



Revision to ASR and/or Exhibits/Attachments

Date: March 27, 2014

To: Susan Novak, Clerk of the Board of Supervisors

CC: County Executive Office

From: Mark Refowitz, Director, Health Care Agency *Mark Refowitz*

RE: Agenda Item(s) # S24A for the 4/1/14 Board Meeting

ASR Control #(s):

Subject: Ambulance Services RFP Policy Consideration

Explanation:

The Health Care Agency

Revised Recommended Action(s)

Make modifications to the:

Subject

Background Information

Summary

Revised Exhibits/Attachments (attached)

Please consider the updated RFP. Previous RFP was an outdated version.

Additional Information and/or Correspondence (attached)



COUNTY OF ORANGE
HEALTH CARE AGENCY

FINANCIAL AND ADMINISTRATIVE SERVICES
CONTRACT DEVELOPMENT AND MANAGEMENT



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DATE: April 25, 2014

TO: Interested Parties

FROM: County of Orange, Health Care Agency
Contract Development and Management

SUBJECT: Request for Proposals: 9-1-1 Emergency Ambulance Transportation Services

The County of Orange (County) Health Care Agency is seeking proposals from qualified ambulance service providers to provide 9-1-1 Emergency Ambulance Transportation Services to County residents.

If you are an ambulance service provider interested and capable of providing the requested services by contract with the County, please carefully review the Request for Proposals and submit your proposal as directed in the "Proposal Preparation Instructions."

This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a proposal, nor will the County pay for any costs associated with the preparation of any proposal.

Bidders submitting a proposal must electronically upload their proposal in PDF format, via BidSync. In order to be considered, proposals must be submitted no later than 4:00 P.M. PST on Friday, May 23, 2014. Hard copy proposals will not be accepted.

All questions regarding this solicitation, other than those to be answered at the Bidders' Conference, are to be posted online via the BidSync Question and Answer (Q&A) section. Bidders are expected to thoroughly read through the entire solicitation before posting questions. It is up to each individual bidder to determine if they meet the eligibility requirements to submit a proposal identified in Section I.B., and other sections of the solicitation if applicable; HCA does not provide assistance in this matter beyond the requirements stated. Responses from HCA will be posted as promptly as possible. The Q&A section will be closed to new questions on **Friday, May 16, 2014 at 4:00 P.M. PST.**

A Bidder's Conference (conference) has been scheduled to answer questions you may have regarding this solicitation. **Attendance at the conference is mandatory in order for an ambulance service provider to be eligible to submit a proposal.** It is the responsibility of each individual to ensure sufficient time is allowed to find parking and enter the conference timely. **No one will be admitted later than ten (10) minutes after the start of the conference, and all attendees must remain until the conference ends; no exceptions.**

Interested parties are to submit, in writing, any questions about the solicitation they would like answered at the conference to Christine Bavaro-Sutton, Procurement Administrator, at the email address below, no later than three (3) business days before the conference. The conference will be taped and answers to questions will be posted on BidSync following the conference. Verbal answers at the conference are not binding on the County. Any questions after the conference are to be submitted through the solicitation's BidSync Q&A section as directed above. An RSVP is required no later than three (3) days before the conference, to Christine Bavaro-Sutton at the email address below.

Bidders, directly, or indirectly through others, are to strictly follow the directions above for questions regarding this solicitation. During the entire solicitation process, **no** County employee may be contacted for questions or information regarding this solicitation, directly via email and/or telephone, or indirectly through attendance at a meeting, etc. Any breach in this directive will be considered a breach in confidentiality, and your proposal will be rejected; **no exceptions.**

CONFERENCE DAY/DATE: Tuesday, May 6, 2014
TIME: 2:00 P.M. – 3:00 P.M. PST
WHERE: Commission Hearing Room
333 W. Santa Ana Blvd.
Santa Ana, 92701
EMAIL QUESTIONS: csutton@ochca.com

If you know of any qualified ambulance service providers that may be interested in this solicitation, please feel free to refer them to BidSync to view the solicitation. Your consideration of this solicitation is appreciated.

County of Orange
Health Care Agency



Request for Proposals
9-1-1 Emergency Ambulance
Transportation Services

Released
April 25, 2014

DRAFT - TO BE APPROVED BY OC EMS MEDICAL DIRECTOR

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Attachment I – Contracting Requirements/Attestation

Attachment II – Forms A-D

NOTE: Forms and attachments in PDF and/or Excel format are posted on BidSync as separate attachments to this solicitation.

A. PROPOSAL FOCUS AND BACKGROUND

The County of Orange (County) Health Care Agency (HCA) is seeking proposals from qualified ambulance service providers to provide 9-1-1 Emergency Ambulance Transportation and other related services within an Orange County (OC) Exclusive Operating Area (EOA). The primary goal of these services is to provide high quality Basic Life Support (BLS) medical care and ambulance transportation services to OC residents.

Enacted by the legislature in 1980, the Emergency Medical Services System (EMSS) and the Pre-hospital Emergency Medical Care Personnel Act (EMS Act) created a comprehensive statutory system governing pre-hospital emergency medical services for the purpose of achieving statewide coordination and integration of pre-hospital emergency medical services.

The EMS Act accomplishes this integration through a two-tiered system of state and county regulation. At the state level the Emergency Medical Services Authority (EMSA) is responsible for functions relating to the coordination of EMS throughout the state. At the county level, a designated local EMS agency (LEMSA) is responsible for the administration of emergency medical services and required to have a Medical Director that prescribes the medical management of the EMS system. In OC, the designated LEMSAs are the County's Emergency Medical Services (OCEMS) program.

Health and Safety Code §1797.224 authorizes OCEMS to create Exclusive Operating Areas (EOA), provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan. EOAs may be changed, adjusted, or redrawn by OCEMS at any time during the contract period. Unincorporated service areas are subject to annexation or incorporation at any time as determined by the OC Local Agency Formation Commission (LAFCO).

OCEMS has reconfigured the nineteen (19) individual EOAs (Table 1) into five (5) regional EOAs. The five (5) regions were created to assure state sanctioned anti-trust protection and provide uniform, reliable emergency ambulance services. The five (5) regional EOAs (Table 2) are medically feasible, financially viable, and allow for efficient resource utilization to maximize response times

The information in Table 1 and Table 2 below is based on data at the time of release of this solicitation. The information is provided for general purposes only and does not constitute any commitment by the County, nor does it guarantee any annual utilization of services.

The outcome of this solicitation will be the selection of one (1) bidder **for each** designated EOA region, with whom the County will negotiate an exclusive, performance-based contract with for the provision of the required services.

TABLE 1: Individual Orange County EOAs

EOA	City	Associated Unincorporated Areas
5	Cypress	
10	Irvine	John Wayne Airport (JWA), Irvine Sphere Of Influence
13	La Palma	
14	Los Alamitos	Rossmoor
17	Placentia	Brea Unincorporated, Tonner Canyon
19	San Juan Capistrano	Ortega Highway
21	Seal Beach	Bolsa Chica
22	Stanton	Midway City
23	Tustin	Cowan, Lemon Heights
24	Villa Park	Silverado Canyon, Orange/Olive Area
26	Yorba Linda	Chino Hills State Park
28	Laguna Hills	
29	Rancho Santa Margarita	Trabuco, O'Neill Park, Las Flores, Coto de Caza
30	Laguna Hills	
32	Aliso Viejo	Aliso Woods, Aliso Canyon
35	Laguna Woods	Newport Coast, Unincorporated Laguna Wilderness, Emerald Bay
38	Mission Viejo	
39	Dana Point	
42	Lake Forrest	Modjeska, Upper Trabuco/Cooks

TABLE 2: Regional Orange County EOAs - Call Volume (9/1/12 through 8/31/13)

REGION A (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
17	Placentia	2,369	294	662	524
26	Yorba Linda	2,817	350	724	686

REGION B (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
5	Cypress	2,084	275	583	614
13	La Palma	658	135	234	152
14	Los Alamitos	1,385	153	447	492
21	Seal Beach	3,011	523	787	915
22	Stanton	3,405	442	681	929

REGION C (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
10	Irvine	9,594	1,326	2,803	2,324
23	Tustin	4,992	698	1,455	1,384
24	Villa Park	254	51	179	95

REGION D (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
28	Laguna Hills	2,198	287	781	641
30	Laguna Niguel	2,840	340	960	807
32	Aliso Viejo	1,737	287	516	446
35	Laguna Woods	4,339	702	1,108	1,475
39	Dana Point	2,416	334	698	600

REGION E (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
19	San Juan Capistrano	2,389	274	769	644
29	Rancho Santa Margarita	2,645	341	788	606
38	Mission Viejo	5,819	1,064	1,680	1,424
42	Lake Forest	3,670	514	1,176	956

B. ELIGIBILITY TO SUBMIT PROPOSALS

To be eligible to submit a proposal for these services, the bidder must have attended the mandatory Bidders' Conference, and be licensed by the California Highway Patrol (CHP) and OCEMS by the time the proposal is submitted.

As part of this eligibility process, and in order to proceed to the proposal evaluation stage, HCA will be conducting an inspection of the bidder's proposed equipment, personnel, and facility to ensure they are capable of independently operating in each proposed EOA region, and that they meet all of the requirements of the solicitation. If the inspection concludes that the bidder's resources are not capable of independently operating in **any** proposed EOA region, or does not meet all of the solicitation requirements, the bidder's proposal, in its entirety, will be deemed non-responsive and will not proceed to the proposal evaluation stage. Therefore, it is the sole responsibility of each bidder to ensure that their proposed equipment, personnel, and facility are capable of independently operating in each proposed EOA region.

Bidders may submit a proposal for one (1) or more of the five (5) EOA regions, which may result in a bidder being awarded a contract for one (1) or multiple EOA regions.

To be eligible to contract with the County an individual or entity must not be listed on the current Cumulative Sanction List of the Office of the Inspector General (U.S. Department of Health and Human Services) or the General Services Administration’s list of parties excluded from federal programs, or the California Medi-Cal Suspended and Ineligible Provider List. **HCA will not review a proposal submitted by an individual or entity found to be on either list.**

HCA plans to use the following links to identify individuals and entities that are not eligible to contract with the County of Orange: <http://exclusions.oig.hhs.gov>, <https://www.sam.gov/portal/public/SAM/>, and Medi-Cal Suspension Search Database. Each bidder should verify that it is not on any list prior to preparing a proposal to submit in response to this solicitation. Correction of any errors found on either sanction list is the sole responsibility of the bidder and must be made prior to the day the proposal is submitted.

HCA requires all potential individuals and/or contract entities to self-disclose any pending charges or convictions for violation of criminal law and/or any sanction or disciplinary action by any federal or state law enforcement, regulatory or licensing agency or licensing body, including exclusion from Medicare and Medicaid programs.

During the term of the contract between the selected bidder(s) and the County, and in accordance with its existing provisions, if a selected bidder and/or an individual becomes an Ineligible Person, the selected bidder and/or individual shall be removed from any responsibility and/or involvement with County contracted obligations related to any direct and/or indirect federal or state health care programs and any other federal and state funds. An Ineligible Person is defined as any individual or entity who is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated into the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

The County does not require, and neither encourages or discourages, the use of lobbyists or other consultants for the purpose of securing business.

HCA reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other information available to HCA. This disqualification is at the sole discretion of HCA. Any bidder submitting a proposal herein waives any right to object to HCA’s exercise of this right, now or at any future time, before anybody or agency including, but not limited to, the County Board of Supervisors or any court of competent jurisdiction.

Causes for Disqualification

HCA in its sole, absolute and unfettered discretion will determine whether or not a bidder is qualified and responsive. This determination may be based on one or more of the following:

- Evidence of collusion amongst proposals.

- Lack of business skills or financial resources necessary to operate this business successfully, as revealed by either financial statements or experience statement.
- Lack of responsibility as shown by past work, references, or other factors.
- Bidder is in arrears or in default to County on any debt or agreement or defaults upon any obligation to County, or has failed to faithfully perform any previous agreement with County at HCA’s sole determination.
- Submission of a proposal that is late, incomplete, conditional, ambiguous, obscure, or which deviates from the specifications in this solicitation, or has irregularities of any kind.
- Other causes as HCA deems appropriate.

HCA’s determination as to whether a bidder is qualified and responsive will be based on the information furnished by the bidder in this solicitation, interview(s) with the bidder (if applicable), as well as from other sources determined to be valid by HCA. Award will not be made until after such investigations, as are deemed necessary, are made by HCA regarding the experience and financial responsibility of the bidder, which each bidder agrees to permit by submitting its proposal.

Proposals must be valid for a minimum of 180 days from the due date of this solicitation.

C. CONTRACT TERM

The County plans to contract with one (1) ambulance service provider for each designated EOA region to provide the subject services, which may result in an ambulance service provider being awarded multiple EOA regions. The initial term of the agreement resulting from this solicitation can be up to three (3) years and may be renewed for an additional term or terms so long as the aggregate of all terms do not exceed five (5) years in duration without a competitive bid process. Any renewal is contingent upon available funding, performance, need for services, and HCA policies.

The contracts awarded through this solicitation are anticipated to be performance-based, and each selected bidder will be part of a Master Agreement, which will require the selected bidder(s) 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 this solicitation with respect to prescribed performance requirements. In submitting a proposal, the bidder is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement and other performance results required. Failure to meet specified service standards will result in financial penalties and may lead to termination of the selected bidder’s contract.

D. EVALUATION OF PROPOSALS AND SELECTION OF PROVIDERS

An evaluation committee will be established consisting of representatives of the County and/or members of the community having direct medical and/or emergency transport job knowledge and expertise of the services described in this solicitation. The evaluation will consist of a thorough

review of the bidders' proposals and may include interviews and/or site visits with the bidders. The evaluation committee may request a bidder to provide additional information or documentation regarding its proposal, and such requests must be fulfilled by the bidder or its proposal will be rejected.

As part of the evaluation process, the County has the right to conduct a review and audit all business records and related documents of any and all bidders (including an affiliated or parent company), to determine financial stability; the adequacy, fairness, and reasonableness of the proposal; and to contact any and all client references.

Selection of a bidder for each OC EOA will be based solely on the highest proposal score as determined by the evaluation committee, subject to the policy limitation that no bidder shall be selected for more than three (3) OC EOAs. Following the review of proposals by the evaluation committee, the HCA Director or Designee, with concurrence of the OCEMS Medical Director, will approve a recommendation regarding the selection of a bidder(s). Award of a contract will not be effective unless and until it is authorized by the County of Orange Board of Supervisors.

Criteria

The following guidelines will be used in analyzing and evaluating proposals received in response to this solicitation. Members of the evaluation committee, in accordance with the following criteria, will evaluate all responsive proposals.

1. Administrative Review of Financial/Organization Stability.
2. Experience and Qualifications.
3. Performance Objectives.
4. Continuous Quality Improvement Processes.
5. Proposed Facility/Equipment.
6. Proposed Timeline.
7. Proposed Services.
8. Proposed Data Management
9. Proposed EMS Enhancements.

Each proposal should be complete and present a thorough understanding of the needs of the County in regard to its desire to provide the required services. The successful bidder must demonstrate in their proposal:

1. Commitment to the delivery of compassionate, timely, professional and efficient out-of-hospital medical care.
2. Continuous effort to detect and correct service level performance deficiencies, as determined by OCEMS, and to continuously upgrade the performance and reliability of the EMS system within their designated EOA.

3. Reliable clinical and response time performance, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training, continuing education, and prompt and definitive service level corrective actions plans.

The adequacy and experience of the bidder's key personnel is critical to the success of the program, and HCA will closely evaluate the personnel assigned to the program. HCA may check the references provided by the bidder for the purpose of validating claims made in each proposal.

Award

If proposing multiple EOA regions, and the bidder is selected to provide services in multiple regions, if during contract negotiations it is determined the selected bidder is not capable of providing services in any of the proposed multiple EOA regions, HCA in its sole, absolute and unfettered discretion has the right to negotiate and award a contract to the next highest scoring bidder, who is determined to be willing and capable of providing services for the affected region.

HCA expressly reserves the right to negotiate contract terms with a selected bidder prior to award, and reserves the right to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the bidder's best terms from a programmatic standpoint.

E. COUNTY'S RIGHTS

The County reserves the right to:

- Modify this solicitation.
- Cancel this solicitation at any time, in whole or in part.
- Accept any proposal as offered.
- Reject any or all proposals.
- Disqualify a bidder, or terminate a contract for false information submitted in response to this solicitation.
- Contract for all or some of the stated services.
- Based on the County's needs at the time of selection or during contract negotiations, modify the scope of service described herein.
- Waive, at its sole discretion, any procedural irregularity, immaterial defect, or other impropriety deemed reasonably correctable or not warranting rejection of the proposal.
- Ask bidders for additional documentation and/or information to further determine financial/organization stability.

F. PROTEST PROCESS

In the event a bidder believes that this solicitation is unfairly restrictive, ambiguous or contains conflicting provisions, the bidder may submit a grievance or protest.

Protest of Bid/Proposal Specifications

All protests related to a bid or proposal specifications must be submitted to HCA Contract Development and Management (CDM) no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County. In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, it must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

Protest of Award of Contract

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the "Notice of Intent to Award Contract" is provided by HCA CDM. Protests relating to a proposed contract award, which are received after the five (5) business day deadline will not be considered by the County.

Procedure

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protester.
2. The signature of the protester or the protester's authorized representative.
3. The name of the solicitation or number of the RFP.
4. A detailed statement of the legal and/or factual grounds for the protest.
5. The form of relief requested.

Written protests must be sent to:

County of Orange/Health Care Agency
Contract Development and Management
405 W. 5th Street, Suite 600
Santa Ana, CA 92701-4637
Attn: Interim Division Manager
FAX: (714) 834-4450

G. TIMELINE

Timeline dates are approximations only, and do not constitute any commitment or guarantee by the County.

Activity	Day	Date
RFP Released	Friday	April 25, 2014
Bidders' Conference	Tuesday	May 6, 2014
Proposals Due	Friday	May 23, 2014
Proposal Evaluation/Contract Award		May - July, 2014
Services Commence	Monday	September 1, 2014

H. CONFIDENTIALITY

Final proposals are public upon opening; however, the contents of all proposals, draft proposals, correspondence, agenda, memorandum, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until Notice of Intent to Award. Bidders should be aware that marking a document "confidential" or "propriety" in a final proposal may exclude it from consideration for award and will not keep that document from being released after Notice of Award as part of the public record, unless a court has ordered not to release the document. The content of all working papers and discussions relating to the bidder's proposal shall be held in confidence indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or the evaluation of the proposal. Any disclosure of confidential information by the bidder is a basis for rejecting the bidder's proposal and ruling the bidder ineligible to further participate. Any disclosure of confidential information by a city or county employee is basis for disciplinary action, including dismissal from employment. Total confidentiality is paramount; it cannot be over emphasized.

I. ADDENDUMS

HCA reserves the sole right to interpret or change any provision of the solicitation at any time prior to the proposal submission date. Any and all interpretations or changes will be in the form of a written addendum, which will be furnished to all bidders through the BidSync System. All addendums issued will become part of the solicitation and resultant agreement. Bidders hereby acknowledge their receipt of any addendum by being registered in the BidSync System and acknowledge it is the bidder's responsibility to check for, and read all addendums posted in the BidSync System.

Should such addendum require information not previously requested, HCA at its sole discretion, may determine that a time extension is required for the submission of proposals, in which case an addendum will indicate the new proposal submission date.

J. CONTRACT TERMS AND CONDITIONS

The successful bidder(s) may be required to attend a post-award meeting with HCA for discussion of the terms and conditions of the contract. HCA staff will coordinate any such meeting(s). HCA

reserves the right to clarify any contractual terms with the concurrence of bidder; however, any substantial non-conformity in the proposal as determined by HCA, will be deemed non-responsive and the proposal rejected. Any contract resulting from this solicitation will contain the entire contract between HCA and the bidder relating to this requirement and will prevail over any and all previous contracts, proposals, negotiations, purchase orders, or master agreements of any form.

K. INSURANCE REQUIREMENTS

Insurance coverage and limits for the awarded contracts will vary based upon the identified services and will be determined during contract negotiations. The baseline amounts are as follows:

COVERAGE	MINIMUM LIMITS
Comprehensive General Liability with broad form Property damage and contractual liability	\$3,000,000 combined single limit per occurrence. \$5,000,000 aggregate.
Automobile Liability, including coverage for Owned, non-owned and hired vehicles	\$3,000,000 per occurrence. \$5,000,000 aggregate.
Workers' Compensation Employer's Liability	Statutory \$1,000,000 per occurrence
Professional Liability	\$3,000,000 per occurrence. \$5,000,000 aggregate.
Sexual Misconduct Liability	\$1,000,000 per occurrence
Performance Security Bond	\$1,250,000

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 0001, or a substitute form providing liability coverage at least as broad.
2. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a) An Additional Insured endorsement using ISO form CG2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
 - b) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3. The business Auto Liability coverage shall be written on ISO form CA 0001, CA 0005, CA 0012, CA 0020, or a substitute form providing coverage at least as broad. Coverage for owned, non-owned, and hired vehicles must be indicated on Certificate of Insurance.
4. The Workers' Compensation policy must include a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.
5. The insurance company providing coverage must have and maintain at minimum the following ratings based on the most current edition of the Best's Key Rating Guide/Property-Casualty/United States (ambest.com):

- a) A- (Secure A.M. Best's Rating).
 - b) VIII (Financial Size Category).
6. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) verifiable at: ([http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)).
 7. Self-Insured Retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate as such on the Certificate of Insurance with a 0 by the appropriate line of coverage.
 8. All insurance policies required by the agreement shall give the County thirty (30) calendar days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.
 9. The performance bond requirement may be secured by one of the following methods, or a combination thereof.
 - a) Performance Bond issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County, that the bidder is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the bidder or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
 - b) Irrevocable Letter of Credit, issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that the bidder is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the bidder or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

The performance bond or irrevocable letter of credit furnished by the bidder in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. The bidder shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the bidder shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.

Failure of the bidder to meet these requirements after the bidder has been selected, and prior to the contract start date, shall result in forfeiture of the bidder's contract award.

Prior to the provision of services, the successful bidder(s) will be required to purchase all insurance at the above minimum standards at bidder's expense, and to deposit with the County Certificates of Insurance including all endorsements necessary to satisfy the provisions identified above.

If Self-Insured, the successful bidder(s) will be required to provide a Certificate of Self-Insurance that meets at minimum, the requirements identified above.

DRAFT - TO BE APPROVED BY OCEMS MEDICAL DIRECTOR

A. TARGET POPULATION

9-1-1 Emergency Ambulance Transportation Services shall be provided to all persons requiring emergency medical treatment and ambulance transport within designated County EOA regions, including areas requiring mutual aid response.

B. FUNCTIONAL RESPONSIBILITY

Selected bidder(s) shall provide the required services, in accordance with California Health and Safety Code Sections 1797 et seq., Orange County Ordinances, and all regulations promulgated there under including any amendments or revisions thereof. All costs associated with the services referenced herein, shall be the sole responsibility of the selected bidder, unless otherwise stated.

In performing the required services, selected bidder(s) shall work cooperatively with OCEMS, which shall include the OCEMS Medical Director and/or any other OCEMS employee or designee.

Selected bidder(s) are expected to perform 9-1-1 Emergency Ambulance Transportation Services to the complete satisfaction of OCEMS, which shall include, but not be limited to:

1. Basic Services

- a) Provide services continuously around-the-clock and without interruption throughout the term of the contract.
- b) Provide services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
- c) The Contractor's Proposal will be retained and incorporated into the contract by reference, except in the case of any conflicting provisions, the provisions contained in the contract shall prevail.
- d)

2. Service Description

- a) Provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in each awarded EOA region at the 9-1-1 BLS level, twenty-four (24) hours per day, seven (7) days a week.
- b) Provide the required services in each EOA region, as the sole ground ambulance service provider, as authorized by contract with the County.

C. MEDICAL ADMINISTRATION

1. Medical Oversight

The OCEMS Medical Director provides medical control and management of the Emergency Medical Services system through ongoing planning, design, development, evaluation and direction of system wide Emergency Medical Services.

Participate in pilot or research studies that OCEMS may authorize. Service standards may be waived in the event conflicting standards are established for the pilot program. Any such pilot program must be approved by OCEMS. Participation in the pilot program(s) shall be in addition to the other services described in this solicitation.

2. Continuous Quality Improvement (CQI) Plan

Selected bidder(s) shall be required to develop and implement a CQI Plan that includes and assures, but is not limited to:

- a) Compliance with the terms of the contract, minimum performance standards, and rules and regulations.
- b) Compliance with process measurements and process improvements that integrate with the OCEMS CQI Plan.
- c) Compliance with effective administration and management of clinical performance (patient care activities), response time performance, driver performance, dispatch performance, and for all other BLS service levels, and regular evaluation thereof, to include operational, administrative and procedural activities of the system; accurate determination of training needs of individuals and the system as a whole; and identification and reporting of significant patient care issues to the base hospital and/or the OCEMS Medical Director.
- d) Include CQI indicators, which shall be measured by all system participants, and may be developed in collaboration with the base hospitals, 9-1-1 ALS providers, and OCEMS. Indicators shall be based on current California EMSA Core Measures, EMS data analysis, research, and call demand.
- e) Participate in and comply with the OCEMS CQI committees and audit processes.

3. Minimum Clinical Levels and Staffing Requirements

a) Ambulance Staffing Requirements

- (1) Ambulance service providers rendering the required services shall be staffed at a minimum, with two (2) California certified and OC accredited EMTs equipped to render 9-1-1 emergency ambulance level care and transport.

(2) Ambulance personnel rendering the required services, shall throughout the term of the contract, be licensed, accredited and credentialed as appropriate to practice in OC, and shall maintain evidence of current/valid licenses and/or certifications. OCEMS certification/licensure requirements may be downloaded from the OCEMS website. (www.healthdisasteroc.org/ems)

b) Training Requirements

At a minimum, ensure ambulance service personnel receive the following training and/or certifications, which shall be in addition to training defined in State and OCEMS policies: :

(1) Organization and EMS System Orientation and On-Going Preparedness

Provide proper orientation to all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include, at a minimum, ambulance service provider policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the ambulance service provider, base hospital, receiving hospitals, and County communication centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

(2) Preparation for Multi-casualty Incident

Provide training to all ambulance personnel and supervisory staff in their respective roles and responsibilities under OCEMS policy, and prepare them to function in the medial portion of Incident Command System. The specific roles of these individuals and other public safety personnel shall be defined by relevant plans and command structure.

(3) Driver Training

Develop and maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into ambulance operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be reviewed and approved by OCEMS, initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

(4) Infection Control

Create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves etc.). Develop and strictly enforce policies for infection control, cross

contamination and soiled materials disposal to decrease the chance of communicable disease exposure.

D. OPERATIONS

Selected bidder(s) shall be required to meet the following operational expectations, core requirements, and activities:

1. Service Operations

Selected bidder(s) shall have exclusive rights to all 9-1-1 emergency ambulance calls originating in their awarded EOA region(s); however, there are areas on the periphery of the EOA regions where the nearest 9-1-1 emergency ambulances may be located in an adjacent jurisdiction. In the interest of obtaining the quickest ambulance to the patient, OCEMS may approve the use of these closer 9-1-1 emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid Agreements with the ambulance service provider responding from the neighboring EOA region.

2. Dispatch Operations

- a) Establish a dispatch system, which shall be approved by OCEMS, to provide backup dispatch services as may be necessary, for disaster incidents or other circumstances that impair the operation of the primary 9-1-1 dispatch center.
- b) Ensure 24/7 operation of the EMS dispatch system utilizing qualified personnel and supervision.

3. Response Time Performance Requirement

Successful performance of the required services shall in part be based on a commitment to conform to the Response Time Standards set forth herein. Response Times are a combination of dispatch, operations, and field operations; therefore, an error in one phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of the selected bidder(s).

Response Times shall be measured in minutes and integer seconds, and shall be “time stamped” by the selected bidder’s computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical zones that will be used for Response Time monitoring, reporting, and compliance purposes. Response Times originating from within an EOA region shall meet specific performance standards, of which, a monthly compliance rate of ninety percent (90%) in each code priority and geographical zone is required (Table 3).

a) Call Classifications

- (1) Code 2 - emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.
- (2) Code 3 - emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.

b) Geographical Zones

- (1) Metro/Urban zones are areas with a population density greater than one hundred (100) persons per square mile.
- (2) Suburban/Rural zones are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.
- (3) Wilderness zones are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74.

TABLE 3: Response Time Compliance Requirements

Geographical Zone	Code Priority	Compliance Rate	Time in Minutes
Metro/Urban	Code 3	90 %	≤ 10:00
Metro/Urban	Code 2	90 %	≤ 15:00
Suburban/Rural	Code 3	90 %	≤ 20:00
Suburban/Rural	Code 2	90 %	≤ 25:00
Wilderness	Code 3	90 %	≤ 30:00
Wilderness	Code 2	90 %	≤ 40:00

4. Response Time Measurement Methodology

Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 3. The Response Time measurement methodology employed can

significantly influence operational requirements for the EMS system. The following measurements are applicable:

a) Call Receipt Time

“Response Time” begins at “Call Receipt”, which is when the dispatch center receives adequate information to identify the location and priority level of the call, or sixty (60) seconds after the call is answered, whichever is less.

b) At Scene Time

“At Scene” time means the moment the first 9-1-1 emergency ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the patient and notifies dispatch that it is fully stopped. Only the arrival of a transport capable emergency ambulance shall constitute “At Scene”. This does not include supervisory or other non-transport capable units. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials, violent crime incidents, non-secured scenes, gated communities/complexes, wilderness locations), arrival “At Scene” shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient’s location.

c) Response Time

“Response Time” is the interval, in exact minutes and seconds, between the “Call Receipt” time and “At Scene” arrival time, or is cancelled by an OCEMS recognized public safety agency.

d) Failure to Report “At Scene” Time

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

e) Calculating Upgrades, Downgrades, Turn-around and Cancelled Responses

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

(1) Upgrades

If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority), compliance and liquidated damages shall be calculated based on the shorter of:

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

For example, a call is initially dispatched as Code 2 and is upgraded to Code 3. The applicable Response Time requirement shall be the shorter of the Code 2 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade plus the Code 3 Response Time.

(2) Downgrades

If a call is downgraded prior to arrival on scene (e.g. Code 3 priority to Code 2 priority), compliance and liquidated damages shall be determined by:

- (a) If the time of the downgrade occurs after the higher priority Response Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or
- (b) If the time of the downgrade occurs before the higher priority Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall apply.

(c) Reassignment En Route

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

(d) Canceled Calls

If an assignment is canceled prior to arrival on the scene, compliance and liquidated damages will be calculated on the elapsed time from dispatch to the time the call was canceled.

f) Response Times Outside Primary Service Areas

Selected bidder(s) shall not be held accountable for Response Time compliance for any assignment originating outside the County. Responses to request for service outside the County shall not be counted in the total number of calls used to determine compliance.

g) Each Incident/Separate Response

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

h) Response Time Compliance for Individual Emergency Response Zones

Response Time requirements for the three (3) geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all three (3) geographical zones, are included in the calculation of non-compliance liquidated damages for emergency responses.

i) Equity in Response Times

- (1) OCEMS recognizes that equity in Response Times is largely based upon call and population densities within the EOA regions. In developing Response Time Standards, OCEMS uses the three (3) geographical zones for Response Time compliance measurement.
- (2) OCEMS may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the Suburban/Rural or Wilderness zones become equal to or greater than the call density to the adjacent Metro/Urban zone, then that area shall be considered for reclassification for Response Time compliance.
- (3) Selected bidder(s) shall report to OCEMS each month, its response time performance in the existing ambulance zones. Chronically poor response time performance in any of the zones will result in the selected bidder being required to modify its deployment plans to achieve consistent performance. Chronically poor performance is defined as failure to meet response time performance in any (3) three consecutive months or any four (4) out of twelve (14) consecutive months. Failure to achieve consistent performance in any of these areas may result in these areas being used for compliance measurement and application of liquidated damages, rather than the countywide performance measure described previously. OCEMS reserves the right to look at any area of the County to identify if there are pockets of poor Response Time performance and refer such findings to the selected bidder for mitigation.

5. Response Time Exceptions and Exception Requests

Selected bidder(s) shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. It is understood that from time to time unusual factors beyond a reasonable control may affect the achievement of specified Response Times Standards. In the monthly calculation of performance to determine compliance with the Response Time Standards, every request from a recognized public safety agency originating from within County shall be included, except as follows:

a) Multi-casualty Disaster

Response Time requirements may be suspended at the sole discretion of OCEMS during a declared multi-casualty incident, medical advisory or disaster in OC, or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

b) Good Cause

(1) OCEMS may allow exceptions to the Response Time Standards for good cause, as determined at their sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and there must have been a demonstration of a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, unusual system overload; incorrect or inaccurate dispatch information received from the public safety agency or calling party; disrupted voice or data radio transmission (not due to equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls (patients' location is greater than ten (10) road miles from the nearest boundary of the wilderness zone) or off-road locations.

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

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

c) Exception Request Procedure

(1) It is the selected bidder's responsibility to apply to OCEMS for an exception to a required Response Time. If it is felt that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond a reasonable control, detailed documentation for each actual response in question shall be provided to OCEMS with a request to exclude the runs from calculations and liquidated damages. Any such request must be in writing and received by OCEMS within twenty (20) business days of the end of the month of occurrence.

(2) A request for an exception received after the twenty (20) business days will not be considered. OCEMS compliance and review committee will review each exception request and make a decision for approval or denial. Any appeal of the decision must be

submitted, in writing, to the OCEMS Medical Director within ten (10) business days after the committee's decision. All decisions by the OCEMS Medical Director shall be considered final.

- (3) At the sole discretion of OCEMS, calls with extended Chute Times (time interval from dispatch to ambulance en route) of more than two (2) minutes may be excluded from consideration as exceptions.

6. Response-Time Performance Reporting Procedures and Penalty Provisions

a) Response Time Performance Reporting Requirements

(1) Documentation of Incident Response Time Intervals

Selected bidder(s) shall document all times necessary to determine total ambulance Response Time, including but not limited to, time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time.

OCEMS will use the CAD database for the analysis and determination of response times. Selected bidder(s) may not make changes to times entered into CAD after the event; only OCEMS may make adjustments to reported CAD times. The selected bidder may request changes from OCEMS when errors or omissions are discovered. OCEMS has sole discretion whether changes to times are acceptable.

Other times may be required to document specific activities such as arrival at patient side, administration of treatments and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report (PCR) and in CAD system.

(2) Response Time Performance Report

OCEMS shall analyze and evaluate CAD data within twenty-five (25) business days following the end of each month, for the determination of Response Time non-compliance; and monitor Response Time data on an ongoing basis to evaluate performance. Selected bidder(s) shall self-monitor Response Time Data as follows:

- (a) Use Response Time data in an on-going manner to evaluate performance and compliance with Response Time Standards, in an effort to continually improve Response Time performance levels.
- (b) Identify the cause(s) of performance failures, and document efforts to eliminate the problems on an on-going basis.
- (c) Provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

b) Liquidated Damages Provisions

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. Severe or chronic deviations of Response Time compliance may constitute a breach of performance standards, which may be subject to the following liquid damage penalties.

(1) Liquidated Damages for Failure to Comply with Response Time Requirements

Selected bidder(s) shall pay OCEMS liquidated damages each month when they fail to comply with the Response Time requirements. Response Times shall be assessed for each call in each zone and within each code of response that exceeds the Response Time requirements. Liquidated damages for late responses increase according to the number of minutes the emergency ambulance is delayed past the mandated response, which shall accrue for all calls each month with no maximum penalty (Table 4).

In the event the selected bidder fails to report any or all times necessary to calculate Response Time, and when Response Time is not verifiable by other reliable means, the selected bidder shall pay OCEMS a liquidated damages assessment of \$250 for each occurrence.

TABLE 4: Per Call Response Time Liquidated Damages

Late	Liquidated Damages
0.01 – 1 minute	\$5
1.01 – 2 min	\$10
2.01 – 3 min	\$20
3.01 – 4 min	\$50
4.01 – 5 min	\$70
5.01 – 6 min	\$90
6.01 – 7 min	\$110
7.01 – 8 min	\$140
8.01 – 9 min	\$160
9.01 – 10 min	\$180
10.01 – 15 min	\$200

15.01 – 20 min	\$250
20.01 – 30 min	\$300
30.01 – 60 min	\$600
> 60 min	\$10,000

(2) Failure to Respond

In the event the selected bidder does not respond with an ambulance to an emergency medical call, the liquidated damages assessed shall begin at \$10,000 per incident. Failure to respond is defined as any call request made for 9-1-1 emergency ambulance transport for which the selected bidder fails to dispatch and/or no ambulance responds within one (1) hour of call receipt.

Prior to imposition of liquidated damages, OCEMS shall conduct an investigation of the incident. Disruption in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate contract cancellation.

(3) Performance Credits

For each designated EOA region in which the Response Time Standard exceeds ninety percent (90%) in each calendar month, performance credits shall be applied against the total liquidated damages for Per-Call Late Arrival Assessments, as referenced in Liquidated Damages for Failure to Comply with Response Time Requirements. For the purpose of performance credits, Response Time compliance for each calendar month shall be based on the overall average of all Response Times for all code priorities and geographical zones for that month. Performance credits shall be allocated each calendar month (Table 5).

TABLE 5: Performance Credits

% Compliance	Credit
91-92%	10%
92.01-93%	20%
93.01-94%	30%
94.01-95%	50%
95.01-96%	65%
96.01-97%	75%
97.01-98%	80%
98.01 +	90%

(4) Zone Non-Compliance

Selected bidder(s) is expected to meet overall Response Time compliance of ninety percent (90%) in each zone, within each code of response, for each month. Failure to meet this requirement shall be deemed in breach of contract:

- (a) In the same response zone for any two (2) reporting periods in any six (6) consecutive months; and/or
- (b) In the same response code category for any two (2) reporting periods within any consecutive six (6) month period.

In addition to the per call response time liquidated damages for late responses, liquidated damages shall be assessed on an escalating scale when response time compliance falls below ninety percent (90%) for any zone or response code within a given month (Table 6).

Failure to meet response time requirements for at least ninety percent (90%) of responses each month for three (3) consecutive months, or four (4) months in any contract year shall be considered a breach and may result in removal of the selected bidder and forfeiture of performance bond.

All Zone Non-Compliance liquidated damage amounts shall be paid each month by the selected bidder within thirty (30) business days of receipt of invoice from OCEMS unless otherwise stipulated.

TABLE 6: Liquidated Damages for Zone Non-Compliance

Zone Performance	Damages
89%	\$2,000
88%	\$4,000
87%	\$6,000
86%	\$8,000
85% and less	\$10,000

(5) Excessive use of Instant Aid/Mutual Aid

Selected bidder(s) may utilize Instant Aid/Mutual Aid support from approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely emergency medical services are rendered to person in need of such services within those areas.

Instant Aid/Mutual Aid support shall not be depended on regularly to cover designated EOA regions. In the event the selected bidder utilizes Instant Aid/Mutual Aid support from a specific agency more than 200% of the Instant Aid/Mutual Aid support that it provides the specific agency, the selected bidder shall pay OCEMS \$250 per response over the 200% threshold. Selected bidder may also be subject to liquidated damages

based on Response Time non-compliance and uncollected amounts due to the emergency ambulance service providing the Instant Aid/Mutual Aid support (Table 7).

TABLE 7: Liquidated Damages for Contractor Excessive Instant Aid/Mutual Aid

Description	Fee	Payee
Use of other ambulance service (public or private) for 9-1-1 emergency ambulance response.	\$250 per occurrence when exceeds 200% of Instant Aid/Mutual Aid support that it provides the specific agency	County: EMS Trust Fund net thirty (30) business days from occurrence
	Applicable response time fines to a specified EOA when incurred by Instant Aid/Mutual Aid ambulance service's response.	County: EMS Trust Fund net thirty (30) business days from occurrence
	\$250 per occurrence if patient is uninsured or does not pay a "reasonable and customary" bill for service issued by the responding 9-1-1 emergency ambulance provider within six (6) months of date of service	9-1-1 Emergency Ambulance Service used. Direct payment by selected bidder.

(6) Additional Liquidated Damages

OCEMS may impose financial penalties for other breaches, and may impose a fine of up to \$500 per incident for any breach not specifically addressed in Table 8.

TABLE 8: Additional Liquidated Damages

Breach Event	Criteria	Penalty
Failure to provide timely operational reports	Operational and Response Time reports due on specific date after close of month	\$50 per report, per day, received after specified due date
Failure to accurately complete ePCR within specified time	Accurately complete ePCR for each patient care interaction within specified time	\$50 per instance when patient care records are not accurate and completed within established time. \$100 per day for every ePCR not completed within 24 hours of patient delivery
Failure to ensure equipment and supplies on board	All emergency calls shall be responded to by a 9-1-1 emergency ambulances	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not prepared

or emergency ambulance	stocked with equipment and supplies	with equipment and supplies required for patient care
Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	\$50 per report or data submission, per day, received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	\$100 per report, per day, received after specified time frame
Failure to respond to an emergency request for a response from a County public safety agency	Respond to all official requests for a response from County public safety agencies	Minimum \$10,000 for each failure to respond to an official call
Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee

(7) Penalty Disputes

Selected bidder(s) may appeal to OCEMS, in writing, within twenty (20) business days of receipt of notification of the imposition of any penalty or penalty calculation. OCEMS shall review all such appeals and make a decision to eliminate, modify, or maintain the appealed penalty. Should the selected bidder desire to appeal the OCEMS decision, a written request must be submitted to the OCEMS Medical Director within ten (10) business days. All decisions by the OCEMS Medical Director shall be considered final.

c) Fleet Requirements

Selected bidder(s) shall provide all appropriate vehicles, fuel, oil, maintenance and any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California ambulance equipment standards. The bidder's proposal must clearly demonstrate, for each proposed OC EOA, that their fleet has the ability to operate as a standalone fleet, and independently from each proposed OC EOA.

(1) Emergency Ambulance Vehicles

- (a) Provide Modular (type III) dual real wheeled ambulances for the provision of the required services. Each vehicle used shall have no more than 100,000 miles at the start of contract.
- (b) Develop and maintain policies regarding fleet size and standardization, as well as a fleet maintenance program that addresses how ambulance maintenance is tracked, improved, and how vehicle failures are minimized.

(2) Quantity of Vehicles

- (a) Selected bidder(s) may be required by OCEMS to expand the total number of ambulances available for use within the EOA region(s) and/or the total number of ambulances regionally available for use within the EOA region(s), if response time requirements are not consistently being met or if the EOA region(s) experience a significant call volume increase.
- (b) On an ongoing basis, maintain the number of 9-1-1 emergency ambulances equipped and fully staffed and operational that represent at least 130% of the peak staffing level. For example, if the peak number of ambulances is five (5), then a fleet of at least seven ambulances ($5 \times 130\% = 6.5$ rounded to 7) must be maintained. If a fraction is derived when multiplying the peak number of units by 130%, the number shall be rounded up to the next whole integer. (e.g., 6.5 would be rounded to 7).

(3) Inspection

- (a) OCEMS shall conduct scheduled and unscheduled inspections of ambulances, maintenance facilities, and maintenance records. Manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation shall be made available to OCEMS during inspections.
- (b) Develop and maintain an automated or manual maintenance program and record keeping system. Maintenance records shall be available to OCEMS for analysis and inspection, and shall be maintained for two (2) years.

(4) Daily Maintenance

- (a) Maintain daily maintenance of ambulance vehicles, which shall include, but not be limited to, the checking of tire pressure and condition, coolant, oil, fuel levels, and electrical system condition.
- (b) At the beginning of each shift, all ambulances shall have sufficient 9-1-1 emergency ambulance equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements under normal circumstances, which includes normal restocking during the shift.

(5) Ongoing Maintenance

- (a) Maintain all vehicles and equipment in excellent condition. Comply with or exceed the maintenance standard outlined in the Accreditation of Ambulance Services Standards published by the Commission on Accreditation of Ambulance Services. Failure to service and maintain all ambulances and equipment pursuant to the manufacturer's suggested maintenance program shall be deemed a breach of contract and cause for immediate contract termination.

- (b) Ensure the availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations pursuant to the standards set forth herein. Sufficient supplies and equipment (excluding fuel, lubricants and repair items) needed to sustain local operations for a minimum of fifteen (15) days at its main operation location or its materials and supplies distribution center is required.
- (c) Replace, immediately, any vehicle or equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the standards described herein.
- (d) Provide OCEMS with the name and location of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the maintenance records; and the name and location of the electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems), and the name of the person knowledgeable of the maintenance records.

(6) Supervisor Vehicles

At a minimum, one (1) staffed field supervisor vehicle shall be in service in each EOA region at all times. The vehicle type and markings shall be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles shall be capable of towing 24-foot trailers with an estimated GVW of 10,000.

(7) Automatic Vehicle Locator

Provide, install, and maintain an automatic vehicle locator system in the ambulance dispatch center and in emergency vehicles. Such system shall be integrated with the CAD System. Existing computer interfaces for such integration may be utilized if all equipment is compatible.

d) Coverage and Dedicated Ambulances, Use of Stations/Posts

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. OCEMS neither accepts nor rejects selected bidder's level of effort estimates; rather OCEMS accepts the commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required to meet the requirements of this solicitation. Ambulance resources shall be deployed in a manner consistent with this goal.

E. EMERGENCY RESPONSE COMMUNICATION SYSTEMS

1. Compliance with Laws

- a) Prior to the contract start date, install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch

response system, hereinafter referred to as Emergency Response Communications System (ERCS), according to the terms, conditions, and requirements contained herein.

- b) ERCS must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the contract.
- c) All 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications and requirements, as applicable.

2. Communications Requirements

Comply with the following requirements concerning the installation, use, operation, and maintenance of their Emergency Response Communications System:

- a) Prior to the contract start date, have any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the ERCS, which is necessary to provide the required services.
- b) Provide documentation describing in detail the operational design for the ERCS and methods proposed for dispatching ambulances.
- c) ERCS must be operated and maintained twenty-four (24) hours per day, seven (7) days per week.
- d) Dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted twenty-four (24) service.
- e) Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-1 ALS Provider Emergency Communications Center and the ambulance dispatch center

3. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)

The OC Sheriff-Coroner Department and OC Communications Division (OCC) currently serve as the central coordination point for the OC Emergency Response Communications System. As such, OCC operates, maintains, administers, and oversees the existing 800 MHz countywide Coordinated Communications System, which is the existing communications network that is responsible for providing emergency response system communications throughout OC, thereby, effectively linking emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within OC on a shared 800 MHz backbone County-wide Coordinated Communications System ("800 MHz C.C.C.S."). 9-1-1 ALS Providers are one of many participating and subscribing agencies to the 800 MHz C.C.C.S. Selected bidder's ERCS must be fully compatible with the 800 MHz C.C.C.S.

4. CAD Interface

Establish and maintain a Computer Aided Dispatch (CAD) interface, or other equivalent electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command Center (ECC), which may include, but is not limited to, hardware; software; and telecommunications lines that meet 9-1-1 ALS Provider specifications.

5. System Upgrades

Upgrade the ERCS with comparable and compatible technology to upgrades made to 9-1-1 ALS Provider or County ERCS.

6. Vehicle Communications 800 MHz Mobile Radio

All emergency ambulance vehicles licensed in OC must comply with OCEMS policies and directives related to communication requirements. These include, but are not limited to:

a) 800 MHz Mobile Radio

Install and maintain an OCEMS approved 800MHz mobile radio in the front passenger area (with a remote head in the rear patient area) of each ambulance that will be used to provide the required services.

b) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain 800 MHz mobile radios in conjunction with the 800 MHz C.C.C.S.

c) Comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures.

d) Ensure 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier, and are configured to send status and message data compatible with 9-1-1 ALS Provider SmartNet Information Management Systems (SIMS) or similar systems, and includes a 9-1-1 ALS Provider approved and issued Motorola DEKbox with 8 status/message keys to transmit unit status (e.g., en route, on scene, and available status functions). Collaborate with 9-1-1 ALS Provider in configuration of the SIMS system to enable the feature on all radios enabled on the 800 MHz C.C.C.S.

e) 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S., and OCEMS specifications and requirements.

7. Mobile Data Computer System

Install and maintain an OCEMS and 9-1-1 ALS Provider approved and issued mobile data radio and necessary equipment and software to support the mobile data radio at the dispatch

center, for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status.

8. UHF Med Radio

Install and maintain a dedicated UHF Med Radio capable of continuous operation on Med 9, for purposes of communicating current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

9. Web Based Communications Application

Install a web-based communication application at the dispatch center for hospital status, required assessments and messages, and MCI coordination (e.g. ReddiNet or other systems that can replicate ReddiNet).

10. OC Medical Emergency Data System (OC-MEDS)

Utilize the OC-MEDS electronic patient care record (ePCR) software for documenting patient care, and ensure inter-operability with 9-1-1 ALS providers, emergency receiving hospitals, and other applicable providers.

a) Service Administrator Requirements

- (1) Designate at least one OC-MEDS Service Administrator. OCEMS also recommends designating two (2) additional individuals to serve as alternates.
- (2) The OC-MEDS Service Administrator shall manage the day to day operational needs as it pertains to OC-MEDS, and shall be the primary point of contact for OCEMS for any OC-MEDS related issues.

b) Technical Requirements

- (1) Establish and maintain CAD integration with OC-MEDS, which shall include a one-way data push from the CAD system to OC-MEDS with real time updates upon each status change.
- (2) Supply and maintain computer hardware required to support ePCR documentation within OC-MEDS.
- (3) Establish and maintain continuous mobile internet connectivity in each response vehicle. Mobile internet connectivity (aka Mobile Hot Spot) shall be available for use by EMS first responders, 9-1-1 ALS providers, and other public safety entities.

c) ePCR Compliance and Training

- (1) Accurately complete an ePCR on every patient to include all information required by OCEMS and established in Title 22, Division 9, Chapter 4, Article 8, Section 100700.
- (2) Ensure the ePCR is posted to OC-MEDS upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures.
- (3) Provide an electronic or hard copy ePCR to the emergency receiving center for each patient.
- (4) Provide initial and continuing OC-MEDS ePCR education and training for employees who will be documenting in OC-MEDS.

F. FACILITIES, SUPPLIES AND EQUIPMENT

Provide all facilities, equipment, material, and supplies, as well as any other resources deems necessary to provide the required services; maintain a neat, clean, and professional appearance of equipment and facilities; ensure all equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment; and shall use the same or compatible patient care equipment as standardized 9-1-1 ALS provider agency equipment.

1. Standard Inventory

- a) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA service areas.
- b) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.00 Section 300), an automated external defibrillator shall be carried and stocked at all times on each ambulance providing services.

2. Facilities

Provide at least one (1) facility with a physical location of appropriate size in each designated EOA for crew comfort, vehicle re-supply and cleaning, personnel management and communications. Facilities are subject to inspection by OCEMS at any time without notice.

G. PERSONNEL

1. Management Team

- a) Management team, at a minimum, shall include senior members having no less than five (5) years' experience supervising a 9-1-1 transportation service, in a primary or back-up capacity, of similar size and population to the EOA region(s).

- b) Changes in executive, operations, and clinical management/leadership staff shall be communicated to OCEMS, in writing, within ten (10) business days of the effective date of the change.

2. EMS Liaison

Designate an EMS Program Liaison, who may also be the operations manager, division manager or similar position. The EMS Program Liaison shall have an overall grasp of the entire operation, be responsible for overall day-to-day operations, perform information review and gathering, and report generation and analysis. Responsibilities shall include, but not be limited to:

- a) Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable EMS and/or public safety agencies within the EOA.
- b) Participate in EMS System Stakeholder Committees and task force groups. At a minimum, provide representation at applicable base hospital meetings, quality assurance forums and other ancillary meetings required by OCEMS (e.g., REAC, County Paramedic Agency Committee).

3. Field Supervision

OCEMS recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs, and desires that these personnel and operational supervisory responsibilities do not displace the provision of direct clinical supervision of the caregivers. Minimum requirements and duties for this position are:

- a) Provide 24 hours a day, on-duty supervisory coverage within the designated EOA region(s). An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.
- b) Ensure the individual has the ability to monitor, evaluate, and improve clinical care provided by their personnel, and ensure that on-duty employees are operating in a professional and competent manner.
- c) Individual shall not be assigned to a 9-1-1 emergency ambulance unit.
- d) Individual shall have a minimum of one (1) year experience in providing 9-1-1 emergency ambulance transport, and shall have successfully completed ICS 100, 200, 300 & 400, NIMS 700 & 800.

4. Personal Safety Equipment

- a) Provide personal safety equipment for all employees in accordance with applicable federal and state laws and standards. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

- b) Personal safety equipment shall comply with State EMSA Guideline 216 regarding recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels of Personal Protective Gear, 29CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated to 9-1-1 emergency transportation, including:

- (1) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS Standards)
- (2) Hard hat, Work Helmet Blue.
- (3) Leather gloves.

5. Internal Health and Safety Program

- a) Implement multiple programs to enhance the safety and health of the work force, which shall include driver-training, safety, and risk management training.
- b) Develop and maintain an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including pre-employment drug screening and random alcohol and drug testing. Any employee found working under the influence of alcohol or drugs must be immediately removed from performing services under this solicitation.

6. Evolving OSHA and Other Regulatory Requirements

- a) It is anticipated, during the term of the contract that certain regulatory requirements, for occupational safety and health, including but not limited to, infection control, blood-borne pathogens and TB maybe increased. It is OCEMS' expectation that appropriate procedures shall be adopted that meets or exceeds the requirements for dealing with these matters.
- b) Make available at no cost to employees, all currently recommended immunizations including influenza vaccinations and TB skin test.

7. Staff Resources

Ensure that all personnel have access to support references and resources, which may include, but are not limited to:

- a) Employee Handbook that describes the organization's operational policies and procedures (P&Ps). A copy of the handbook shall be made available to OCEMS upon request.
- b) Access to and adherence to OCEMS P&Ps herein and upon all revisions. (www.HealthDisasterOC.org/EMS).
- c) Incident reporting P&Ps that include steps for reporting accidents and incidents that occur in the performance work duties. Incident reporting programs shall provide, at a minimum, a mechanism for reporting patient care, customer service, and operational related incidents.

- d) P&P related to field supervision, which shall address, at a minimum, training and education and oversight plans and procedures for the designated EOA region(s).
- e) P&P related to scene safety and personnel safety.

H. DATA MANAGEMENT

Selected bidder(s) shall provide, maintain, and adhere to the following:

1. Data and Reporting Requirements

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

a) Dispatch Computer

The dispatch computer utilized shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. In conjunction with OCEMS, establish procedures to automate the monthly reporting requirements not collected within CAD data.

b) Records

Complete, maintain, and provide to OCEMS, upon request, adequate records and documentation to demonstrate its performance compliance and aid OCEMS in improving, modifying, and monitoring the EMS system.

c) Monthly Reports

(1) Provide to OCEMS, within twenty (20) business days after the first of each calendar month, computer database data in an electronic format and reports pertaining to performance during the preceding month related to clinical, operational, and financial performance.

(2) Document and report to OCEMS, monthly, in writing, and on a form approved or provided by OCEMS, Response Time compliance and customer complaint/resolutions. Reports other than Response Time compliance and customer complaint/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than November 30 of the preceding year, OCEMS shall provide a list of required reports and their frequency and due dates. Reports shall include, at a minimum:

(a) Clinical

- Continuing education compliance reports
- Summary of clinical/service inquiries and resolutions
- Summary of interrupted calls due to vehicle/equipment failures

(b) Operational

- A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time
- A list of mutual aid responses to and from system

(c) Response Time Compliance

- A list of each emergency call dispatched for which the selected bidder did not meet the Response Time standard for each Emergency Response Zone and an explanation of why the response was late
- Canceled calls
- Exception reports and resolution

(d) Response Time Statistical Data

Within twenty (20) business days following the last day of each month, ensure that any Response Time statistical data not available within CAD are available to OCEMS in a computer readable format approved by OCEMS, and are suitable for statistical analysis for all ambulance responses originating from requests within the County.

(e) Personnel Reports

Ensure all licensed, certified, accredited and authorized staff is current and up-to-date in the OC-MEDS licensure system. Provide OCEMS a personnel list by January 31st of each year, which shall include names of all owners, executive leadership, management, and supervisors employed. The personnel list shall include, at a minimum, the name, address, telephone number of each person on the list.

(f) Other Reports

Provide other reports and records as may be required by OCEMS.

I. EMS SYSTEM AND COMMUNITY

1. Participation in EMS System Development

OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and mutual aid Response; therefore, selected bidder(s) shall be required to actively participate in service area and regional disaster preparation and response, including disaster drills and exercises, mutual and automatic aid agreements, and training.

2. Accreditation

Current CAAS Accreditation is preferred. If selected bidder(s) is not currently CAAS accredited, selected bidder(s) shall within twenty-four (24) months of the start of the contract, attain full accreditation as an ambulance service through the Commission on Accreditation of Ambulance Services (CAAS), and maintain accreditation through the term of the contract.

3. Handling Service Inquiries and Complaints

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

4. Patient Satisfaction Program

Implement a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS prior to implementation, and for all subsequent modifications and updates. The PSP may be developed and implemented in cooperation with the 9-1-1 ALS providers, and shall include, but not be limited to:

- a) Qualitative and quantitative assessments related to 9-1-1 ALS provider level care.
- b) Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

5. Public Education

Develop and implement public outreach/education programs to improve community health and education programs that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. Additionally, develop an annual training plan that includes a list of programs and associated objectives to be offered in the calendar year.

J. ADMINISTRATIVE PROVISIONS

1. Payments for Procurement Costs, County Compliance Monitoring, Contract Management and Regulatory Activities

EMSA has mandated the OC LEMSA to conduct this solicitation and to monitor the resulting contracts, and is thereby eligible for cost recovery from selected bidder(s) for these tasks. Selected bidder(s) shall not pass these OCEMS costs on to the patient.

- a) Selected bidder(s) shall reimburse OCEMS for a portion of its expenses related to conducting this procurement, monitoring and managing the contracts, provision of medical direction, and conducting periodic procurements. A one-time payment shall be due upon execution of the contract, which shall represent a portion of the estimated actual costs to OCEMS for conducting this RFP and monitoring the contracting process. The one-time payment totals \$50,000, and is prorated to each designated EOA region based on current transport volumes. (Table 7)
- b) Selected bidder(s) shall pay OCEMS the amount of \$13.33 per patient transport from calls originating from the 9-1-1 system. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first payment for this contract will be invoiced after the fourth quarter of calendar year 2014 and will include all calls occurring from the commencement of the contract

Table 7 One Time Contractor Payment

EOA Region	Cost
EOA- A	\$4,500
EOA- B	\$9,000
EOA- C	\$12,500
EOA- D	\$11,500
EOA- E	\$12,500
TOTAL	\$50,000.00

2. Accounting Procedures

a) Invoicing and Payment for Services

OCEMS shall render its invoice for any liquidated damages to the selected bidder within thirty (30) business days of OCEMS' receipt of the monthly performance reports, and after approval of the penalties determined. The selected bidder(s) shall pay OCEMS on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty (30) day period. If a dispute has not been resolved to OCEMS or the selected bidder's satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

b) Audits and Inspections

- (1) Maintain separate financial records for services provided through this solicitation, in accordance with generally accepted accounting principles. With reasonable notification

and during normal business hours, OCEMS shall have the right to review any and all business records including financial records pertaining to the required services. All records shall be made available to OCEMS at the selected bidder's OC office or other mutually agreeable location. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment contracts.

- (2) On an annual basis, provide OCEMS with audited financial statements by certified public accountants for ambulance operations in OC and/or separate business records of financial accounting of any other businesses that share overhead with the ambulance service operation.
- (3) Selected bidder(s) may be required by OCEMS to provide periodic reports in a format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

3. County License

OCEMS oversees ambulance services within the County. Pursuant to OCEMS policies, an ambulance company must obtain the appropriate ambulance service and vehicle permits and licenses.

OCEMS Policies and ambulance service applications can be found on the Orange County EMS website at www.healthdisasteroc.org/ems

4. Annual Performance Evaluation

OCEMS shall evaluate the performance on an annual basis, which may include, but not be limited to:

- a) Response Time performance standards assessed with reference to the minimum requirements in the Contract.
- b) Clinical performance standards assessed with reference to minimum contract requirements.
- c) Initiation of innovative programs to improve system performance.
- d) Compliance with information reporting requirements.

5. Service Rates

Selected bidder(s) shall adhere to the Service Rates below:

- a) Maximum BLS Service Rate

No more than the maximum OC Board of Supervisors approved BLS Service Rate may be charged to patients for the provision of the required services.

b) Maximum ALS Service Rate

The maximum ALS Service Rate may be charged for OC Fire Authority (OCFA), provided that emergency ALS services to patients transported either ALS or BLS were provided. For service calls in which ALS services are provided by OCFA to patients that are transported either ALS or BLS, the selected bidder(s) shall be responsible for charging and collecting the ALS Service Rate. No more than the maximum OC Board of Supervisors approved ALS Service Rate may be charged. The ALS Service Rate is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of July 1, 2013, the approved maximum ALS Service Rate is \$387.35 per transport.

c) ALS Reimbursement Rate for Medicare Patients

The ALS Reimbursement Rate for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons), that use Medicare rates as a basis for payment in full, shall be based on the Medicare allowed amounts.

(1) ALS-1 Emergency Services

The ALS Reimbursement Rate for ALS-1 emergency transports and ALS-1 emergency assessments with BLS transports for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans that use Medicare rates as a basis for payment in full, is the ALS Increment. The ALS Increment is defined as the difference between the Medicare allowed amount for a given ALS service (i.e., ALS-1 or ALS-2) and the Medicare allowed amount for BLS emergency services, prior to the twenty percent (20%) co-payment deduction.

(2) ALS-2 Services

The ALS Reimbursement Rate for ALS-2 services shall be the ALS Increment, as defined above.

(3) Annual Adjustments

The ALS Reimbursement Rate shall be reviewed annually by OCFA. The ALS Reimbursement Rate reimbursable to OCFA by selected bidder's for all ALS services provided to patients, excluding Medicare patients and patients covered under Medi-Medi or Medicare + Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. The current ALS Reimbursement Rate as of as of July 1, 2013 is as follows:

(a) ALS Reimbursement Rate is \$274.38 per transport with ALS services.

(b) ALS Reimbursement Rate for Medicare patients and patients with Medi-Medi or Medicare+Choice plans is ALS-1 or ALS-2 Increment.

d) Medical Supply Flat Reimbursement Rate

Selected bidder(s) shall reimburse OCFA for each BLS/ALS transport to cover OCFA's costs for providing expendable medical supplies. The Medical Supply Reimbursement Rate is a flat fee rate per transport, reviewed annually by OCFA, and is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of July 1, 2013, the Medical Supply Reimbursement Rate is \$30.65 per BLS/ALS transport.

e) Zero-Pay Patients

OCFA shall not require selected bidder(s) to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate, nor any portion thereof, for zero-pay patients. Zero-pay patients are calls for service to patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (e.g., Medi-Cal, CalOptima, California Child Services, Medical Services Network). Selected bidder(s) may seek relief from making the required reimbursement payments to OCFA by applying for a Zero-Pay Patient Exemption as provided below.

(1) Risk of Non-Payment

Except as provided otherwise herein, assume the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with performance, including all BLS and ALS charges incurred, as well as all ALS reimbursements and medical supply reimbursements.

(2) Medicare Patients

Selected bidder(s) may not charge Medicare patients more than the maximum Medicare rate.

f) Billing, Audit, and Access to Records

(1) Selected bidder(s) shall only bill for services according to the approved service rates and schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless approved in writing and in advance by OCEMS.

(2) Prior to the start of services, selected bidder(s) shall establish an auditable billing system approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient billing/records system shall be organized so that search and retrieval of all billing records can readily be made by OCEMS according to the following criteria:

- BLS
- Patient Name
- Chief compliant (billed)

- Response location including zip code
- BLS Transport
- ALS Assessment/BLS Transport
- ALS Escort
- 9-1-1 Responses without transport
- Day/Month/Year/Time
- Patient care record number

g) Accounting

Maintain accurate and complete records of all patient accounting in accordance with generally accepted accounting principles and practices consistently applied. Provide, at no cost to OCEMS, access to such records and information upon seventy-two (72) hours advanced written notice at all times during normal business hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such information. Records shall include but not limited to:

- Patient invoices
- All service charges
- All reimbursements
- All payments made to other providers
- Invoices, payments, and correspondence to and from private insurers, federal or state health care programs, responsible third parties, and OCEMS

h) Submission of Claims

Submit timely and accurate claims for services provide. A third party billing agent may be used for this purpose and must meet the requirements of this solicitation.

i) Monthly Payments to OCFA

All ALS reimbursements and medical supply reimbursements, as required in this Section, (hereinafter referred to as "Monthly Payments") must be promptly paid by Selected Bidder to OCFA beginning ninety (90) days from September 1, 2014, and such payments shall continue to be promptly remitted by Selected Bidder to OCFA thereafter within ninety (90) days after the first day of each month throughout the contract term. Zero Pay Patient Exemptions may be requested by Selected Bidder for each qualifying call by following the procedures below. A penalty of \$500 may be imposed for each late payment. Selected Bidder whose monthly payments are sixty (60) days late (or more) may be assessed a 1½% late fee for each month that payments are not made. Failure to make timely Monthly Payments may be deemed breach of contract.

j) Zero Pay Patient Exemption Requests

Selected bidder(s) must submit to OCFA for approval all Zero-Pay Patient Exemption requests and all documentation justifying each request. Zero-Pay Patient Exemption requests must be submitted by selected bidder with their monthly ALS reimbursement and medical supply reimbursement payments for the month in which the exemption is requested and must be reflected as a credit on the current monthly payment remittance. Requests for exemptions outside the current monthly payment period will not be considered, except as provided herein. Each Zero-Pay Patient Exemption will be evaluated and either granted or denied at the sole discretion of the OCFA EMS Section Battalion Chief. Selected bidder(s) shall be notified in writing by the OCFA EMS Section Battalion Chief if any exemption request will be denied within thirty (30) days of receipt of the request. The decision may be appealed by the selected bidder to the OCFA Fire Chief, whose decision shall be final. In the event a Zero-Pay Patient Exemption request is denied, the requesting selected bidder shall adjust its next monthly payment remittance for the amount of the credit denied. Exemption requests for "Retro Credits" should be made within the month the selected bidder receives notification of the retroactive enrollment in a qualified zero-pay patient program.

6. Contract Breach Affecting Health and Safety

- a) In the event OCEMS determines that a 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 OCEMS' opinion such that public health and safety are endangered, the matter shall be presented to the OCEMS Medical Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur, and that public health and safety would be endangered by allowing operations to continue, the selected bidder shall cooperate fully with OCEMS to affect a transition to allow OCEMS pre-identified alternate emergency ambulance service provider to take over the provision of the required services.
- b) In the event of determination by OCEMS that the selected bidder is in breach of the contract or County Ordinance, and that the nature of the breach is such that the public health and safety are endangered, the performance security shall be subject to immediate release of funds to the County.

7. Alternate Emergency Ambulance Service Provider

Upon contract award of designated EOA regions, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest scoring bidder in each EOA region as the back-up service provider in the event the selected bidder is unable to fulfill the terms of the contract at any time.

8. Transition Planning - Competitive Bid Requirement

Selected bidder(s) acknowledge that OCEMS intends to conduct a competitive procurement process for the provision of the required services within OCEMS' EOA regions prior to the termination of the contracts that result from this solicitation. Selected bidder(s) acknowledge

and agree that OCEMS may select a different ambulance service provider to provide exclusive emergency ambulance services following said competitive procurement process, and to reasonably extend its obligations hereunder if such extensions are necessary to complete such process, including but not limited to, any reasonable decisions to cancel and restart such processes.

9. General Provisions

a) Permits and Licenses

Obtain and maintain any and all required federal, state, or local permits or licenses required to perform the required services, and make all necessary payments for licenses and permits for the required services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of the selected bidder(s) to schedule and coordinate all such applications and application renewals as necessary to ensure compliance with federal, state, and local requirements for permits and licenses as necessary to provide the required services. Selected bidder(s) shall also be responsible for ensuring that its employee's state and local certifications necessary to provide the required services, as applicable, are valid and current at all times.

b) Compliance with Laws and Regulations

All services provided under this solicitation shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be the selected bidder's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the required services, and to maintain compliance with those applicable standards at all times.

c) Observation and Inspections

- (1) OCEMS may, at any time, and without notification, directly observe operations of the dispatch center, maintenance facility, or any ambulance post location; and may ride as "third person" on any vehicle at any time.
- (2) At any time during normal business hours, and as often as may be reasonably deemed necessary by OCEMS, OCEMS may observe office operations, and selected bidder(s) shall make available to OCEMS for its examination, any and all business records, including incident reports, and patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records for OCEMS to fulfill its oversight role.

d) Notice of Litigation or Investigations

Selected bidder(s) shall agree to notify OCEMS within twenty-four (24) hours of any litigation, federal or state investigation or significant potential for litigation, federal or state investigations of which they are aware.

Bidder's proposal must clearly meet all of the requirements of this solicitation. Bidders should review all requirements and instructions to ensure that each requirement is clearly addressed in the proposal. HCA shall not be responsible for any oral instructions given by any employees of HCA in regard to the proposal instructions, specifications, or proposal documents described in this solicitation. Bidders may submit a proposal for up to five (5) OC EOAs, which may result in a bidder being selected to provide services in one (1), some or all OC EOAs.

- A. Proposals should be carefully proofread and include the following:
1. Table of Contents with page numbers, for each uploaded file.
 2. Reference(s) to any appendices.
 3. Placement of required forms immediately after the text they support in the proposal.
 4. Numbered pages.
 5. Single-sided text, at least one and one-half (1½) line-spaced.
 6. Times Roman 12 point font.
 7. Each section is to be separated by a titled cover page (similar to a tab in a binder), and each question as it appears in the solicitation is to precede its corresponding response.
 8. All requested information is to be in the sequence and format specified in the solicitation.
- B. Use the Proposal Preparation Checklist (Form A) (Attachment II) to plan and monitor proposal preparation, as well as to verify completion of all materials before submission.
- C. Follow instructions about the order for presenting information, narrative text, and information requested on the forms.
- D. Proposals and requested documents must be electronically uploaded in PDF format, via BidSync. Hard copy proposals will not be accepted.
1. Section IV is to be uploaded in one (1) file labeled "[RFP Name]-[Bidder Name]-Agency Description".
 2. Section V is to be uploaded in one (1) file labeled "[RFP Name]-[Bidder Name]-Proposal.
 3. Allow sufficient time to upload all required files. After the 4:00 P.M. PST proposal deadline, BidSync will not allow any uploads, e.g., if file #1 uploaded successfully at 3:58:23pm and file #2 is in progress of being uploaded at 4:00:01pm, file #2 will not upload successfully. **If all files are not uploaded successfully by the 4:00 P.M. PST proposal deadline, your proposal will not be accepted.**
- E. Provide accurate, honest, and verifiable information. Reviewers tend to respond more favorably to a candid account of problems and a realistic plan to address them, than a glossing over of an apparent problematic situation. Information that is deliberately inaccurate may prompt an investigative review and will affect the evaluation of the proposal.
- F. Ensure that information provided on the forms is consistent with the narrative and the information provided on other forms.

- G. If you omit any required information or data, explain why.
- H. Prepare the proposal with the reviewer in mind; do not assume reviewers know your program. **Proposal must be detailed and completely self-explanatory.**
- I. Provide documentation where necessary, including items such as forms, etc.
- J. Do not use appendices for information that is required in the body of the proposal. Use appendices to provide documentation or examples of activities mentioned in the proposal.

DRAFT - TO BE APPROVED BY OCEMS MEDICAL DIRECTOR

Provide the information requested below in one (1) file per Section III instructions. Failure to provide and/or disclose requested information and/or documents may result in disqualification of your bid.

- A. Complete the Agency Description (Form B - Attachment II). Ensure Form B is signed prior to scanning and uploading it into BidSync.
- B. Complete the Board of Directors (Form C - Attachment II).
- C. Provide copies of the documents below. Include an index of all the documents included, and an explanation for any document requested but not provided.
 1. If incorporated:
 - a. Articles of Incorporation executed by the Secretary of state, including all amendments.
 - b. By-laws, including all amendments.
 - c. Board of Directors resolution empowering a Corporate Officer either by title or individual name, to act on behalf of the organization by his/her signature alone.
 2. If not incorporated: Documentation empowering an Authorized Representative to act on behalf of the organization by his/her signature alone.
 3. Fictitious Business Name statement filed with the County Clerk and proof of publication.
 4. Partnership papers and/or joint venture agreements.
 5. Evidence of federal/state tax status.
 6. IRS W-9 Form: Request for Taxpayer Identification Number and Certification.
 7. CHP License/CAAS accreditation/OCEMS License.
 8. Conflict of Interest statement.
 9. Recent financial statement prepared by an independent Certified Public Accounting (CPA) firm.
 10. Any audits, reviews, or inspection reports completed by a CPA firm, regulatory agency (e.g., Occupational Safety and Health Administration), or other government agency within the last twelve (12) months.
 11. Corporate organizational chart that includes all programs, identifies the relationship of the proposed program to the overall organization, and identifies the reporting relationship of each proposed staff position.

12. Data Universal Number System (DUNS): A unique 9-digit identification number required by the federal government as part of their financial request and reporting process, which can be obtained free of charge from Dun and Bradstreet's website (www.dnb.com) or by calling (866) 705-5711. Every bidder is required to provide a DUNS number regardless of the funding source of this solicitation.
- D. Acknowledgement that you will submit a copy of your organization's insurance certificates and endorsements to the County prior to the services start date, and that the limits will, at a minimum, meet the minimum limits referenced in Section I.K. of this solicitation.
- E. Describe any pending audits, pending litigation, and/or investigation involving the organization. Limit your response to one-half (1/2) page of text.
- F. Provide three (3) professional references from an organization who has knowledge of your performance within the last year, will corroborate that your performance as an emergency ambulance transportation services provider meets the requirements of this solicitation. References must be submitted on the organization's letterhead and signed by an individual that has the authority to submit the reference on behalf of the named organization.
- G. Describe any performance issues and/or audit or review of any contractual documents (e.g., invoices, units of service reports, etc.) within the last two (2) years that resulted in a corrective action plan, reimbursement of money to funder, investigation, and/or termination of any contract(s) between your organization and the County, other government entity, and/or private organization. Limit your response to one (1) page of text. For each performance issue include:
1. The type of contract, contract term (dates), funding amount and services provided.
 2. The issues and circumstances.
 3. How and when the issues were resolved.
 4. Your plans to ensure that the issues will not recur in future contracts.
- H. Complete and sign the Attestation Form (Attachment I - Contracting Requirements). Ensure the applicable section is checked and the form is signed prior to scanning and uploading it into BidSync. Upload the signed Attestation Form only; **do not** upload the pages containing the Contracting Requirements.



County Executive Office
Memorandum

March 26, 2014

To: Susan Novak, Clerk of the Board
From: Michael B. Giancola, County Executive Officer
Subject: Exception to Rule 21

S24A

The County Executive Office is requesting a supplemental for the April 1, 2014 Board Hearing Meeting.

Agency: Health Care Agency
Subject: Ambulance Services DRAFT RFP Policy Consideration
District: All

Reason for supplemental: In response to Board discussion on item# 22 on 03/25/2014.

Concur:

Shawn Nelson, Chairman, Board of Supervisors

cc: Board of Supervisors
Mark Refowitz, Health Care Agency Director
Cymantha Atkinson, County Executive Office
Mark Denny, County Executive Office
Leon Page, County Counsel

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

524A



ASR Control

MEETING DATE: 4/1/14
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency
DEPARTMENT CONTACT PERSON(S): Mark Refowitz (714) 834-6021
Dr. Samuel Stratton (714) 834-2824

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SUBJECT: Ambulance Services Draft RFP Policy Consideration

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD

Consent

Handwritten signature

APPROVED AS TO FORM LP

Budgeted: N/A

Current Year Cost: N/A

Annual Cost: N/A

Staffing Impact: No

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

Prior Board Action: 3/25/2014 #22, 3/4/2014 #15

RECOMMENDED ACTION(S)

- 1. Review and provide recommendations on the draft Request for Proposal for Basic Life Support Emergency Ambulance Transport.
2. Direct staff to return to your Board on April 8, 2014, for public review of the revised draft Request for Proposal prior to its submission for final review and approval by the California Emergency Medical Services Authority.

SUMMARY:

The Health Care Agency requests your Honorable Board's review and recommendations on the Request for Proposal for Basic Life Support Emergency Ambulance Transport.

BACKGROUND INFORMATION:

Current Orange County Fire Authority (OCFA) contracts for Basic Life Support (BLS) Emergency Ambulance Transport services in 19 cities and adjacent unincorporated areas expire on August 31, 2014. Pursuant to the February 3, 2014, California Emergency Medical Services Authority (EMSA) determination that Orange County Emergency Medical Services (OCEMS) shall conduct the Request for Proposal (RFP) for contracts beginning September 1, 2014, OCEMS is seeking full transparency, in an

expedited process, by returning to your Honorable Board with the draft RFP for public review and comment.

In response to your Board's discussion on March 4, 2014, OCEMS conducted three public meetings on March 11, 12, 13, 2014. The meetings were attended by OCFA staff, city staff, Emergency Medical Coordinating Committee members, ambulance provider representatives, staff from the Board of Supervisors, and members of the public. At each meeting, as well as the February 19, 2014 OCFA City Manager meeting, OCEMS detailed its plan under the Emergency Services Act to consolidate the areas served by expiring OCFA-administered contracts into five Exclusive Operating Areas (EOA). Many stakeholders have since requested that the draft RFP be circulated for review and comment prior to its release.

OCEMS supports the stakeholders' request to publish the draft RFP and, accordingly, presents it to your Board for consideration. To further promote transparency in the RFP process, OCEMS will return to your Board again on April 8, 2014, with the proposed RFP and the public comments received in advance of seeking EMSA approval. Publication of the draft RFP does not provide any unfair advantage to potential proposers and is consistent with Chapter VIII of the County's RFP Manual. OCEMS used EMSA Guideline #141 ("Competitive Process for Creating Exclusive Operating Areas") and EMSA direction from previous solicitations in drafting the current RFP before your Board. In addition, the draft RFP includes your Board's March 25, 2014 policy direction to require that transporters in each EOA collect the Advanced Life Support (ALS) charge for OCFA paramedic field assessment and ambulance escort.

OCEMS Medical Director Dr. Samuel Stratton will consider all comments and recommendations provided through the public comment period, ending Friday, April 4, 2014. Due to the impending deadline of contracts in place by September 1, 2014, OCEMS is seeking to submit the RFP to EMSA for approval no later than mid-April. Releasing the draft RFP for the April 1, 2014, agenda with a final review on April 8, 2014, will assist that expedited process. The draft submitted to EMSA is subject to further revision upon EMSA's review. Once EMSA has approved the RFP, OCEMS will begin the procurement process for providers.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

EXHIBIT(S):

1. Draft RFP

ATTACHMENT(S):



COUNTY OF ORANGE HEALTH CARE AGENCY

FINANCIAL AND ADMINISTRATIVE SERVICES
CONTRACT DEVELOPMENT AND MANAGEMENT

*Excellence
Integrity
Service*

MARK A. REFOWITZ
DIRECTOR

RICHARD SANCHEZ
ASSISTANT DIRECTOR

JEFFREY A. NAGEL, PH.D.
DEPUTY AGENCY DIRECTOR
FINANCIAL/ADMINISTRATIVE SERVICES

SANDRA FAIR
INTERIM DIVISION MANAGER
CONTRACT DEVELOPMENT/MANAGEMENT

MAILING ADDRESS:
405 W. 5TH STREET, SUITE 600
SANTA ANA, CA 92701

TELEPHONE: (714) 834-5809
FAX: (714) 834-4450
E-MAIL: ddavis@ochca.com

DATE: April 25, 2014
TO: Interested Parties
FROM: County of Orange, Health Care Agency
Contract Development and Management
SUBJECT: Request for Proposals: 9-1-1 Emergency Ambulance Transportation Services

The County of Orange (County) Health Care Agency is seeking proposals from qualified ambulance service providers to provide 9-1-1 Emergency Ambulance Transportation Services to County residents.

If you are an ambulance service provider interested and capable of providing the requested services by contract with the County, please carefully review the Request for Proposals and submit your proposal as directed in the "Proposal Preparation Instructions."

This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a proposal, nor will the County pay for any costs associated with the preparation of any proposal.

Bidders submitting a proposal must electronically upload their proposal in PDF format, via BidSync. In order to be considered, proposals must be submitted no later than 4:00 P.M. PST on Friday, May 23, 2014. Hard copy proposals will not be accepted.

All questions regarding this solicitation, other than those to be answered at the Bidders' Conference, are to be posted online via the BidSync Question and Answer (Q&A) section. Bidders are expected to thoroughly read through the entire solicitation before posting questions. It is up to each individual bidder to determine if they meet the eligibility requirements to submit a proposal identified in Section I.B., and other sections of the solicitation if applicable; HCA does not provide assistance in this matter beyond the requirements stated. Responses from HCA will be posted as promptly as possible. The Q&A section will be closed to new questions on **Friday, May 16, 2014 at 4:00 P.M. PST.**

A Bidder's Conference (conference) has been scheduled to answer questions you may have regarding this solicitation. **Attendance at the conference is mandatory in order for an ambulance service provider to be eligible to submit a proposal.** It is the responsibility of each individual to ensure sufficient time is allowed to find parking and enter the conference timely. **No one will be admitted later than ten (10) minutes after the start of the conference, and all attendees must remain until the conference ends; no exceptions.** Each ambulance service provider's attendance is limited to no more than two (2) representatives.

Interested parties are to submit, in writing, any questions about the solicitation they would like answered at the conference to Christine Bavaro-Sutton, Procurement Administrator, at the email address below, no later than three (3) business days before the conference. The conference will be taped and answers to questions will be posted on BidSync following the conference. Verbal answers at the conference are not binding on the County. Any questions after the conference are to be submitted through the solicitation's BidSync Q&A section as directed above.

Bidders, directly, or indirectly through others, are to strictly follow the directions above for questions regarding this solicitation. During the entire solicitation process, **no** County employee may be contacted for questions or information regarding this solicitation, directly via email and/or telephone, or indirectly through attendance at a meeting, etc. Any breach in this directive will be considered a breach in confidentiality, and your proposal will be rejected; **no exceptions.**

CONFERENCE DAY/DATE: Tuesday, May 6, 2014
TIME: 2:00 P.M. – 3:00 P.M. PST
WHERE: Commission Hearing Room
333 W. Santa Ana Blvd.
Santa Ana, 92701
EMAIL QUESTIONS: csutton@ochea.com

If you know of any qualified ambulance service providers that may be interested in this solicitation, please feel free to refer them to BidSync to view the solicitation. Your consideration of this solicitation is appreciated.

County of Orange
Health Care Agency



Request for Proposals
9-1-1 Emergency Ambulance
Transportation Services

Released
April 25, 2014

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Attachments

Attachment I – Contracting Requirements/Attestation

Attachment II – Forms A-D

NOTE: Forms and attachments in PDF and/or Excel format are posted on BidSync as separate attachments to this solicitation.

A. PROPOSAL FOCUS AND BACKGROUND

The County of Orange (County) Health Care Agency (HCA) is seeking proposals from qualified ambulance service providers to provide 9-1-1 Emergency Ambulance Transportation Services within an Orange County Exclusive Operating Area (EOA). The primary goal of these services is to provide high quality Basic Life Support (BLS) medical care and ambulance transportation services to Orange County (OC) residents.

Enacted by the legislature in 1980, the Emergency Medical Services System (EMSS) and the Pre-hospital Emergency Medical Care Personnel Act (EMS Act) created a comprehensive statutory system governing pre-hospital emergency medical services for the purpose of achieving statewide coordination and integration of pre-hospital emergency medical services.

The EMS Act accomplishes this integration through a two-tiered system of state and county regulation. At the state level the Emergency Medical Services Authority (EMSA) is responsible for functions relating to the coordination of EMS throughout the state. At the county level, a designated local EMS agency (LEMSA) is responsible for the administration of emergency medical services and required to have a Medical Director that prescribes the medical management of the EMS system. In OC, the designated LEMSA is the County's Emergency Medical Services (OCEMS) program.

Health and Safety Code §1797.224 authorizes OCEMS to create Exclusive Operating Areas (EOA), provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan. EOAs may be changed, adjusted, or redrawn by OCEMS at any time during the contract period. Unincorporated service areas are subject to annexation or incorporation at any time as determined by the OC Local Agency Formation Commission (LAFCO).

OCEMS has reconfigured the nineteen (19) individual EOAs (Table 1) into five (5) regional EOAs. The five (5) regions were created to assure state sanctioned anti-trust protection and provide uniform, reliable emergency ambulance services. The five (5) regional EOAs (Table 2) are medically feasible, financially viable, and allow for efficient resource utilization to maximize response times

The information in Table 1 and Table 2 below is based on data at the time of release of this solicitation. The information is provided for general purposes only and does not constitute any commitment by the County, nor does it guarantee any annual utilization of services.

The outcome of this solicitation will be the selection of one (1) bidder **for each** designated EOA region; with whom the County will negotiate an exclusive, performance-based contract with for the provision of the required services.

TABLE 1: Individual EOAs

EOA	City	Associated Unincorporated Areas
5	Cypress	
10	Irvine	John Wayne Airport (JWA), Irvine Sphere Of Influence
13	La Palma	
14	Los Alamitos	Rossmoor
17	Placentia	Brea Unincorporated, Tonner Canyon
19	San Juan Capistrano	Ortega Highway
21	Seal Beach	Bolsa Chica
22	Stanton	Midway City
23	Tustin	Cowan, Lemon Heights
24	Villa Park	Silverado Canyon, Orange/Olive Area
26	Yorba Linda	Chino Hills State Park
28	Laguna Hills	
29	Rancho Santa Margarita	Trabuco, O'Neill Park, Las Flores, Coto de Caza
30	Laguna Hills	
32	Aliso Viejo	Aliso Woods, Aliso Canyon
35	Laguna Woods	Newport Coast, Unincorporated Laguna Wilderness, Emerald Bay
38	Mission Viejo	
39	Dana Point	
42	Lake Forrest	Modjeska, Upper Trabuco/Cooks

TABLE 2: OC Regional EOAs - Call Volume (9/1/12 through 8/31/13)

REGION A (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
17	Placentia	2,369	294	662	524
26	Yorba Linda	2,817	350	724	686

REGION B (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
5	Cypress	2,084	275	583	614
13	La Palma	658	135	234	152
14	Los Alamitos	1,385	153	447	492
21	Seal Beach	3,011	523	787	915
22	Stanton	3,405	442	681	929

REGION C (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
10	Irvine	9,594	1,326	2,803	2,324
23	Tustin	4,992	698	1,455	1,384
24	Villa Park	254	51	179	95

REGION D (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
28	Laguna Hills	2,198	287	781	641
30	Laguna Niguel	2,840	340	960	807
32	Aliso Viejo	1,737	287	516	446
35	Laguna Woods	4,339	702	1,108	1,475
39	Dana Point	2,416	334	698	600

REGION E (City + Associated Unincorporated Areas in Table 1)		Annual Call Volume	ALS Assessment	ALS Transport	BLS Transports
19	San Juan Capistrano	2,389	274	769	644
29	Rancho Santa Margarita	2,645	341	788	606
38	Mission Viejo	5,819	1,064	1,680	1,424
42	Lake Forest	3,670	514	1,176	956

B. ELIGIBILITY TO SUBMIT PROPOSALS

To be eligible to submit a proposal for these services, the bidder must have attended the mandatory Bidders' Conference; and be licensed by the California Highway Patrol (CHP) and OCEMS by the time the proposal is submitted.

As part of this eligibility process, and in order to proceed to the proposal evaluation stage, HCA will be conducting an inspection of the bidder's proposed equipment, personnel, and facility to ensure they are capable of independently operating in each proposed EOA region, and that they meet all of the requirements of the solicitation. If the inspection concludes that the bidder's resources are not capable of independently operating in **any** proposed EOA region, or does not meet all of the solicitation requirements, the bidder's proposal, in its entirety, will be deemed non-responsive and will not proceed to the proposal evaluation stage. Therefore, it is the sole responsibility of each bidder to ensure that their proposed equipment, personnel, and facility are capable of independently operating in each proposed EOA region.

Bidders may submit a proposal for one (1) or more of the five (5) EOA regions, which may result in a bidder being awarded a contract for one (1) or multiple EOA regions. If proposing multiple EOA regions, and the bidder is selected to provide services in multiple regions, if during contract

negotiations it is determined the selected bidder is not capable of providing services in any of the proposed multiple EOA regions, HCA in its sole, absolute and unfettered discretion has the right to negotiate and award a contract to the next highest scoring bidder, who is determined to be willing and capable of providing services for the affected region.

To be eligible to contract with the County an individual or entity must not be listed on the current Cumulative Sanction List of the Office of the Inspector General (U.S. Department of Health and Human Services) or the General Services Administration's list of parties excluded from federal programs, or the California Medi-Cal Suspended and Ineligible Provider List. **HCA will not review a proposal submitted by an individual or entity found to be on either list.**

HCA plans to use the following links to identify individuals and entities that are not eligible to contract with the County of Orange: <http://exclusions.oig.hhs.gov>, <https://www.sam.gov/portal/public/SAM/>, and Medi-Cal Suspension Search Database. Each bidder should verify that it is not on any list prior to preparing a proposal to submit in response to this solicitation. Correction of any errors found on either sanction list is the sole responsibility of the bidder and must be made prior to the day the proposal is submitted.

HCA requires all potential individuals and/or contract entities to self-disclose any pending charges or convictions for violation of criminal law and/or any sanction or disciplinary action by any federal or state law enforcement, regulatory or licensing agency or licensing body, including exclusion from Medicare and Medicaid programs.

During the term of the contract between the selected bidder(s) and the County, and in accordance with its existing provisions, if a selected bidder and/or an individual becomes an Ineligible Person, the selected bidder and/or individual shall be removed from any responsibility and/or involvement with County contracted obligations related to any direct and/or indirect federal or state health care programs and any other federal and state funds. An Ineligible Person is defined as any individual or entity who is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated into the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

The County does not require, and neither encourages or discourages, the use of lobbyists or other consultants for the purpose of securing business.

HCA reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other information available to HCA. This disqualification is at the sole discretion of HCA. Any bidder submitting a proposal herein waives any right to object to HCA's exercise of this right, now or at any future time, before anybody or agency including, but not limited to, the County Board of Supervisors or any court of competent jurisdiction. By submitting a Proposal, the Bidder agrees to waive any claim it has or may have against the County of Orange, its officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal, the waiver or any requirements under the RFP, the acceptance or rejection of any Proposal, and/or the award of the Contract.

Causes for Disqualification

HCA is conducting a competitive solicitation process for required services, which must be free from improper influence or lobbying. Bidders, by submitting a proposal, are agreeing to adhere to the directions for asking questions related to this solicitation, and to refrain from attempting to influence any part of this process, which for purposes of this solicitation is from the date the solicitation is posted on BidSync through the date the Board of Supervisors approves the recommended contract award(s). Bidders directly, or indirectly through others, agree not to attempt to influence, in any manner, the decision making process, including but not limited to, contacting or lobbying the Board of Supervisors or County Executive Office, or attempting to find out who the evaluation panel members are and contacting them. Violation of this directive will be considered a violation of the procurement process, and may subject the bidder’s proposal to be rejected from the process.

HCA in its sole, absolute and unfettered discretion will determine whether or not a bidder is qualified and responsive. This determination may be based on one or more of the following:

- Evidence of collusion amongst proposals.
- Lack of business skills or financial resources necessary to operate this business successfully, as revealed by either financial statements or experience statement.
- Lack of responsibility as shown by past work, references, or other factors.
- Bidder is in arrears or in default to County on any debt or agreement or defaults upon any obligation to County, or has failed to faithfully perform any previous agreement with County at HCA’s sole determination.
- Submission of a proposal that is late, incomplete, conditional, ambiguous, obscure, or which deviates from the specifications in this solicitation, or has irregularities of any kind.
- Other causes as HCA deems appropriate.

HCA’s determination as to whether a bidder is qualified and responsive will be based on the information furnished by the bidder in this solicitation, interview(s) with the bidder (if applicable), as well as from other sources determined to be valid by HCA. Award will not be made until after such investigations, as are deemed necessary, are made by HCA regarding the experience and financial responsibility of the bidder, which each bidder agrees to permit by submitting its proposal.

Proposals must be valid for a minimum of 120 days from the due date of this solicitation.

C. CONTRACT TERM AND FUNDING AVAILABILITY

The County plans to contract with one (1) ambulance service provider for each designated EOA region to provide the subject services, which may result in an ambulance service provider being awarded multiple EOA regions. At the discretion of HCA, the initial term of the agreement resulting from this solicitation can be up to five (5) years and may be renewed for an additional term or terms so long as the aggregate of all terms do not exceed ten (10) years in duration without

a competitive bid process. Any renewal is contingent upon available funding, performance, need for services, and HCA policies.

The contracts awarded through this solicitation are anticipated to be performance-based, and each selected bidder will be part of a Master Agreement, which will require the selected bidder(s) 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 this solicitation with respect to prescribed performance requirements. In submitting a proposal, the bidder is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement and other performance results required. Failure to meet specified service standards will result in financial penalties and may lead to termination of the selected bidder's contract. HCA reserves the right to revise the contract term stated in this solicitation. Start-up funds are not available for these services.

D. EVALUATION OF PROPOSALS AND SELECTION OF PROVIDERS

An evaluation committee will be established consisting of representatives of the County and/or members of the community having direct job knowledge and expertise of the services described in this solicitation. The evaluation will consist of a thorough review of the bidders' proposals and may include interviews and/or site visits with the bidders. The evaluation committee may request a bidder to provide additional information or documentation regarding its proposal, and such requests must be fulfilled by the bidder or its proposal will be rejected.

As part of the evaluation process, the County has the right to conduct a review and audit all business records and related documents of any and all bidders (including an affiliated or parent company), to determine financial stability; the adequacy, fairness, and reasonableness of the proposal; and to contact any and all client references.

Selection of a bidder for each EOA region will be based solely on the highest proposal score as determined by the evaluation committee. Following the review of proposals by the evaluation committee, the HCA Director or Designee, with concurrence of the OCEMS Medical Director, will approve a recommendation regarding the selection of a bidder(s). Award of a contract will not be effective unless and until it is authorized by the County of Orange Board of Supervisors.

Criteria

The following guidelines will be used in analyzing and evaluating proposals received in response to this solicitation. Members of the evaluation committee, in accordance with the following criteria, will evaluate all responsive proposals.

1. Administrative Review of Financial/Organization Stability.
2. Experience and Qualifications.
3. Performance Objectives.
4. Continuous Quality Improvement Processes.
5. Proposed Facility/Equipment.

6. Proposed Timeline.
7. Proposed Services.
8. Proposed Data Management
9. Proposed EMS Enhancements.

Each proposal should be complete and present a thorough understanding of the needs of the County in regard to its desire to provide the required services. The successful bidder must demonstrate in their proposal:

1. Commitment to the delivery of compassionate, timely, professional and efficient out-of-hospital medical care.
2. Continuous effort to detect and correct service level performance deficiencies, as determined by OCEMS, and to continuously upgrade the performance and reliability of the EMS system within their designated EOA.
3. Reliable clinical and response time performance, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training, continuing education, and prompt and definitive service level corrective actions plans.

The adequacy and experience of the bidder's key personnel is critical to the success of the program, and HCA will closely evaluate the personnel assigned to the program. HCA may check the references provided by the bidder for the purpose of validating claims made in each proposal.

Award

HCA expressly reserves the right to negotiate contract terms with a selected bidder prior to award, or negotiate with several bidders simultaneously, and thereafter, to award a contract to the bidder(s) offering the most favorable terms to HCA.

HCA also expressly reserves the right to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the bidder's best terms from a programmatic and compensation standpoint.

E. COUNTY'S RIGHTS

The County reserves the right to:

- Modify this solicitation.
- Cancel this solicitation at any time, in whole or in part.
- Accept any proposal as offered.
- Reject any or all proposals.
- Disqualify a bidder, or terminate a contract for false information submitted in response to this solicitation.

- Contract for all or some of the stated services.
- Based on the County's needs at the time of selection or during contract negotiations, modify the scope of service described herein.
- Waive, at its sole discretion, any procedural irregularity, immaterial defect, or other impropriety deemed reasonably correctable or not warranting rejection of the proposal.
- Ask bidders for additional documentation and/or information to further determine financial/organization stability.

F. PROTEST PROCESS

In the event a bidder believes that this solicitation is unfairly restrictive, ambiguous or contains conflicting provisions, the bidder may submit a grievance or protest.

Protest of Bid/Proposal Specifications

All protests related to a bid or proposal specifications must be submitted to HCA Contract Development and Management (CDM) no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County. In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, it must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

Protest of Award of Contract

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the "Notice of Intent to Award Contract" is provided by HCA CDM. Protests relating to a proposed contract award, which are received after the five (5) business day deadline will not be considered by the County.

Procedure

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protester.
2. The signature of the protester or the protester's authorized representative.
3. The name of the solicitation or number of the RFP.
4. A detailed statement of the legal and/or factual grounds for the protest.
5. The form of relief requested.

Written protests must be sent to: County of Orange/Health Care Agency
Contract Development and Management
405 W. 5th Street, Suite 600
Santa Ana, CA 92701-4637
Attn: Interim Division Manager
FAX: (714) 834-4450

G. TIMELINE

Timeline dates are approximations only, and do not constitute any commitment or guarantee by the County.

Activity	Day	Date
RFP Released	Friday	April 25, 2014
Bidders' Conference	Tuesday	May 6, 2014
Proposals Due	Friday	May 23, 2014
Proposal Evaluation/Contract Award		May - July, 2014
Services Commence	Monday	September 1, 2014

H. CONFIDENTIALITY

Pursuant to California law, all information contained in a bidder's response to this solicitation may be public record subject to disclosure to any member of the public who requests it through the California Public Records Act. If it is necessary to include proprietary/trade secret information in a bid response, the County recommends that the bidder clearly and prominently mark the information they believe falls within this category.

HCA will attempt to notify the bidder if disclosure is requested of information that has been identified as proprietary/trade secret information in order to give the bidder an opportunity to seek a court order prohibiting disclosure of such information. However, due to statutory time limits the County has in response to request for public records, County will be able to give the bidder only a short period of time in which to seek such a court order before County will be required to disclose the requested information. Further, it is entirely the bidder's responsibility to assert that information the bidder believes is proprietary/trade secret information should not be disclosed. County will not make such a claim for the bidder but will obey a valid court order obtained by the bidder prohibiting disclosure of such information.

If a bidder believes that a specific section of its proposal is confidential, bidder will isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. Bidder will include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and HCA will review the material, bidder's concerns and make an independent determination.

I. ADDENDUMS

HCA reserves the sole right to interpret or change any provision of the solicitation at any time prior to the proposal submission date. Any and all interpretations or changes will be in the form of a written addendum, which will be furnished to all bidders through the BidSync System. All addendums issued will become part of the solicitation and resultant agreement. Bidders hereby acknowledge their receipt of any addendum by being registered in the BidSync System and acknowledge it is the bidder's responsibility to check for, and read all addendums posted in the BidSync System.

Should such addendum require information not previously requested, HCA at its sole discretion, may determine that a time extension is required for the submission of proposals, in which case an addendum will indicate the new proposal submission date.

J. CONTRACT TERMS AND CONDITIONS

The successful bidder(s) may be required to attend a post-award meeting with HCA for discussion of the terms and conditions of the contract. HCA staff will coordinate any such meeting(s). HCA reserves the right to clarify any contractual terms with the concurrence of bidder; however, any substantial non-conformity in the proposal as determined by HCA, will be deemed non-responsive and the proposal rejected. Any contract resulting from this solicitation will contain the entire contract between HCA and the bidder relating to this requirement and will prevail over any and all previous contracts, proposals, negotiations, purchase orders, or master agreements of any form.

K. INSURANCE REQUIREMENTS

Insurance coverage and limits for the awarded contracts will vary based upon the identified services and will be determined during contract negotiations. The baseline amounts are as follows:

COVERAGE	MINIMUM LIMITS
Comprehensive General Liability with broad form Property damage and contractual liability	\$3,000,000 combined single limit per occurrence. \$5,000,000 aggregate.
Automobile Liability, including coverage for Owned, non-owned and hired vehicles	\$3,000,000 per occurrence. \$5,000,000 aggregate.
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$3,000,000 per occurrence. \$5,000,000 aggregate.
Sexual Misconduct Liability	\$1,000,000 per occurrence
Performance Security Bond	\$1,250,000

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 0001, or a substitute form providing liability coverage at least as broad.
2. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a) An Additional Insured endorsement using ISO form CG2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
 - b) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3. The business Auto Liability coverage shall be written on ISO form CA 0001, CA 0005, CA 0012, CA 0020, or a substitute form providing coverage at least as broad. Coverage for owned, non-owned, and hired vehicles must be indicated on Certificate of Insurance.

4. The Workers' Compensation policy must include a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.
5. The insurance company providing coverage must have and maintain at minimum the following ratings based on the most current edition of the Best's Key Rating Guide/Property-Casualty/United States (ambest.com):
 - a) A- (Secure A.M. Best's Rating).
 - b) VIII (Financial Size Category).
6. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) verifiable at: ([http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)).
7. Self-Insured Retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate as such on the Certificate of Insurance with a 0 by the appropriate line of coverage.
8. All insurance policies required by the agreement shall give the County thirty (30) calendar days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.
9. The performance bond requirement may be secured by one of the following methods, or a combination thereof.
 - a) Performance Bond issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County, that the bidder is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the bidder or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
 - b) Irrevocable Letter of Credit, issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that the bidder is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the bidder or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

The performance bond or irrevocable letter of credit furnished by the bidder in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. The bidder shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the bidder shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.

Failure of the bidder to meet these requirements after the bidder has been selected, and prior to the contract start date, shall result in forfeiture of the bidder's contract award.

Prior to the provision of services, the successful bidder(s) will be required to purchase all insurance at the above minimum standards at bidder's expense, and to deposit with the County Certificates of Insurance including all endorsements necessary to satisfy the provisions identified above.

If Self-Insured, the successful bidder(s) will be required to provide a Certificate of Self-Insurance that meets at minimum, the requirements identified above.

A. TARGET POPULATION

9-1-1 Emergency Ambulance Transportation Services shall be provided to all persons requiring emergency medical treatment and ambulance transport within designated County EOA regions, including areas requiring mutual aid response.

B. FUNCTIONAL RESPONSIBILITY

Selected bidder(s) shall provide the required services, in accordance with California Health and Safety Code Sections 1797 et seq., Orange County Ordinances, and all regulations promulgated there under including any amendments or revisions thereof. All costs associated with the services referenced herein, shall be the sole responsibility of the selected bidder, unless otherwise stated.

In performing the required services, selected bidder(s) shall work cooperatively with OCEMS, which shall include the OCEMS Medical Director and/or any other OCEMS employee or designee.

Selected bidder(s) are expected to perform 9-1-1 Emergency Ambulance Transportation Services to the complete satisfaction of OCEMS, which shall include, but not be limited to:

1. Basic Services

- a) Provide services continuously around-the-clock and without interruption throughout the term of the contract.
- b) Provide services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
- c) The Contractor's Proposal will be retained and incorporated into the contract by reference, except in the case of any conflicting provisions, the provisions contained in the contract shall prevail.
- d)

2. Service Description

- a) Provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in each awarded EOA region at the 9-1-1 BLS level, twenty-four (24) hours per day, seven (7) days a week.
- b) Provide the required services in each EOA region, as the sole ground ambulance service provider, as authorized by contract with the County.

C. MEDICAL ADMINISTRATION

1. Medical Oversight

The medical direction and management of the selected bidder's EMSS shall be under the medical control of the OCEMS Medical Director, and shall be maintained in accordance with minimum standards for medical control established and implemented by the authority.

The OCEMS Medical Director provides medical control and management of the Emergency Medical Services system through ongoing planning, design, development, evaluation and direction of system wide Emergency Medical Services.

Participate in pilot or research studies that OCEMS may authorize. Service standards may be waived in the event conflicting standards are established for the pilot program. Any such pilot program must be approved by OCEMS. Participation in the pilot program(s) shall be in addition to the other services described in this solicitation.

2. Continuous Quality Improvement (CQI) Plan

Selected bidder(s) shall be required to develop and implement a CQI Plan that includes and assures, but is not limited to:

- a) Compliance with the terms of the contract, minimum performance standards, and rules and regulations.
- b) Compliance with process measurements and process improvements that integrate with the OCEMS CQI Plan.
- c) Compliance with effective administration and management of clinical performance (patient care activities), response time performance, driver performance, dispatch performance, and for all other BLS service levels, and regular evaluation thereof, to include operational, administrative and procedural activities of the system; accurate determination of training needs of individuals and the system as a whole; and identification and reporting of significant patient care issues to the base hospital and/or the OCEMS Medical Director.
- d) Include CQI indicators, which shall be measured by all system participants, and may be developed in collaboration with the base hospitals, 9-1-1 ALS providers, and OCEMS. Indicators shall be based on current California EMSA Core Measures, EMS data analysis, research, and call demand.
- e) Participate in and comply with the OCEMS CQI committees and audit processes.

3. Minimum Clinical Levels and Staffing Requirements**a) Ambulance Staffing Requirements**

- (1) Ambulance service providers rendering the required services shall be staffed at a minimum, with two (2) California certified and OC accredited EMTs equipped to render 9-1-1 emergency ambulance level care and transport.
- (2) Ambulance personnel rendering the required services, shall throughout the term of the contract, be licensed, accredited and credentialed as appropriate to practice in OC, and shall maintain evidence of current/valid licenses and/or certifications. OCEMS certification/licensure requirements may be downloaded from the OCEMS website. (www.healthdisasteroc.org/ems)

b) Training Requirements

At a minimum, ensure ambulance service personnel receive the following training and/or certifications, which shall be in addition to training defined in State and OCEMS policies: :

(1) Organization and EMS System Orientation and On-Going Preparedness

Provide proper orientation to all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include, at a minimum, ambulance service provider policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the ambulance service provider, base hospital, receiving hospitals, and County communication centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

(2) Preparation for Multi-casualty Incident

Provide training to all ambulance personnel and supervisory staff in their respective roles and responsibilities under OCEMS policy, and prepare them to function in the medial portion of Incident Command System. The specific roles of these individuals and other public safety personnel shall be defined by relevant plans and command structure.

(3) Driver Training

Develop and maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into ambulance operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be reviewed and approved by

OCEMS, initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

(4) Infection Control

Create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves etc.). Develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.

D. OPERATIONS

Selected bidder(s) shall be required to meet the following operational expectations, core requirements, and activities:

1. Service Operations

Selected bidder(s) shall have exclusive rights to all 9-1-1 emergency ambulance calls originating in their awarded EOA region(s); however, there are areas on the periphery of the EOA regions where the nearest 9-1-1 emergency ambulances may be located in an adjacent jurisdiction. In the interest of obtaining the quickest ambulance to the patient, OCEMS may approve the use of these closer 9-1-1 emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid Agreements with the ambulance service provider responding from the neighboring EOA region.

2. Dispatch Operations

- a) Establish a dispatch system, which shall be approved by OCEMS, to provide backup dispatch services as may be necessary, for disaster incidents or other circumstances that impair the operation of the primary 9-1-1 dispatch center.
- b) Ensure 24/7 operation of the EMS dispatch system utilizing qualified personnel and supervision.

3. Response Time Performance Requirement

Successful performance of the required services shall in part be based on a commitment to conform to the Response Time Standards set forth herein. Response Times are a combination of dispatch, operations, and field operations; therefore, an error in one phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of the selected bidder(s).

Response Times shall be measured in minutes and integer seconds, and shall be “time stamped” by the selected bidder’s computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical zones that will be used for Response Time monitoring, reporting, and compliance purposes. Response Times originating from within an EOA region shall meet specific performance standards, of which, a monthly compliance rate of ninety percent (90%) in each code priority and geographical zone is required (Table 3).

a) Call Classifications

- (1) Code 2 - emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.
- (2) Code 3 - emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.

b) Geographical Zones

- (1) Metro/Urban zones are areas with a population density greater than one hundred (100) persons per square mile.
- (2) Suburban/Rural zones are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.
- (3) Wilderness zones are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74.

TABLE 3: Response Time Compliance Requirements

Geographical Zone	Code Priority	Compliance Rate	Time in Minutes
Metro/Urban	Code 3	90 %	≤ 10:00
Metro/Urban	Code 2	90 %	≤ 15:00
Suburban/Rural	Code 3	90 %	≤ 20:00
Suburban/Rural	Code 2	90 %	≤ 25:00
Wilderness	Code 3	90 %	≤ 30:00
Wilderness	Code 2	90 %	≤ 40:00

4. Response Time Measurement Methodology

Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 3. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

a) Call Receipt Time

“Response Time” begins at “Call Receipt”, which is when the dispatch center receives adequate information to identify the location and priority level of the call, or sixty (60) seconds after the call is answered, whichever is less.

b) At Scene Time

“At Scene” time means the moment the first 9-1-1 emergency ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the patient and notifies dispatch that it is fully stopped. Only the arrival of a transport capable emergency ambulance shall constitute “At Scene”. This does not include supervisory or other non-transport capable units. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials, violent crime incidents, non-secured scenes, gated communities/complexes, wilderness locations), arrival “At Scene” shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient’s location.

c) Response Time

“Response Time” is the interval, in exact minutes and seconds, between the “Call Receipt” time and “At Scene” arrival time, or is cancelled by an OCEMS recognized public safety agency.

d) Failure to Report “At Scene” Time

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

e) Calculating Upgrades, Downgrades, Turn-around and Cancelled Responses

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

(1) Upgrades

If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority), compliance and liquidated damages shall be calculated based on the shorter of:

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

For example, a call is initially dispatched as Code 2 and is upgraded to Code 3. The applicable Response Time requirement shall be the shorter of the Code 2 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade plus the Code 3 Response Time.

(2) Downgrades

If a call is downgraded prior to arrival on scene (e.g. Code 3 priority to Code 2 priority), compliance and liquidated damages shall be determined by:

- (a) If the time of the downgrade occurs after the higher priority Response Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or
- (b) If the time of the downgrade occurs before the higher priority Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all

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

(c) Reassignment En Route

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

(d) Canceled Calls

If an assignment is canceled prior to arrival on the scene, compliance and liquidated damages will be calculated on the elapsed time from dispatch to the time the call was canceled.

f) Response Times Outside Primary Service Areas

Selected bidder(s) shall not be held accountable for Response Time compliance for any assignment originating outside the County. Responses to request for service outside the County shall not be counted in the total number of calls used to determine compliance.

g) Each Incident/Separate Response

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

h) Response Time Compliance for Individual Emergency Response Zones

Response Time requirements for the three (3) geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all three (3) geographical zones, are included in the calculation of non-compliance liquidated damages for emergency responses.

i) Equity in Response Times

(1) OCEMS recognizes that equity in Response Times is largely based upon call and population densities within the EOA regions. In developing Response Time Standards, OCEMS uses the three (3) geographical zones for Response Time compliance measurement.

(2) OCEMS may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the

Suburban/Rural or Wilderness zones become equal to or greater than the call density to the adjacent Metro/Urban zone, then that area shall be considered for reclassification for Response Time compliance.

- (3) Selected bidder(s) shall report to OCEMS each month, its response time performance in the existing ambulance zones. Chronically poor response time performance in any of the zones will result in the selected bidder being required to modify its deployment plans to achieve consistent performance. Chronically poor performance is defined as failure to meet response time performance in any (3) three consecutive months or any four (4) out of twelve (14) consecutive months. Failure to achieve consistent performance in any of these areas may result in these areas being used for compliance measurement and application of liquidated damages, rather than the countywide performance measure described previously. OCEMS reserves the right to look at any area of the County to identify if there are pockets of poor Response Time performance and refer such findings to the selected bidder for mitigation.

5. Response Time Exceptions and Exception Requests

Selected bidder(s) shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. It is understood that from time to time unusual factors beyond a reasonable control may affect the achievement of specified Response Times Standards. In the monthly calculation of performance to determine compliance with the Response Time Standards, every request from a recognized public safety agency originating from within County shall be included, except as follows:

a) Multi-casualty Disaster

Response Time requirements may be suspended at the sole discretion of OCEMS during a declared multi-casualty incident, medical advisory or disaster in OC, or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

b) Good Cause

- (1) OCEMS may allow exceptions to the Response Time Standards for good cause, as determined at their sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and there must have been a demonstration of a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, unusual system overload; incorrect or inaccurate dispatch information received from the public safety agency or calling party; disrupted voice or data radio transmission (not due to equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote

calls (patients' location is greater than ten (10) road miles from the nearest boundary of the wilderness zone) or off-road locations.

- (2) Unusual system overload is defined as 200% of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.
- (3) Extended delays at hospitals for transferring patients to receiving facility personnel shall not be a criterion for potential good cause exceptions. Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the selected bidder's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

c) Exception Request Procedure

- (1) It is the selected bidder's responsibility to apply to OCEMS for an exception to a required Response Time. If it is felt that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond a reasonable control, detailed documentation for each actual response in question shall be provided to OCEMS with a request to exclude the runs from calculations and liquidated damages. Any such request must be in writing and received by OCEMS within twenty (20) business days of the end of the month of occurrence.
- (2) A request for an exception received after the twenty (20) business days will not be considered. OCEMS compliance and review committee will review each exception request and make a decision for approval or denial. Any appeal of the decision must be submitted, in writing, to the OCEMS Medical Director within ten (10) business days after the committee's decision. All decisions by the OCEMS Medical Director shall be considered final.
- (3) At the sole discretion of OCEMS, calls with extended Chute Times (time interval from dispatch to ambulance en route) of more than two (2) minutes may be excluded from consideration as exceptions.

6. Response-Time Performance Reporting Procedures and Penalty Provisions

a) Response Time Performance Reporting Requirements

(1) Documentation of Incident Response Time Intervals

Selected bidder(s) shall document all times necessary to determine total ambulance Response Time, including but not limited to, time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time.

OCEMS will use the CAD database for the analysis and determination of response times. Selected bidder(s) may not make changes to times entered into CAD after the event; only OCEMS may make adjustments to reported CAD times. The selected bidder may request changes from OCEMS when errors or omissions are discovered. OCEMS has sole discretion whether changes to times are acceptable.

Other times may be required to document specific activities such as arrival at patient side, administration of treatments and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report (PCR) and in CAD system.

(2) Response Time Performance Report

OCEMS shall analyze and evaluate CAD data within twenty-five (25) business days following the end of each month, for the determination of Response Time non-compliance; and monitor Response Time data on an ongoing basis to evaluate performance. Selected bidder(s) shall self-monitor Response Time Data as follows:

- (a) Use Response Time data in an on-going manner to evaluate performance and compliance with Response Time Standards, in an effort to continually improve Response Time performance levels.
- (b) Identify the cause(s) of performance failures, and document efforts to eliminate the problems on an on-going basis.
- (c) Provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

b) Liquidated Damages Provisions

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. Severe or chronic deviations of Response Time compliance may constitute a breach of performance standards, which may be subject to the following liquid damage penalties.

(1) Liquidated Damages for Failure to Comply with Response Time Requirements

Selected bidder(s) shall pay OCEMS liquidated damages each month when they fail to comply with the Response Time requirements. Response Times shall be assessed for each call in each zone and within each code of response that exceeds the Response Time requirements. Liquidated damages for late responses increase according to the number of minutes the emergency ambulance is delayed past the mandated response, which shall accrue for all calls each month with no maximum penalty (Table 4).

In the event the selected bidder fails to report any or all times necessary to calculate Response Time, and when Response Time is not verifiable by other reliable means, the

selected bidder shall pay OCEMS a liquidated damages assessment of \$250 for each occurrence.

TABLE 4: Per Call Response Time Liquidated Damages

Late	Liquidated Damages
0.01 – 1 minute	\$5
1.01 – 2 min	\$10
2.01 – 3 min	\$20
3.01 – 4 min	\$50
4.01 – 5 min	\$70
5.01 – 6 min	\$90
6.01 – 7 min	\$110
7.01 – 8 min	\$140
8.01 – 9 min	\$160
9.01 – 10 min	\$180
10.01 – 15 min	\$200
15.01 – 20 min	\$250
20.01 – 30 min	\$300
30.01 – 60 min	\$600
> 60 min	\$10,000

(2) Failure to Respond

In the event the selected bidder does not respond with an ambulance to an emergency medical call, the liquidated damages assessed shall begin at \$10,000 per incident. Failure to respond is defined as any call request made for 9-1-1 emergency ambulance transport for which the selected bidder fails to dispatch and/or no ambulance responds within one (1) hour of call receipt.

Prior to imposition of liquidated damages, OCEMS shall conduct an investigation of the incident. Disruption in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate contract cancellation.

(3) Performance Credits

For each designated EOA region in which the Response Time Standard exceeds ninety percent (90%) in each calendar month, performance credits shall be applied against the total liquidated damages for Per Call Late Arrival Assessments, as referenced in Liquidated Damages for Failure to Comply with Response Time Requirements. For the purpose of performance credits, Response Time compliance for each calendar month shall be based on the overall average of all Response Times for all code priorities and geographical zones for that month. Performance credits shall be allocated each calendar month (Table 5).

TABLE 5: Performance Credits

% Compliance	Credit
91-92%	10%
92.01-93%	20%
93.01-94%	30%
94.01-95%	50%
95.01-96%	65%
96.01-97%	75%
97.01-98%	80%
98.01 +	90%

(4) Zone Non-Compliance

Selected bidder(s) is expected to meet overall Response Time compliance of ninety percent (90%) in each zone, within each code of response, for each month. Failure to meet this requirement shall be deemed in breach of contract:

- (a) In the same response zone for any two (2) reporting periods in any six (6) consecutive months; and/or
- (b) In the same response code category for any two (2) reporting periods within any consecutive six (6) month period.

In addition to the per call response time liquidated damages for late responses, liquidated damages shall be assessed on an escalating scale when response time compliance falls below ninety percent (90%) for any zone or response code within a given month (Table 6).

Failure to meet response time requirements for at least ninety percent (90%) of responses each month for three (3) consecutive months, or four (4) months in any contract year shall be considered a breach and may result in removal of the selected bidder and forfeiture of performance bond.

All Zone Non-Compliance liquidated damage amounts shall be paid each month by the selected bidder within thirty (30) business days of receipt of invoice from OCEMS unless otherwise stipulated.

TABLE 6: Liquidated Damages for Zone Non-Compliance

Zone Performance	Damages
89%	\$2,000
88%	\$4,000
87%	\$6,000
86%	\$8,000
85% and less	\$10,000

(5) Excessive use of Instant Aid/Mutual Aid

Selected bidder(s) may utilize Instant Aid/Mutual Aid support from approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely emergency medical services are rendered to person in need of such services within those areas.

Instant Aid/Mutual Aid support shall not be depended on regularly to cover designated EOA regions. In the event the selected bidder utilizes Instant Aid/Mutual Aid support from a specific agency more than 200% of the Instant Aid/Mutual Aid support that it provides the specific agency, the selected bidder shall pay OCEMS \$250 per response over the 200% threshold. Selected bidder may also be subject to liquidated damages based on Response Time non-compliance and uncollected amounts due to the emergency ambulance service providing the Instant Aid/Mutual Aid support (Table 7).

TABLE 7: Liquidated Damages for Contractor Excessive Instant Aid/Mutual Aid

Description	Fee	Payee
Use of other ambulance service (public or private) for 9-1-1 emergency ambulance response.	\$250 per occurrence when exceeds 200% of Instant Aid/Mutual Aid support that it provides the specific agency	County: EMS Trust Fund net thirty (30) business days from occurrence
	Applicable response time fines to a specified EOA when incurred by Instant Aid/Mutual Aid ambulance service's response.	County: EMS Trust Fund net thirty (30) business days from occurrence
	\$250 per occurrence if patient is uninsured or does not pay a "reasonable and customary" bill for service issued by the responding 9-1-1 emergency ambulance provider within six (6) months of date of service	9-1-1 Emergency Ambulance Service used. Direct payment by selected bidder.

(6) Additional Liquidated Damages

OCEMS may impose financial penalties for other breaches, and may impose a fine of up to \$500 per incident for any breach not specifically addressed in Table 8.

TABLE 8: Additional Liquidated Damages

Breach Event	Criteria	Penalty
Failure to provide timely operational reports	Operational and Response Time reports due on specific date after close of month	\$50 per report, per day, received after specified due date
Failure to accurately complete ePCR within specified time	Accurately complete ePCR for each patient care interaction within specified time	\$50 per instance when patient care records are not accurate and completed within established time. \$100 per day for every ePCR not completed within 24 hours of patient delivery
Failure to ensure equipment and supplies on board or emergency ambulance	All emergency calls shall be responded to by a 9-1-1 emergency ambulances stocked with equipment and supplies	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not prepared with equipment and supplies required for patient care

Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	\$50 per report or data submission, per day, received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	\$100 per report, per day, received after specified time frame
Failure to respond to an emergency request for a response from a County public safety agency	Respond to all official requests for a response from County public safety agencies	Minimum \$10,000 for each failure to respond to an official call
Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee

(7) Penalty Disputes

Selected bidder(s) may appeal to OCEMS, in writing, within twenty (20) business days of receipt of notification of the imposition of any penalty or penalty calculation. OCEMS shall review all such appeals and make a decision to eliminate, modify, or maintain the appealed penalty. Should the selected bidder desire to appeal the OCEMS decision, a written request must be submitted to the OCEMS Medical Director within ten (10) business days. All decisions by the OCEMS Medical Director shall be considered final.

c) Fleet Requirements

Selected bidder(s) shall provide all appropriate vehicles, fuel, oil, maintenance and any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California ambulance equipment standards.

(1) Emergency Ambulance Vehicles

- (a) Provide Modular (type III) dual real wheeled ambulances for the provision of the required services. Each vehicle used shall have no more than 100,000 miles at the start of contract.
- (b) Develop and maintain policies regarding fleet size and standardization, as well as a fleet maintenance program that addresses how ambulance maintenance is tracked, improved, and how vehicle failures are minimized.

(2) Quantity of Vehicles

- (a) Selected bidder(s) may be required by OCEMS to expand the total number of ambulances available for use within the EOA region(s) and/or the total number of

ambulances regionally available for use within the EOA region(s), if response time requirements are not consistently being met or if the EOA region(s) experience a significant call volume increase.

- (b) On an ongoing basis, maintain the number of 9-1-1 emergency ambulances equipped and fully staffed and operational that represent at least 130% of the peak staffing level. For example, if the peak number of ambulances is five (5), then a fleet of at least seven ambulances ($5 \times 130\% = 6.5$ rounded to 7) must be maintained. If a fraction is derived when multiplying the peak number of units by 130%, the number shall be rounded up to the next whole integer. (e.g., 6.5 would be rounded to 7).

(3) Inspection

- (a) OCEMS shall conduct scheduled and unscheduled inspections of ambulances, maintenance facilities, and maintenance records. Manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation shall be made available to OCEMS during inspections.
- (b) Develop and maintain an automated or manual maintenance program and record keeping system. Maintenance records shall be available to OCEMS for analysis and inspection, and shall be maintained for two (2) years.

(4) Daily Maintenance

- (a) Maintain daily maintenance of ambulance vehicles, which shall include, but not be limited to, the checking of tire pressure and condition, coolant, oil, fuel levels, and electrical system condition.
- (b) At the beginning of each shift, all ambulances shall have sufficient 9-1-1 emergency ambulance equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements under normal circumstances, which includes normal restocking during the shift.

(5) Ongoing Maintenance

- (a) Maintain all vehicles and equipment in excellent condition. Comply with or exceed the maintenance standard outlined in the Accreditation of Ambulance Services Standards published by the Commission on Accreditation of Ambulance Services. Failure to service and maintain all ambulances and equipment pursuant to the manufacturer's suggested maintenance program shall be deemed a breach of contract and cause for immediate contract termination.
- (b) Ensure the availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations pursuant to the standards set forth herein. Sufficient supplies and equipment (excluding fuel, lubricants and repair items)

needed to sustain local operations for a minimum of fifteen (15) days at its main operation location or its materials and supplies distribution center is required.

- (c) Replace, immediately, any vehicle or equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the standards described herein.
- (d) Provide OCEMS with the name and location of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the maintenance records; and the name and location of the electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems), and the name of the person knowledgeable of the maintenance records.

(6) Supervisor Vehicles

At a minimum, one (1) staffed field supervisor vehicle shall be in service in each EOA region at all times. The vehicle type and markings shall be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles shall be capable of towing 24-foot trailers with an estimated GVW of 10,000.

(7) Automatic Vehicle Locator

Provide, install, and maintain an automatic vehicle locator system in the ambulance dispatch center and in emergency vehicles. Such system shall be integrated with the CAD System. Existing computer interfaces for such integration may be utilized if all equipment is compatible.

d) Coverage and Dedicated Ambulances, Use of Stations/Posts

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. OCEMS neither accepts nor rejects selected bidder's level of effort estimates; rather OCEMS accepts the commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required to meet the requirements of this solicitation. Ambulance resources shall be deployed in a manner consistent with this goal.

E. EMERGENCY RESPONSE COMMUNICATION SYSTEMS

1. Compliance with Laws

- a) Prior to the contract start date, install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system, hereinafter referred to as Emergency Response Communications System (ERCS), according to the terms, conditions, and requirements contained herein.
- b) ERCS must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the contract.
- c) All 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications and requirements, as applicable.

2. Communications Requirements

Comply with the following requirements concerning the installation, use, operation, and maintenance of their Emergency Response Communications System:

- a) Prior to the contract start date, have any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the ERCS, which is necessary to provide the required services.
- b) Provide documentation describing in detail the operational design for the ERCS and methods proposed for dispatching ambulances.

- c) ERCS must be operated and maintained twenty-four (24) hours per day, seven (7) days per week.
- d) Dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted twenty-four (24) service.
- e) Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-1 ALS Provider Emergency Communications Center and the ambulance dispatch center

3. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)

The OC Sheriff-Coroner Department and OC Communications Division (OCC) currently serve as the central coordination point for the OC Emergency Response Communications System. As such, OCC operates, maintains, administers, and oversees the existing 800 MHz countywide Coordinated Communications System, which is the existing communications network that is responsible for providing emergency response system communications throughout OC, thereby, effectively linking emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within OC on a shared 800 MHz backbone County-wide Coordinated Communications System ("800 MHz C.C.C.S."). 9-1-1 ALS Providers are one of many participating and subscribing agencies to the 800 MHz C.C.C.S. Selected bidder's ERCS must be fully compatible with the 800 MHz C.C.C.S.

4. CAD Interface

Establish and maintain a Computer Aided Dispatch (CAD) interface, or other equivalent electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command Center (ECC), which may include, but is not limited to, hardware; software; and telecommunications lines that meet 9-1-1 ALS Provider specifications.

5. System Upgrades

Upgrade the ERCS with comparable and compatible technology to upgrades made to 9-1-1 ALS Provider or County ERCS.

6. Vehicle Communications 800 MHz Mobile Radio

All emergency ambulance vehicles licensed in OC must comply with OCEMS policies and directives related to communication requirements. These include, but are not limited to:

a) 800 MHz Mobile Radio

Install and maintain an OCEMS approved 800MHz mobile radio in the front passenger area (with a remote head in the rear patient area) of each ambulance that will be used to provide the required services.

- b) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain 800 MHz mobile radios in conjunction with the 800 MHz C.C.C.S.
- c) Comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures.
- d) Ensure 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier, and are configured to send status and message data compatible with 9-1-1 ALS Provider SmartNet Information Management Systems (SIMS) or similar systems, and includes a 9-1-1 ALS Provider approved and issued Motorola DEKbox with 8 status/message keys to transmit unit status (e.g., en route, on scene, and available status functions). Collaborate with 9-1-1 ALS Provider in configuration of the SIMS system to enable the feature on all radios enabled on the 800 MHz C.C.C.S.
- e) 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S., and OCEMS specifications and requirements.

7. Mobile Data Computer System

Install and maintain an OCEMS and 9-1-1 ALS Provider approved and issued mobile data radio and necessary equipment and software to support the mobile data radio at the dispatch center, for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status.

8. UHF Med Radio

Install and maintain a dedicated UHF Med Radio capable of continuous operation on Med 9, for purposes of communicating current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

9. Web Based Communications Application

Install a web-based communication application at the dispatch center for hospital status, required assessments and messages, and MCI coordination (e.g. ReddiNet or other systems that can replicate ReddiNet).

10. OC Medical Emergency Data System (OC-MEDS)

Utilize the OC-MEDS electronic patient care record (ePCR) software for documenting patient care, and ensure inter-operability with 9-1-1 ALS providers, emergency receiving hospitals, and other applicable providers.

a) Service Administrator Requirements

- (1) Designate at least one OC-MEDS Service Administrator. OCEMS also recommends designating two (2) additional individuals to serve as alternates.
- (2) The OC-MEDS Service Administrator shall manage the day to day operational needs as it pertains to OC-MEDS, and shall be the primary point of contact for OCEMS for any OC-MEDS related issues.

b) Technical Requirements

- (1) Establish and maintain CAD integration with OC-MEDS, which shall include a one-way data push from the CAD system to OC-MEDS with real time updates upon each status change.
- (2) Supply and maintain computer hardware required to support ePCR documentation within OC-MEDS.
- (3) Establish and maintain continuous mobile internet connectivity in each response vehicle. Mobile internet connectivity (aka Mobile Hot Spot) shall be available for use by EMS first responders, 9-1-1 ALS providers, and other public safety entities.

c) ePCR Compliance and Training

- (1) Accurately complete an ePCR on every patient to include all information required by OCEMS and established in Title 22, Division 9, Chapter 4, Article 8, Section 100700.
- (2) Ensure the ePCR is posted to OC-MEDS upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures.
- (3) Provide an electronic or hard copy ePCR to the emergency receiving center for each patient.
- (4) Provide initial and continuing OC-MEDS ePCR education and training for employees who will be documenting in OC-MEDS.

F. FACILITIES, SUPPLIES AND EQUIPMENT

Provide all facilities, equipment, material, and supplies, as well as any other resources deems necessary to provide the required services; maintain a neat, clean, and professional appearance of equipment and facilities; ensure all equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment; and shall use the same or compatible patient care equipment as standardized 9-1-1 ALS provider agency equipment.

1. Standard Inventory

- a) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA service areas.
- b) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.00 Section 300), an automated external defibrillator shall be carried and stocked at all times on each ambulance providing services.

2. Facilities

Provide at least one (1) facility with a physical location of appropriate size in each designated EOA for crew comfort, vehicle re-supply and cleaning, personnel management and communications. Facilities are subject to inspection by OCEMS at any time without notice.

G. PERSONNEL**1. Management Team**

- a) Management team, at a minimum, shall include senior members having no less than five (5) years' experience supervising a 9-1-1 transportation service, in a primary or back-up capacity, of similar size and population to the EOA region(s).
- b) Changes in executive, operations, and clinical management/leadership staff shall be communicated to OCEMS, in writing, within ten (10) business days of the effective date of the change.

2. EMS Liaison

Designate an EMS Program Liaison, who may also be the operations manager, division manager or similar position. The EMS Program Liaison shall have an overall grasp of the entire operation, be responsible for overall day-to-day operations, perform information review and gathering, and report generation and analysis. Responsibilities shall include, but not be limited to:

- a) Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable EMS and/or public safety agencies within the EOA.
- b) Participate in EMS System Stakeholder Committees and task force groups. At a minimum, provide representation at applicable base hospital meetings, quality assurance forums and other ancillary meetings required by OCEMS (e.g., REAC, County Paramedic Agency Committee).

3. Field Supervision

OCEMS recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs, and desires that these personnel and

operational supervisory responsibilities do not displace the provision of direct clinical supervision of the caregivers. Minimum requirements and duties for this position are:

- a) Provide 24 hours a day, on-duty supervisory coverage within the designated EOA region(s). An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.
- b) Ensure the individual has the ability to monitor, evaluate, and improve clinical care provided by their personnel, and ensure that on-duty employees are operating in a professional and competent manner.
- c) Individual shall not be assigned to a 9-1-1 emergency ambulance unit.
- d) Individual shall have a minimum of one (1) year experience in providing 9-1-1 emergency ambulance transport, and shall have successfully completed ICS 100, 200, 300 & 400, NIMS 700 & 800.

4. Personal Safety Equipment

- a) Provide personal safety equipment for all employees in accordance with applicable federal and state laws and standards. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.
- b) Personal safety equipment shall comply with State EMSA Guideline 216 regarding recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels of Personal Protective Gear, 29CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated to 9-1-1 emergency transportation, including:
 - (1) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS Standards)
 - (2) Hard hat, Work Helmet Blue.
 - (3) Leather gloves.

5. Internal Health and Safety Program

- a) Implement multiple programs to enhance the safety and health of the work force, which shall include driver-training, safety, and risk management training.
- b) Develop and maintain an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including pre-employment drug screening and random alcohol and drug testing. Any employee found working under the influence of alcohol or drugs must be immediately removed from performing services under this solicitation.

6. Evolving OSHA and Other Regulatory Requirements

- a) It is anticipated, during the term of the contract that certain regulatory requirements, for occupational safety and health, including but not limited to, infection control, blood-borne pathogens and TB maybe increased. It is OCEMS' expectation that appropriate procedures shall be adopted that meets or exceeds the requirements for dealing with these matters.
- b) Make available at no cost to employees, all currently recommended immunizations including influenza vaccinations and TB skin test.

7. Staff Resources

Ensure that all personnel have access to support references and resources, which may include, but are not limited to:

- a) Employee Handbook that describes the organization's operational policies and procedures (P&Ps). A copy of the handbook shall be made available to OCEMS upon request.
- b) Access to and adherence to OCEMS P&Ps herein and upon all revisions. (www.HealthDisasterOC.org/EMS).
- c) Incident reporting P&Ps that include steps for reporting accidents and incidents that occur in the performance work duties. Incident reporting programs shall provide, at a minimum, a mechanism for reporting patient care, customer service, and operational related incidents.
- d) P&P related to field supervision, which shall address, at a minimum, training and education and oversight plans and procedures for the designated EOA region(s).
- e) P&P related to scene safety and personnel safety.

H. DATA MANAGEMENT

Selected bidder(s) shall provide, maintain, and adhere to the following:

1. Data and Reporting Requirements

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

a) Dispatch Computer

The dispatch computer utilized shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. In conjunction with OCEMS, establish procedures to automate the monthly reporting requirements not collected within CAD data.

b) Records

Complete, maintain, and provide to OCEMS, upon request, adequate records and documentation to demonstrate its performance compliance and aid OCEMS in improving, modifying, and monitoring the EMS system.

c) Monthly Reports

(1) Provide to OCEMS, within twenty (20) business days after the first of each calendar month, computer database data in an electronic format and reports pertaining to performance during the preceding month related to clinical, operational, and financial performance.

(2) Document and report to OCEMS, monthly, in writing, and on a form approved or provided by OCEMS, Response Time compliance and customer complaint/resolutions. Reports other than Response Time compliance and customer complaint/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than November 30 of the preceding year, OCEMS shall provide a list of required reports and their frequency and due dates. Reports shall include, at a minimum:

(a) Clinical

- Continuing education compliance reports
- Summary of clinical/service inquiries and resolutions
- Summary of interrupted calls due to vehicle/equipment failures

(b) Operational

- A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time
- A list of mutual aid responses to and from system

(c) Response Time Compliance

- A list of each emergency call dispatched for which the selected bidder did not meet the Response Time standard for each Emergency Response Zone and an explanation of why the response was late
- Canceled calls
- Exception reports and resolution

(d) Response Time Statistical Data

Within twenty (20) business days following the last day of each month, ensure that any Response Time statistical data not available within CAD are available to OCEMS in a computer readable format approved by OCEMS, and are suitable for statistical analysis for all ambulance responses originating from requests within the County.

(e) Personnel Reports

Ensure all licensed, certified, accredited and authorized staff is current and up-to-date in the OC-MEDS licensure system. Provide OCEMS a personnel list by January 31st of each year, which shall include names of all owners, executive leadership, management, and supervisors employed. The personnel list shall include, at a minimum, the name, address, telephone number of each person on the list.

(f) Other Reports

Provide other reports and records as may be required by OCEMS.

I. EMS SYSTEM AND COMMUNITY

1. Participation in EMS System Development

OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and mutual aid Response; therefore, selected bidder(s) shall be required to actively participate in service area and regional disaster preparation and response, including disaster drills and exercises, mutual and automatic aid agreements, and training.

2. Accreditation

Current CAAS Accreditation is preferred. If selected bidder(s) is not currently CAAS accredited, selected bidder(s) shall within twenty-four (24) months of the start of the contract, attain full accreditation as an ambulance service through the Commission on Accreditation of Ambulance Services (CAAS), and maintain accreditation through the term of the contract.

3. Handling Service Inquiries and Complaints

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

4. Patient Satisfaction Program

Implement a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS prior to implementation, and for all subsequent modifications and updates. The PSP may be developed and implemented in cooperation with the 9-1-1 ALS providers, and shall include, but not be limited to:

- a) Qualitative and quantitative assessments related to 9-1-1 ALS provider level care.
- b) Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

5. Public Education

Develop and implement public outreach/education programs to improve community health and education programs that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. Additionally, develop an annual training plan that includes a list of programs and associated objectives to be offered in the calendar year.

J. ADMINISTRATIVE PROVISIONS

1. Payments for Procurement Costs, County Compliance Monitoring, Contract Management and Regulatory Activities
 - a) Selected bidder(s) shall reimburse OCEMS for a portion of its expenses related to conducting this procurement, monitoring and managing the contracts, provision of medical direction, and conducting periodic procurements. A one-time payment shall be due upon execution of the contract, which shall represent a portion of the estimated actual costs to OCEMS for conducting this RFP and monitoring the contracting process. The one-time payment totals \$50,000, and is prorated to each designated EOA region based on current transport volumes. (Table 7)
 - b) Selected bidder(s) shall pay OCEMS the amount of \$13.33 per patient transport from calls originating from the 9-1-1 system. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first payment for this contract will be invoiced after the fourth quarter of calendar year 2014 and will include all calls occurring from the commencement of the contract

Table 7 One Time Contractor Payment

EOA Region	Cost
EOA- A	\$4,500
EOA- B	\$9,000
EOA- C	\$12,500
EOA- D	\$11,500
EOA- E	\$12,500
TOTAL	\$50,000.00

2. Accounting Procedures

a) Invoicing and Payment for Services

OCEMS shall render its invoice for any liquidated damages to the selected bidder within thirty (30) business days of OCEMS' receipt of the monthly performance reports, and after approval of the penalties determined. The selected bidder(s) shall pay OCEMS on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty (30) day period. If a dispute has not been resolved to OCEMS or the selected bidder's satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

b) Audits and Inspections

- (1) Maintain separate financial records for services provided through this solicitation, in accordance with generally accepted accounting principles. With reasonable notification and during normal business hours, OCEMS shall have the right to review any and all business records including financial records pertaining to the required services. All records shall be made available to OCEMS at the selected bidder's OC office or other mutually agreeable location. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment contracts.
- (2) On an annual basis, provide OCEMS with audited financial statements by certified public accountants for ambulance operations in OC and/or separate business records of financial accounting of any other businesses that share overhead with the ambulance service operation.
- (3) Selected bidder(s) may be required by OCEMS to provide periodic reports in a format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

3. County License

OCEMS oversees ambulance services within the County. Pursuant to OCEMS policies, an ambulance company must obtain the appropriate ambulance service and vehicle permits and licenses.

OCEMS Policies and ambulance service applications can be found on the Orange County EMS website at www.healthdisasteroc.org/ems

4. Annual Performance Evaluation

OCEMS shall evaluate the performance on an annual basis, which may include, but not be limited to:

- a) Response Time performance standards assessed with reference to the minimum requirements in the Contract.
- b) Clinical performance standards assessed with reference to minimum contract requirements.
- c) Initiation of innovative programs to improve system performance.
- d) Compliance with information reporting requirements.

5. Service Rates

Selected bidder(s) shall adhere to the Service Rates below:

a) Maximum BLS Service Rate

No more than the maximum OC Board of Supervisors approved BLS Service Rate may be charged to patients for the provision of the required services.

b) Maximum ALS Service Rate

The maximum ALS Service Rate may be charged for OC Fire Authority (OCFA), provided that emergency ALS services to patients transported either ALS or BLS were provided. For service calls in which ALS services are provided by OCFA to patients that are transported either ALS or BLS, the selected bidder(s) shall be responsible for charging and collecting the ALS Service Rate. No more than the maximum OC Board of Supervisors approved ALS Service Rate may be charged. The ALS Service Rate is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of July 1, 2013, the approved maximum ALS Service Rate is \$387.35 per transport.

c) ALS Reimbursement Rate for Medicare Patients

The ALS Reimbursement Rate for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons), that use Medicare rates as a basis for payment in full, shall be based on the Medicare allowed amounts.

(1) ALS-1 Emergency Services

The ALS Reimbursement Rate for ALS-1 emergency transports and ALS-1 emergency assessments with BLS transports for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans that use Medicare rates as a basis for payment in full, is the ALS Increment. The ALS Increment is defined as the difference between the Medicare allowed amount for a given ALS service (i.e., ALS-1 or ALS-2) and the Medicare allowed amount for BLS emergency services, prior to the twenty percent (20%) co-payment deduction.

(2) ALS-2 Services

The ALS Reimbursement Rate for ALS-2 services shall be the ALS Increment, as defined above.

(3) Annual Adjustments

The ALS Reimbursement Rate shall be reviewed annually by OCFA. The ALS Reimbursement Rate reimbursable to OCFA by selected bidder's for all ALS services provided to patients, excluding Medicare patients and patients covered under Medi-Medi or Medicare + Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. The current ALS Reimbursement Rate as of as of July 1, 2013 is as follows:

(a) ALS Reimbursement Rate is \$274.38 per transport with ALS services.

(b) ALS Reimbursement Rate for Medicare patients and patients with Medi-Medi or Medicare+Choice plans is ALS-1 or ALS-2 Increment.

d) Medical Supply Flat Reimbursement Rate

Selected bidder(s) shall reimburse OCFA for each BLS/ALS transport to cover OCFA's costs for providing expendable medical supplies. The Medical Supply Reimbursement Rate is a flat fee rate per transport, reviewed annually by OCFA, and is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of July 1, 2013, the Medical Supply Reimbursement Rate is \$30.65 per BLS/ALS transport.

e) Zero-Pay Patients

OCFA shall not require selected bidder(s) to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate, nor any portion thereof, for zero-pay patients. Zero-pay patients are calls for service to patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (e.g., Medi-Cal, CalOptima, California Child Services, Medical Services Network). Selected bidder(s) may seek relief from making the required reimbursement payments to OCFA by applying for a Zero-Pay Patient Exemption as provided below.

(1) Risk of Non-Payment

Except as provided otherwise herein, assume the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with performance, including all BLS and ALS charges incurred, as well as all ALS reimbursements and medical supply reimbursements.

(2) Medicare Patients

Selected bidder(s) may not charge Medicare patients more than the maximum Medicare rate.

f) Billing, Audit, and Access to Records

(1) Selected bidder(s) shall only bill for services according to the approved service rates and schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless approved in writing and in advance by OCEMS.

(2) Prior to the start of services, selected bidder(s) shall establish an auditable billing system approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient billing/records system shall be organized so that search and retrieval of all billing records can readily be made by OCEMS according to the following criteria:

- BLS
- Patient Name
- Chief complaint (billed)
- Response location including zip code
- BLS Transport
- ALS Assessment/BLS Transport
- ALS Escort
- 9-1-1 Responses without transport
- Day/Month/Year/Time
- Patient care record number

g) Accounting

Maintain accurate and complete records of all patient accounting in accordance with generally accepted accounting principles and practices consistently applied. Provide, at no cost to OCEMS, access to such records and information upon seventy-two (72) hours advanced written notice at all times during normal business hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such information. Records shall include but not limited to:

- Patient invoices
- All service charges
- All reimbursements
- All payments made to other providers
- Invoices, payments, and correspondence to and from private insurers, federal or state health care programs, responsible third parties, and OCEMS.

h) Submission of Claims

Submit timely and accurate claims for services provide. A third party billing agent may be used for this purpose and must meet the requirements of this solicitation.

i) **Monthly Payments to OCFA**

All ALS reimbursements and medical supply reimbursements, as required in this Section, (hereinafter referred to as “Monthly Payments”) must be promptly paid by Selected Bidder to OCFA beginning ninety (90) days from September 1, 2014, and such payments shall continue to be promptly remitted by Selected Bidder to OCFA thereafter within ninety (90) days after the first day of each month throughout the contract term. Zero Pay Patient Exemptions may be requested by Selected Bidder for each qualifying call by following the procedures below. A penalty of \$500 may be imposed for each late payment. Selected Bidder whose monthly payments are sixty (60) days late (or more) may be assessed a 1½% late fee for each month that payments are not made. Failure to make timely Monthly Payments may be deemed breach of contract.

j) **Zero Pay Patient Exemption Requests**

Selected Bidder must submit to OCFA for approval all Zero Pay Patient Exemption requests and all documentation justifying each request. Zero Pay Patient Exemption requests must be submitted by Selected Bidder with their monthly ALS reimbursement and medical supply reimbursement payments for the month in which the exemption is requested and must be reflected as a credit on the current Monthly Payment remittance. Requests for exemptions outside the current monthly payment period will not be considered, except as provided herein. Each Zero Pay Patient Exemption will be evaluated and either granted or denied at the sole discretion of the OCFA EMS Section Battalion

Chief. Selected Bidder will be notified in writing by the OCFA EMS Section Battalion Chief if any exemption request will be denied within thirty (30) days of receipt of the request. The decision may be appealed by the Selected Bidder to the OCFA Fire Chief, whose decision shall be final. In the event a Zero Pay Patient Exemption request is denied, the requesting Selected Bidder shall adjust its next Monthly Payment remittance for the amount of the credit denied. Exemption requests for "Retro Credits" should be made within the month the Selected Bidder receives notification of the retroactive enrollment in a qualified zero pay patient program.

6. Contract Breach Affecting Health and Safety

- a) In the event OCEMS determines that a 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 OCEMS' opinion such that public health and safety are endangered, the matter shall be presented to the OCEMS Medical Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur, and that public health and safety would be endangered by allowing operations to continue, the selected bidder shall cooperate fully with OCEMS to affect a transition to allow OCEMS pre-identified alternate emergency ambulance service provider to take over the provision of the required services.
- b) In the event of determination by OCEMS that the selected bidder is in breach of the contract or County Ordinance, and that the nature of the breach is such that the public health and safety are endangered, the performance security shall be subject to immediate release of funds to the County.

7. Alternate Emergency Ambulance Service Provider

Upon contract award of designated EOA regions, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest scoring bidder in each EOA region as the back-up service provider in the event the selected bidder is unable to fulfill the terms of the contract at any time.

8. Transition Planning - Competitive Bid Requirement

Selected bidder(s) acknowledge that OCEMS intends to conduct a competitive procurement process for the provision of the required services within OCEMS' EOA regions prior to the termination of the contracts that result from this solicitation. Selected bidder(s) acknowledge and agree that OCEMS may select a different ambulance service provider to provide exclusive emergency ambulance services following said competitive procurement process, and to reasonably extend its obligations hereunder if such extensions are necessary to complete such process, including but not limited to, any reasonable decisions to cancel and restart such processes.

9. General Provisions

a) Permits and Licenses

Obtain and maintain any and all required federal, state, or local permits or licenses required to perform the required services, and make all necessary payments for licenses and permits for the required services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of the selected bidder(s) to schedule and coordinate all such applications and application renewals as necessary to ensure compliance with federal, state, and local requirements for permits and licenses as necessary to provide the required services. Selected bidder(s) shall also be responsible for ensuring that its employee's state and local certifications necessary to provide the required services, as applicable, are valid and current at all times.

b) Compliance with Laws and Regulations

All services provided under this solicitation shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be the selected bidder's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the required services, and to maintain compliance with those applicable standards at all times.

c) Observation and Inspections

- (1) OCEMS may, at any time, and without notification, directly observe operations of the dispatch center, maintenance facility, or any ambulance post location; and may ride as "third person" on any vehicle at any time.
- (2) At any time during normal business hours, and as often as may be reasonably deemed necessary by OCEMS, OCEMS may observe office operations, and selected bidder(s) shall make available to OCEMS for its examination, any and all business records, including incident reports, and patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records for OCEMS to fulfill its oversight role.

d) Notice of Litigation or Investigations

Selected bidder(s) shall agree to notify OCEMS within twenty-four (24) hours of any litigation, federal or state investigation or significant potential for litigation, federal or state investigations of which they are aware.

Bidder’s proposal must clearly meet all of the requirements of this solicitation. Bidders should review all requirements and instructions to ensure that each requirement is clearly addressed in the proposal. HCA shall not be responsible for any oral instructions given by any employees of HCA in regard to the proposal instructions, specifications, or proposal documents described in this solicitation. Bidders may submit a proposal for up to two (2) County EOA ambulance regions, which may result in a bidder being selected to provide services in one (1) or both regions.

- A. Proposals should be carefully proofread and include the following:
 - 1. Table of Contents with page numbers, for each uploaded file.
 - 2. Reference(s) to any appendices.
 - 3. Placement of required forms immediately after the text they support in the proposal.
 - 4. Numbered pages.
 - 5. Single-sided text, at least one and one-half (1½) line-spaced.
 - 6. Times Roman 12 point font.
 - 7. Each section is to be separated by a titled cover page (similar to a tab in a binder), and each question as it appears in the solicitation is to precede its corresponding response.
 - 8. All requested information is to be in the sequence and format specified in the solicitation.
- B. Use the Proposal Preparation Checklist (Form A) (Attachment II) to plan and monitor proposal preparation, as well as to verify completion of all materials before submission.
- C. Follow instructions about the order for presenting information, narrative text, and information requested on the forms.
- D. Proposals and requested documents must be electronically uploaded in PDF format, via BidSync. Hard copy proposals will not be accepted.
 - 1. Section IV is to be uploaded in one (1) file labeled “[RFP Name]-[Bidder Name]-Agency Description”.
 - 2. Section V is to be uploaded in one (1) file labeled “[RFP Name]-[Bidder Name]-Proposal”.
 - 3. Allow sufficient time to upload all required files. After the 4:00 P.M. PST proposal deadline, BidSync will not allow any uploads, e.g., if file #1 uploaded successfully at 3:58:23pm and file #2 is in progress of being uploaded at 4:00:01pm, file #2 will not upload successfully. **If all files are not uploaded successfully by the 4:00 P.M. PST proposal deadline, your proposal will not be accepted.**
- E. Provide accurate, honest, and verifiable information. Reviewers tend to respond more favorably to a candid account of problems and a realistic plan to address them, than a glossing over of an apparent problematic situation. Information that is deliberately inaccurate may prompt an investigative review and will affect the evaluation of the proposal.
- F. Ensure that information provided on the forms is consistent with the narrative and the information provided on other forms.

- G. If you omit any required information or data, explain why.
- H. Prepare the proposal with the reviewer in mind; do not assume reviewers know your program.
Proposal must be detailed and completely self-explanatory.
- I. Provide documentation where necessary, including items such as forms, etc.
- J. Do not use appendices for information that is required in the body of the proposal. Use appendices to provide documentation or examples of activities mentioned in the proposal.

Provide the information requested below in one (1) file per Section III instructions. Failure to provide and/or disclose requested information and/or documents may result in disqualification of your bid.

- A. Complete the Agency Description (Form B - Attachment II). Ensure Form B is signed prior to scanning and uploading it into BidSync.
- B. Complete the Board of Directors (Form C - Attachment II).
- C. Provide copies of the documents below. Include an index of all the documents included, and an explanation for any document requested but not provided.
 1. If incorporated:
 - a. Articles of Incorporation executed by the Secretary of state, including all amendments.
 - b. By-laws, including all amendments.
 - c. Board of Directors resolution empowering a Corporate Officer either by title or individual name, to act on behalf of the organization by his/her signature alone.
 2. If not incorporated: Documentation empowering an Authorized Representative to act on behalf of the organization by his/her signature alone.
 3. Fictitious Business Name statement filed with the County Clerk and proof of publication.
 4. Partnership papers and/or joint venture agreements.
 5. Evidence of federal/state tax status.
 6. IRS W-9 Form: Request for Taxpayer Identification Number and Certification.
 7. CHP License/CAAS accreditation/OCEMS License.
 8. Conflict of Interest statement.
 9. Recent financial statement prepared by an independent Certified Public Accounting (CPA) firm.
 10. Any audits, reviews, or inspection reports completed by a CPA firm, regulatory agency (e.g., Occupational Safety and Health Administration), or other government agency within the last twelve (12) months.
 11. Corporate organizational chart that includes all programs, identifies the relationship of the proposed program to the overall organization, and identifies the reporting relationship of each proposed staff position.

12. Data Universal Number System (DUNS): A unique 9-digit identification number required by the federal government as part of their financial request and reporting process, which can be obtained free of charge from Dun and Bradstreet's website (www.dnb.com) or by calling (866) 705-5711. Every bidder is required to provide a DUNS number regardless of the funding source of this solicitation.
- D. Acknowledgement that you will submit a copy of your organization's insurance certificates and endorsements to the County prior to the services start date, and that the limits will, at a minimum, meet the minimum limits referenced in Section I.K. of this solicitation.
- E. Describe any pending audits, pending litigation, and/or investigation involving the organization. Limit your response to one-half (1/2) page of text.
- F. Provide three (3) professional references from an organization who has knowledge of your performance within the last year, will corroborate that your performance as an emergency ambulance transportation services provider meets the requirements of this solicitation. References must be submitted on the organization's letterhead and signed by an individual that has the authority to submit the reference on behalf of the named organization.
- G. Describe any performance issues and/or audit or review of any contractual documents (e.g., invoices, units of service reports, etc.) within the last two (2) years that resulted in a corrective action plan, reimbursement of money to funder, investigation, and/or termination of any contract(s) between your organization and the County, other government entity, and/or private organization. Limit your response to one (1) page of text. For each performance issue include:
1. The type of contract, contract term (dates), funding amount and services provided.
 2. The issues and circumstances.
 3. How and when the issues were resolved.
 4. Your plans to ensure that the issues will not recur in future contracts.
- H. Complete and sign the Attestation Form (Attachment I - Contracting Requirements). Ensure the applicable section is checked and the form is signed prior to scanning and uploading it into BidSync. Upload the signed Attestation Form only; **do not** upload the pages containing the Contracting Requirements.