any third party.

In the event that Contractor or any employee, agent or subcontractor of Contractor providing services under the Contract is determined by a court or agency of competent jurisdiction to be eligible for public retirement benefits, back wages and/or overtime or other compensation of any kind as an employee or joint employee of Solano County, Contractor shall indemnify, defend and hold harmless SEMSC and Solano County for the payment of any such amounts or contributions, as well as for the payment of penalties and interest on such amounts or contributions, which would otherwise be the responsibility of Solano County and/or SEMSC.

**L. Indemnification and Consent to Jurisdiction**

To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County, SEMSC and the officers, agents, employees, consultants and attorneys of Solano County and SEMSC 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 any participating PPP City or their officers, agents, employees, volunteers, contractors, etc. in rendering services under the Agreement and/or under any PPP agreement. Contractor shall notify SEMSC immediately in writing of any claim or damage related to activities performed under the Agreement. The Contractor shall cooperate with SEMSC and Solano County in the investigation and disposition of any claim arising out of the activities under the Agreement.

Contractor shall consent to the exclusive jurisdiction of the Courts of the State of California or a federal court in California in all actions and proceedings between the parties arising under the Contract or this RFP. Venue shall exclusively lie in Solano County, California, and the laws of the State of California shall apply without regard to conflicts of laws principles. By submitting a Proposal, Contractor expressly agrees to these provisions.

**M. Non-Discrimination**

Contractor shall provide all services under the Contract 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.