

**County of El Dorado
California**

Health Services Department

Request for Proposals

RFP #: 11-0073

**County Service Area #3
Advanced Life Support
Ambulance Service**

**Pre-proposal Conference Scheduled for:
10:00 am PST, March 1, 2011**

At:

**South Lake Tahoe Library
1000 Rufus Allen Blvd.
South Lake Tahoe, CA 96150**

Proposals Including Credentials Due

No later than 3:00 local time April 1, 2011

Table of Contents **Page**

I.	Notice of Request to Submit Proposals	3
	Schedule of Events	4
	Preproposal Conference Attendance Required	3
II.	Overview of System Design	7
III.	Service Area Summary, Demographics and Background	14
IV.	Operations Management Provisions	15
V.	Clinical and Employee Provisions	36
VI.	System Enhancements	41
VII.	Financial and Administrative Provisions	42
VIII.	Submission & Scoring of Proposals	51

Appendix 1, Mandatory Table of Contents

Appendix 2, Contractor Compensation

Appendix 3, Investigative Releases

Appendix 4, Indemnity and Insurance Provisions

Appendix 5, Equipment Furnished by County

Appendix 6, Proposer Certification

I. Notice of Request to Submit Proposals

Notice is hereby given that the County of El Dorado, California is requesting that qualified proposers submit proposals for the provision of emergency (911), non-emergency, interfacility and critical care transport ambulance services, including ambulance dispatch, and certain other services as specified herein. The successful proposer (or “Contractor”) will be granted an exclusive contract for an initial period of five (5) years, beginning September 1, 2011 and will have the opportunity to earn up to five (5) years of earned extensions. The contract under which these services are to be procured will be a term agreement, with payment to be provided to the Contractor by the County on a monthly basis according to the provisions of Appendix 2, Contractor Compensation.

The successful proposer will be expected to execute a contract for services that is substantially similar, except to the extent modified in this request for proposal, to the current service contract. The current service contract is available at:

<http://www.edcgov.us/Government/EMS/Agreements.aspx>

The request for proposal (“RFP”) defines the scope of services and outlines the requirements that must be met by proposers (“Proposers”) interested in providing such services. The Request for Proposal more fully sets forth the requirements that must be met by a proposer in order for his/her/their proposal to be considered. Proposers shall carefully examine this Notice, the entire RFP and appendices and any addenda thereto, and all related materials and data referenced in the RFP or otherwise made available, and shall become fully aware of the nature and the conditions to be encountered in performing the service, and all of the requirements for submitting a proposal

This is a fixed price RFP process. The County will provide no subsidy or revenue other than the resources and consideration outlined in this document.

A. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference (“Pre-Proposal Conference”) has been scheduled for 10:00 am PST, March 1, 2011 at the following location:

**South Lake Tahoe Library
1000 Rufus Allen Blvd.
South Lake Tahoe, CA 96150**

Proposers are required to attend the Pre-Proposal Conference to participate in the process and to submit a proposal. Proposers will be registered at the Pre-Proposal

Conference by signing in on an attendance list, listing the company name and the name, address, phone number, facsimile number and email address of the company's contact individual for all official communications related to this procurement from the County. Each registered company may register only one contact individual. The County and the Polaris Group will not be responsible for providing notifications, addenda and other information to any person, company or entity who is not properly registered with the County at the Pre-Proposal Conference.

For the convenience of the Proposers, this RFP and related appendices, addenda and other communications may be transmitted by electronic mail or facsimile however Proposers are cautioned that only the printed hard copy supplied by the County directly on its website or through the mail or courier service is official.

The purpose of the Pre-Proposal Conference is to provide a forum for answering Proposer's questions. The conference will be the only time that general questions are answered regarding the competitive process. This will ensure that all prospective proposers receive the same information. Questions and answers should be put in writing, but need not be submitted in advance of the conference. If a written response to a question is provided then all prospective bidders will receive a copy of the question and the answer.

B. Schedule of Events

The following table provides information about the schedule for this procurement process at the time of RFP release:

Advertise and Issue RFP	February 8, 2011
Pre-proposal Conference	March 1, 2011
Issue addendum to RFP	Week of March 1, 2011
Proposals with Credentials Due	April 1, 2011
Credentials & Proposal Review	April 2 to 21, 2011
Oral Presentations	April 20, 2011
Credential & Proposal Evaluation/ Scoring	April 20, 2011
Final Contract Signed	June 7, 2011
Contract Implementation	September 1, 2011

Any adjustment or changes in the schedule after the release of this RFP will be provided in the form of a written addendum to the RFP and sent to all persons who have attended and appropriately registered at the Pre-Proposal Conference. Verbal notifications are not official, may be incorrect, and therefore should not be relied upon. The County reserves the right to cancel this RFP as deemed necessary or in the best interests of the County.

C. Submission of Proposals & Proposal Opening

Proposals submitted in response to this RFP must be submitted as specified in this RFP, inclusive of Section VIII of the RFP. Special Attention of the Proposers is drawn to the formal requirements for proposals set forth in Section VIII.

D. Proposer's Certification

Each proposal submitted in response to this RFP must contain an executed Proposer's Certification Statement signed by a person having authority to make commitments on behalf of the Proposer. The Proposer's Certification shall constitute a warranty and material representation, the falsity of which shall entitle the County of El Dorado to pursue any remedy authorized by law, including the right of declaring any contract made as a result thereof to be void. The required Proposer Certification is provided in Appendix 6 of this RFP.

E. Mandatory Deposit Required

All proposals must be accompanied by a proposal deposit (not a bid bond) in the sum of \$5,000.00 in the form of a certified check or cashier's check made payable to the County of El Dorado. This proposal deposit will be returned to any unsuccessful Proposers within ten business days after the award of the contract, except that if, upon investigation of credential and proposal submissions it is determined that a Proposer has misrepresented itself or provided false or inaccurate information, then that respective Proposer's deposit shall be forfeited to the County as provided in this RFP. The successful Proposer's proposal deposit will be returned upon the signing of the contract. No interest will be paid on any proposal deposit.

F. Business License Requirement:

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposer may be required to possess a County business license to award contract.

G. Official Contacts Only

Proposers are cautioned that any and all inquiries made before or after the mandatory Pre-Proposal Conference must be made to the County's Purchasing Agent.

Requests for clarification or interpretation of the RFP specifications must be made in writing. The question(s) and respective answer(s) to substantive questions raised by any proposer will be sent in written form to every potential proposer who has properly registered with the County. Any information obtained by Proposers from any source other than written communication from the Purchasing Agent should be considered unofficial and possibly in error.

Any attempt to contact members of the El Dorado County Board of Supervisors or County staff regarding this procurement will be refused and may result in disqualification from this competitive procurement.

H. Awarding Authority and Protest Procedure

Award of a contract will be considered by the Board of Supervisors for the County. The County reserves the right to investigate, request clarification of, and verify any and all proposals, to waive any and all irregularities, and/or to reject any and all proposals as deemed by the County as necessary and/or in the best interests of the County.

Proposers attention are drawn to the award protest procedure later in this RFP. Failure to follow the protest procedure shall be deemed to be a failure to exhaust a Proposer's administrative remedy.

II. OVERVIEW OF SYSTEM DESIGN

The County of El Dorado Emergency Medical Services (EMS) System is authorized by the County *Emergency Medical Service and Medical Transportation Ordinance* (Chapter 8.74 of Title 8 of the County of El Dorado Ordinance Code) (hereafter EMS Ordinance) under the provisions of Title 22, the California EMS Act and the California Health and Safety Code, which provides that counties may establish standards for ambulances, contract for the provision of ambulance, EMS and Advanced Life Support services, and establish exclusive operating areas for these services. The County's EMS Ordinance is available at: <http://www.edcgov.us/EMS/>

County Service Area #3 (CSA #3)

County Service Area #3 (CSA #3) is located in the eastern portion of the County of El Dorado in the Sierra Nevada mountain range of north-central California, with a population of approximately 34,000 residents, and includes the City of South Lake Tahoe. It encompasses 94 square miles, and is an alpine environment, with variable weather extremes. Elevations in the CSA #3 range to more than 10,800 feet. Douglas County, Nevada, borders the CSA #3 on the east; Placer County on the north; Alpine County on the south; and the western portion of the County of El Dorado on the west.

Geopolitically, the County is divided into two County Service Areas (CSA's), CSA #3 (the Lake Tahoe Basin, the City of South Lake Tahoe, and the Meeks Bay and Tahoma areas) and CSA #7 (the western slope of the County of El Dorado, including Placerville and the bedroom communities bordering Sacramento County). The Tahoe West Shore area of Lake Tahoe (Meeks Bay and Tahoma area) is an isolated area where the ambulance service is provided under separate contract. U.S. Highway 50 runs between Sacramento and the City of South Lake Tahoe, and bisects the CSA #3. CSA #3 is heavily impacted by tourism, particularly by hikers and campers in the National Forests, and skiers and resort enthusiasts in the South Lake Tahoe area. These activities create a high risk potential for the need for emergency medical services. From November to March, and again from June through September, tourism in the Tahoe Basin can quadruple the resident population. More than three million people visit the Lake Tahoe area annually.

Most of the CSA #3's residential and tourist traffic is along the Highway 50 corridor, which is often congested. Traffic congestion and variable weather conditions often cause significant traffic delays. Additionally, there are numerous isolated communities and mountainous wilderness areas.

Due to difficult access and winding mountain roads, timely response to these communities and wilderness areas is hindered and may cause lengthy ambulance response times in outlying areas of CSA #3.

The combination of mountainous terrain, extreme weather conditions (the average annual snowfall for Lake Tahoe is 215.4 inches), significant variations in seasonal population, congested highways, isolated communities and wilderness areas poses significant challenges to the timely delivery of emergency medical care and rescue services to CSA #3 residents and visitors.

Under the Public Utility Model system design the County retains all market rights for emergency (911), non-emergency, interfacility and critical care ground ambulance services and contracts with a single exclusive provider of ambulance operations management services for the CSA #3 area of the County of El Dorado, excepting the Tahoe West Shore Area (Meeks Bay and Tahoma area), through an exclusive high performance contract.

The County of El Dorado Public Utility Model system is designed to align the interests of the County and the Contractor with those of the community and healthcare providers they serve. Through this procurement, the County offers to fairly compensate a Contractor in return for high performance, clinically excellent, professional EMS services. The division of responsibilities in this EMS system is designed to achieve the best possible combination of public interest and industry expertise, when viewed from the patient's point of view.

A. County's Responsibilities

The County of El Dorado EMS system is designed to retain certain risks and uncertainties, price / subsidy rate setting and the development of long term, high cost infrastructure within the responsibility of the County. The system design also places the responsibility for operational performance and all of the factors of production necessary to cost effectively achieve that performance under the control of the successful Proposer.

Under this Public Utility Model, the County has the following responsibilities:

- Represent the public interest of its constituents.
- Monitor and enforce the EMS ordinance.
- Establish EMS System standards and protocols.
- Select a contractor in accordance with the EMS Act for the services set forth herein.

- Monitor compliance and enforce contractual terms of the County's contractor(s), and where necessary replace the Contractor in the case of non-performance.
- Provide certain portions of the system infrastructure as detailed in this RFP.
- Provide through the contract the County's exclusive market rights in conjunction with the competitive procurement.
- Set and collect fees for services.
- Provide a patient billing operation.
- Provide the EMS Medical Director for clinical oversight and medical control.
- Provide certain equipment listed in Appendix 5.

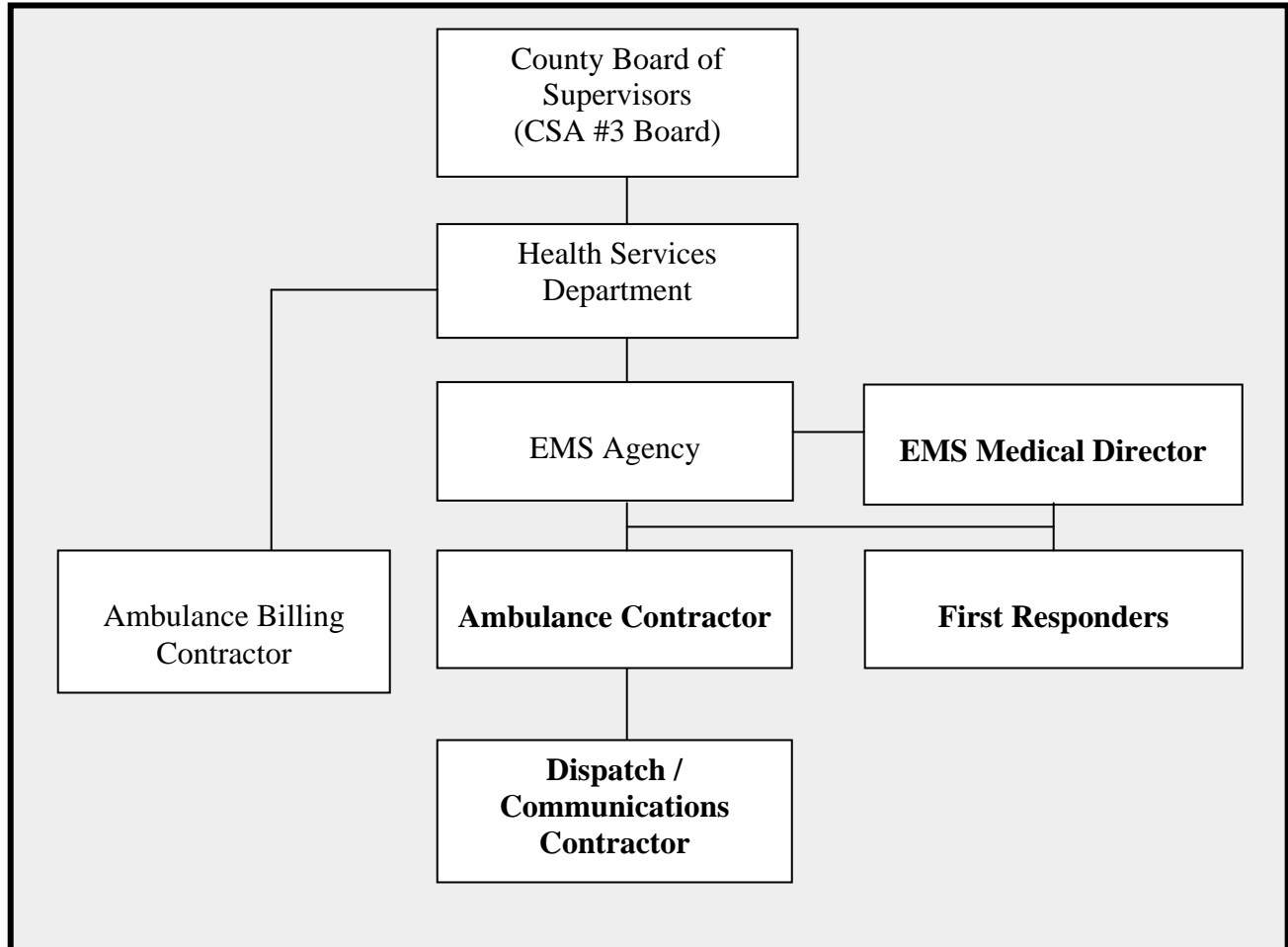
B. EMS Medical Director Responsibilities

The EMS Medical Director is selected and employed by the County EMS Agency and exercises his/her authority through the Agency. The County's EMS Medical Director and EMS Agency are given broad authority to regulate all clinical aspects of the emergency medical services system that affect patient care. Accordingly, the EMS Medical Director has the following responsibilities:

- To meet the requirements for medical direction required by California law.
- To recommend to the Director of Health Services medically appropriate response time standards.
- To establish standards for patient care including those for ambulances, first responder vehicles and on-board equipment.
- To develop and revise protocols for ambulance and first responder services.
- To develop and/or approve Communications Center protocols.
- To conduct medical audits.
- To develop and administer written and practical tests for local accreditation of ambulance, first responder and communications personnel.
- To develop or approve educational material and administer tests to assure that base station physicians are knowledgeable about the EMS system and its procedures.
- To conduct inspections of vehicles, equipment and supplies on both an announced and unannounced basis.
- To monitor response time performance.

- To develop standards and procedures for the investigation and resolution of disputes regarding the application of exemptions from response time penalties.
- To approve the standards regulating specialized critical care, aeromedical transportation, point-to-point wheelchair, litter van, and other types of medical transportation, including standards limiting which types of patients may be transported by each, and to issue, suspend, revoke and renew permits for the operation of such units as required by the Ordinance.

C. Graphic Depiction of Current County of El Dorado EMS System



D. Responsibilities for Dispatch / Communications

Under this request for proposals, the successful Proposer will provide dispatch services, either directly or through subcontract with a qualified agency, including:

- To employ dispatch personnel.
- To maintain telephone, radio, computer aided dispatch and other infrastructure required to efficiently meet contractual requirements.
- To answer all 911 and other ambulance calls and process requests for service according to contractual requirements.
- To consistently adhere to priority dispatch and pre-arrival instruction protocols approved by the EMS Medical Director.
- To participate in quality assurance and improvement processes.
- To efficiently dispatch Contractor's ambulances and notify first responder agencies as required by applicable protocols and agreements.
- To record and report pertinent information about each request and response as required by the contract, protocols and agreements.

E. Responsibilities for Ambulance Operations

Under this proposal, the successful Proposer will furnish and manage the following ambulance operations including but not limited to:

- Employment of field personnel.
- Supervision and management of Proposer's employees and any subcontractors used.
- Provision and maintenance of the vehicles and equipment, other than County provided base station radio equipment and high-altitude Nitronox units, necessary to provide the specified services.
- In-service training of Provider's employees as well as of First Responders.
- Exclusive transportation of emergency, non-emergency, interfacility and critical care ground ambulance patients throughout the described Exclusive Operating Area (EOA).
- Development and management of a quality improvement system.
- Purchasing and inventory control.
- Support services necessary to operate the system.
- Accurate completion and timely submission of approved clinical and billing related data.

- Meeting contractual response time and other performance requirements in compliance with State regulations, the EMS Ordinance, the operations contract, and the County of El Dorado EMS Policy and Procedure Manual. The EMS Policy and Procedure Manual is available at:
http://www.edcgov.us/Government/EMS/Policies_Procedures.aspx
- Participating and cooperating with the EMS Medical Director in medical audits and investigations.
- Reporting contract compliance on a weekly and/or monthly basis, while providing a verifiable audit trail of documentation of that performance.
- Based upon the successful Proposer's offer, the Proposer may be permitted to provide wheelchair and other medical transportation services.

III. Service Area Summary, Demographics and Background

A. Service Area

The County of El Dorado is responsible for providing all emergency (911) ambulance service within its borders. The population of the CSA #3 is 34,000 people within an area of 94 square miles. The Contractor will not be responsible for providing primary service to that portion of the CSA that is defined as the “Tahoe West Shore Area”.

B. Demographics

Additional demographic information may be available from the California Department of Finance.

C. Background

The County of El Dorado EMS System was created by the EMS ordinance to improve emergency and non-emergency EMS and medical transportation services within the County. The system design is a full service Public Utility Model.

D. Historic Service Volumes

EMS response and patient transport data for 2008 and 2009 is available as database files. This information will be distributed at the mandatory Pre-Proposal Conference.

IV. Operations Management Provisions

A. General Contractor Relationship

Through this RFP, the County of El Dorado intends to procure a single general Contractor to provide all of the services specified within this RFP. Should a Proposer intend to utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, including, but not limited to, ambulance response, medical transportation, staffing, training, protocol development, dispatch or communications, fleet or equipment maintenance or any similar services, the Proposer must include detailed information about the subcontractor and its relationship to the Proposer to allow the County to evaluate the quality and effectiveness of the subcontractor's proposed role. Copies of all proposed subcontracts should also be included. Should the successful Proposer plan to utilize subcontractors, the County will look only to the primary, general Contractor to deliver contracted performance. The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the primary Contractor from any responsibility under the contract with the County.

B. Scope of Service

The successful Proposer will provide emergency, non-emergency and critical care transport ground ambulance service, including ambulance dispatch, for the entire population of the CSA #3, except for the "Tahoe West Shore Area" in the County of El Dorado. Under the provisions of the EMS Ordinance and relevant California law, County may convey market rights to itself and contract with a single provider of emergency (911) ground ambulance services within any exclusive operating area of the County. In this case the County will be the exclusive Emergency Ambulance Operator in CSA #3 and will provide this service through a performance contract with the successful Proposer. The County administers the contract through its Local EMS Agency (LEMSA), which is currently a section of the County Health Services Department.

Currently, the County of El Dorado provides ambulance services to a portion of Alpine County through an agreement between the counties. The successful Proposer will be required to provide ambulance services within the Alpine County contracted area, fulfilling the performance obligations of the County contract for so long as the inter-County contract is in effect. A copy of the current contract between the County of El Dorado and Alpine County may be found on the County EMS website. The County of El Dorado EMS Agency website is available at: <http://www.edcgov.us/EMS/>

Aeromedical helicopter rescue services are provided by established public and private operators and will not be the responsibility of the successful Proposer. Additionally, the County may grant limited special exceptions to allow the use of specialized critical care ground transportation units if such units provide medically necessary services not provided by the successful Proposer or if such units are operated by receiving facility specialty transport teams and the County determines that granting the exception is in the public interest.

All ambulance services will be provided at the advanced life support (ALS) level. Additionally, the successful Proposer will furnish stand-by coverage for special events, inter-facility transfers, critical care transport, long distance transfers originating within the County, reasonable mutual aid services, special contract services, and communications and medical dispatch services. The County expects the successful Proposer to cooperate in reducing the number of ambulance transports that are not medically necessary.

The successful Proposer may be required to provide non-exclusive services such as psychiatric transfers, wheelchair and litter van services.

Additionally, the successful Proposer may not use any of the County of El Dorado EMS system infrastructure or factors of production employed to provide service under the contract for any other purpose, unless the successful Proposer first presents a plan, which includes revenue sharing, to the County and receives approval. Under no circumstances shall successful Proposer's outside obligations interfere with meeting its obligations to the County of El Dorado.

C. Response Time Performance

In this performance-based contract, the County does not limit the successful Proposer's flexibility in providing and improving EMS services. Performance that meets or exceeds the response time requirements of the RFP is the result of the successful Proposer's expertise and methods, and therefore is solely its responsibility. An error or failure in one portion of the successful Proposer's operation does not excuse performance in other areas of operation.

Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, the successful Proposer will use its best effort to minimize variations or fluctuations in response time performance according to day of the week, or week of the month.

Since the successful Proposer is the only provider of ambulance services for the designated CSA #3 area, patients and healthcare facilities rely on it to provide

timely interfacility and non-emergency medical transportation. The downstream cost to these third party healthcare providers of poor non-emergency performance is substantial. Therefore, the successful Proposer will be required to meet or exceed response time reliability criteria for non-emergency responses as well as emergencies.

1. Response Time Requirements

Compliance is achieved when 90% or more of responses in each category meet the specified response time criteria. For example, to be in compliance for Priority 1 responses in the Urban response area, the Contractor would place an ALS ambulance on the scene of each presumptively defined life threatening emergency, within ten (10) minutes and zero (0) seconds in not less than 90% of all responses.

The Contractor will be required to meet the following response time criteria within each EMS response zone of CSA #3.

a. Response Time Priorities

Response priorities are defined according to a standard presumptive priority dispatch protocol approved by the EMS Medical Director. The protocols currently in use were obtained from Medical Priority Dispatch Systems and will be made available to Proposers upon request. For the purpose of response time calculations, responses are prioritized according to the following table:

Priority	Definition
1	Life Threatening Emergencies
2	Non-Life Threatening Emergencies
3	Urgent (Or Emergency Transfer From Healthcare Facility)
4	Scheduled Transfer (4-hour Advance Notification)
5	Unscheduled Transfer
6	Critical Care Transport

b. Maximum Response Times

Priority	Urban	Semi-Rural	Rural	Wilderness
1	10:00	20:00	20:00	90:00
2	12:00	22:00	22:00	90:00
3	15:00	25:00	25:00	90:00
4	On time ¹	30:00	60:00	90:00
5	60:00	60:00	90:00	N/A
6	30:00	45:00	N/A	N/A

For every call in every presumptively defined category not meeting the specified response time criteria, the Contractor will submit a written report, at least monthly, in a format approved by the County and EMS Medical Director, documenting the cause of the late response and the Contractor's efforts to eliminate recurrence.

In the event that the Contractor is unable to meet the established maximum response time for any category 3, 4, 5 or 6 request for service, the Contractor will supply the caller with an honest, reasonable estimate of the time that the unit will arrive.

2. Response Time Measurement

The response time measurement methodology employed can significantly influence operational requirements of the EMS system. The following methodology will be used throughout the contract to measure response times.

a. Time Intervals

For the purposes of this contract, response times will be measured from the time the Contractor is first made aware of the call address, call back number and chief complaint in the Contractor's

¹ On Time is defined as arriving on-scene for a scheduled transport no later than the scheduled time.

communications center until the arrival at the incident location by the first arriving transport capable ALS ambulance. For scheduled non-emergency (Priority 4) requests, “scheduled time of pick up” will be substituted for “time call received.”

Arrival at incident means the moment an ambulance crew notifies the communications center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes), arrival “at scene” shall be the time the ambulance arrives at the designated staging location. The EMS Medical Director may require the Contractor to log time “at patient” for medical research purposes. However, during the term of this contract, “at patient” time intervals shall not be considered part of the contractually stipulated response time.

In instances when the ambulance fails to report “at scene,” the time of the next communication with the ambulance will be used as the “at scene” time. However, the Contractor may appeal such instances when it can document the actual arrival time through other means such as first responders. Arrival times captured solely by Automated Vehicle Locator (AVL) position reporting may not be used.

b. Upgrades, Downgrades and Reassignments

i. Upgrades

If an assignment is upgraded prior to the arrival on scene of the first ALS ambulance (e.g. Priority 2 to Priority 1), the Contractor’s compliance with contract standards and penalties will be calculated based on the shorter of:

- Time elapsed from call receipt to time of upgrade plus the higher priority response time standard, or
- The lower priority response time standard.

ii. Downgrades

Downgrades may be initiated by medically trained First Responders as authorized by the EMS Medical Director. If an assignment is downgraded prior to the arrival on scene of the first

ALS ambulance, the Contractor's compliance with contract standards and penalties will be calculated based on:

- The lower priority response time standard, if the unit is downgraded before it would have been judged "late" under the higher priority performance standard, or
- The higher response time standard, if the unit is downgraded after the unit would have been judged "late" under the higher priority response standard.

iii. Reassignment Enroute

If an ambulance is reassigned enroute or turned around prior to arrival on scene (e.g. to respond to a higher priority request), the Contractor's compliance and penalties will be calculated based on the response time standard applicable to the final priority assigned by communications.

iv. Response Times Outside of CSA #3 Service Area

Under the current contract, the Contractor responds into Alpine County to Kirkwood Ski Resort, which is outside CSA #3. In that contract, these calls are treated as Remote Area (Wilderness) with a 90-minute response time requirement. It is anticipated that this provision will be included in the contract that results from this procurement. Otherwise, the Contractor will not be held accountable for emergency or non-emergency response time compliance for any assignment originating outside of the defined service area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

v. Each Incident a Single Response

Each incident will be counted as a single response regardless of the number of units that respond. The response time of the first arriving ALS ambulance capable of transport will be used to compute the response time for the incident.

vi. Response Time Exceptions and Exemption Requests

The Contractor shall maintain mechanisms for reserve production capacity to increase production should temporary system overload

persist. However, it is understood that from time to time unusual factors beyond the Contractor's reasonable control affect the achievement of the specified response time standards. These unusual factors are limited to unusually severe weather conditions, declared disasters, or periods of unusually high demand for emergency services. Unusually high demand for emergency responses, for the purpose of considering exemption requests, will be defined as more than two units simultaneously engaged in Priority 1, 2 and/or 3 calls.

Equipment failures, predictable traffic congestion, ambulance failures, inability to staff units and other causes will not be grounds for granting an exception to compliance with the response standards.

Acceptable Reasons for Exemptions from Response Time Requirements

The exemptions must have been a substantial factor in producing a particular excessive response time. Good cause for an exception as determined by the County may include but not be limited to the following:

- Disaster and mutual aid situation (mutual aid will not be chronically used to avoid response time requirements);
- Additional units responding to large multi-casualty incident situations requiring two or more ambulances;
- Incorrect or inaccurate dispatch information received at a 9-1-1 Public Safety Answering Point (PSAP), public safety agency or other direct source;
- Material change in dispatch location;
- Inability to locate address due to non-existent address;
- Delays caused by extraordinary adverse traffic conditions;
- Delays caused by road construction and/or closure;
- Unavoidable delays caused by off-paved-road locations;
- Severe weather conditions including dense fog, snow or ice;
- Delays attributable to the County and not due to the Contractor including an inventory audit;

- Delays attributed to limited or controlled access to patient location.
- Requests for Priority 1, 2 and/or 3 service when two (2) or more units are simultaneously engaged in Priority 1, 2, and/or 3 calls at moment of dispatch. (For example: When two (2) units are concurrently unavailable due to their commitments to Priority 1, 2 and/or 3 calls, the third (3rd) and/or fourth (4th) request for Priority 1, 2 and/or 3 service may be exempt from response time compliance.)
- Requests for Priority 4, 5 and/or 6 service when two (2) or more units are simultaneously engaged in any call at moment of dispatch. (For example: When two (2) units are concurrently unavailable due to their commitments to any type of call, a request for Priority 4, 5 and/or 6 service may be exempt from response time compliance.)

If the Contractor feels that any response or group of responses should be excluded from the calculation of the response time standards due to “unusual factors beyond the Contractor’s reasonable control”, the Contractor may provide detailed documentation to the EMS Administrator and EMS Medical Director and request that the County exclude these runs from response time calculations and late penalties. Any such request must be made in writing and received by the EMS Administrator of the County within five (5) business days after the end of each month. The EMS Administrator and EMS Medical Director will jointly review the request and issue a determination. Should the Contractor dispute the determination made by the EMS Administrator and EMS Medical Director, the Contractor may make a written appeal to the Director of Health Services for a definitive ruling within five (5) business days of the receipt of the response time calculations summary. The ruling of the Director of Health Services will be final and binding.

vii. Response Time Audit Trail

Each Proposer will propose a system to assure a complete audit trail for all response times and assure the County and EMS Medical Director access to the response time data at any time to assure compliance and to calculate penalties. Proposed access and security of data will be considered in scoring Proposers’ responses.

D. Deviations From Response Time Standards

The County understands that isolated instances may occur in which the Contractor does not meet the stated performance specifications. However, chronic failure to comply with the response time standards may constitute default of the contract.

E. Non-performance Penalties

Deductions from Contractor’s payment will be made for non-performance. The following deductions will be applied when system wide response time compliance for Priority 1 or 2 transports falls below 90% for any given month:

89%	\$ 1,000
88%	\$ 2,000
87%	\$ 3,000
86%	\$ 4,000
85%	\$ 5,000

Failure to meet Priority 1 or 2 response time criteria for at least 90% of the time for three consecutive months or for four months in any contract year will be additionally defined as a major breach and may result in removal of the Contractor and forfeiture of performance security.

The following deductions will be applied when system wide response time compliance for Priority 3, 4, 5 or 6 transports falls below 90% for any given month:

89%	\$ 500
88%	\$ 1,000
87%	\$ 1,500
86%	\$ 2,000
85%	\$ 3,000

Failure to meet Priority 1 or 2 response time criteria for at least 90% of the time in a particular response zone, or to meet Priority 3, 4, 5 or 6 response criteria system wide at least 90% of the time for three consecutive months or for four months in any contract year will be additionally defined as a major breach and may result in removal of the Contractor and forfeiture of performance security.

100 Transport Rule

For the purposes of determining compliance with Priority 1 and 2 response time requirements within the service area each month, the following method will be used. For every month in which 100 or more Priority 1 or 2 transports originate within the service area, 90% compliance is required for the calendar month. However, for any month within which fewer than 100 Priority 1 or 2 transports originate, compliance will be calculated using the last 100 sequential transports for that priority.

For example, if the service area produces 105 Priority 1 transports and 89 Priority 2 transports during a single month, the Contractor will be required to meet 90% compliance for the month for Priority 1, while Priority 2 will be subject to the 100 transport rule.

Should the Contractor be determined to be subject to non-performance penalties for failure to meet 90% compliance with Priority 1 or 2 criteria within the service area under the 100 transport rule, the Contractor will not be subject to another non-performance penalty for that priority until at least 25 additional transports, of that priority, have originated within the service area. If more than one month passes before 25 additional transports occur, and the Contractor is still out of compliance under the 100 transport rule at the end of the month in which the 25th transport occurred, it will be considered a consecutive failure to meet the criteria. Three such consecutive failures or four during any 12 measurement periods (i.e., months within which the 25th transport since last measurement occurred) will be defined as a major breach.

The above deductions will be assessed each month. For purposes of assessing non-performance penalties, monthly response times will be reported without decimals and no rounding factor will be allowed (e.g. a monthly performance of 89.9% will be reported as 89%).

F. Incentive for Superior Response Time Performance

For any year in which the Contractor has been assessed any non-performance penalties for one or more priority of service, and in which, at the end of the contract year, it achieves at least 92% compliance for those priorities in which it

had been previously penalized, the County will forgive the previously deducted penalties. This provision shall apply to each priority separately and no carry-over shall be used from contract year to contract year.

G. Reporting Requirements

The Contractor will provide, within five (5) business days after the receipt of the County's determination on exception requests, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein. For each day that the Contractor fails to provide the reports, the County shall deduct \$500 from the Contractor's payment. The Contractor may be exempted from this penalty for any delay in the submission of the month-end report that is due to a delay caused by the County or the County's courier services.

H. Equipment Furnished

For services rendered to the community, the County will provide for the use of the Contractor high-altitude Nitronox units and a radio system owned by the County of El Dorado. Detailed information regarding the technical aspects of the existing County radio system is available from Mr. Frank Yost via email at: YostF@edso.org. Should a provider determine that it is in its interest and that of the County to provide an additional or alternative radio system, it may propose to do so in the submittal. This is a performance-based contract. Consequently, the County requires that, should the Contractor choose to utilize a communications subcontractor, Contractor shall develop and provide detailed instructions to the communications subcontractor regarding its system status and deployment plan. The Contractor will be responsible for operational results.

I. Contractor Provided Equipment

The Contractor will be required to provide all equipment and systems other than the radio infrastructure identified above, necessary to fulfill the requirements of this contract. Equipment and systems to be provided by the Contractor include, without limitation, dispatch equipment, computer systems, mobile and portable radios, pagers, ambulances, supervisory vehicles, monitors, defibrillators, other clinical equipment, crew quarters and administrative offices.

J. Supplies for Basic and Advanced Life Support Services

It will be the responsibility of the Contractor to supply all supplies necessary and/or required to perform basic and advanced life support services. The minimum equipment lists for ALS transporting and ALS non-transporting units may be found at:

K. Performance vs. Level of Effort

This RFP assumes a performance contract rather than a level of effort contract. In accepting a Proposer's offer the County neither accepts nor rejects the Proposer's level of effort estimates, rather the County accepts the Proposer's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the contract.

The proposals must include descriptions of initial ambulance coverage plans and deployment models estimated by the Proposer to be sufficient or even in excess of what may be necessary to meet the performance standards required herein. Acceptance by the County of the Proposer's offer shall not be construed as acceptance of the Proposer's proposed level of effort.

L. Integration of First Responders

Currently, first responder basic life support is available throughout the service area. The fire departments have made a commitment to raise the clinical capabilities of the fire department first responders. In some cases, first responders may provide ALS services.

While the fire department always maintains responsibility for controlling an incident scene, the primary responsibility for patient care transfers to the Contractor's senior paramedic upon his/her arrival. Fire personnel will support the care provided by the Contractor on-scene, and in those rare situations when required, will assist providing care enroute to the hospital.

Contractor's support of the first responder program shall include:

1. First Responder Equipment and Supply Replenishment

The Contractor shall develop mechanisms to exchange re-usable orthopedic appliances, and re-stock disposable and ALS medical supplies, except pharmaceuticals, used by first responders when treatment has been provided by first responder personnel and patient care is assumed by the Contractor's personnel. Equipment and supplies will be exchanged on a one-for-one basis. Whenever possible, this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on-scene exchange, the Contractor will arrange to accomplish it

as soon as reasonably possible. If the Contractor is canceled enroute or at the scene and no patient contact is made by the Contractor's personnel, the Contractor shall not be obligated to re-stock the first responder agency supplies.

2. Return to Station

In any situation in which fire department personnel assist the Contractor during transport to the hospital, the Contractor shall provide or arrange return transportation to the fire station for those personnel. This will be accomplished within a reasonable period of time. Proposers should describe how they propose to accomplish this requirement.

3. In-Service Training

The Proposer will detail its offer to provide in-service training for first responders that will benefit the EMS system as a whole. This training should, at a minimum, facilitate on-scene interactions with Contractor's personnel and provide access to the Contractor's educational programs needed for the continued certification of first responders. The Contractor, however, is not responsible for the recertification of first responders.

M. Communications System Management

Such service shall include, but is not limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services. Proposers should describe their plans to manage this function.

1. Staffing

Staffing levels shall be such that emergency lines will be answered within 18 seconds (by the 3rd ring) in not less than 90% of cases. Contractor's call-takers will provide medically appropriate priority dispatch and pre-arrival instructions using Medical Priority Dispatch Systems protocols approved by the EMS Medical Director.

2. Hardware

Certain dispatch communications equipment and radios, proposed communication infrastructure enhancements, and other equipment and software employed by the Contractor in the delivery of these services may be furnished by the County.

3. Computer Aided Dispatch System

The Contractor will provide a computer aided dispatch (CAD) system to be utilized to record dispatch information for all ambulance requests. The CAD time recording system must include the date, hour, minutes and seconds. CAD information shall be electronically downloaded to the County billing system to populate all appropriate data fields. All radio and telephone communication including pre-arrival instructions and time track must be recorded in a digital format and kept for a minimum of 365 days.

4. Communications Center Personnel Qualifications

Medical communications workers, at a minimum, must be trained according to County EMS Agency's adopted program of national standards, the National Highway Traffic Safety Administration (NHTSA) Emergency Medical Dispatch National Standard Curriculum, and have and maintain Emergency Medical Dispatch (EMD) certification.

5. Priority Dispatch Protocols and Pre-Arrival Instructions

The County utilizes medical dispatch protocols and pre-arrival instructions approved by the EMS Medical Director and EMS Agency Administrator. They are based on the Emergency Medical Dispatch National Standard Curriculum as the standard: The priority dispatch and pre-arrival instruction software currently approved by the County EMS Medical Director is Medical Priority Consultants software program: ProQA for Windows and AQUA (Advanced Quality Assurance for electronic case review), which meet the standards of the National Highway Traffic Safety Administration.

The dispatch priorities are subject to change by the EMS Medical Director. While "priority dispatching" as defined by the Fellows of the National Academy of EMS Dispatch is acceptable, the County does not allow the concept of "call screening". It shall be a major breach of this contract for the Contractor to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.

Adherence to medical dispatch protocols is required. Thus, except where a deviation is clearly justified by special circumstances not contemplated within a dispatch protocol, such medical dispatch protocol shall be strictly followed. Compliance with call-taker and dispatcher questions and pre-arrival instructions shall be a routine part of an integrated quality improvement process and shall be reported on a monthly basis with response statistics.

The EMD system and its method of data capture must be fully integrated with the CAD call taking process. A manual back-up system must be provided in case the automated EMD process fails to work for any period of time.

N. Data and Reporting Requirements

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

1. Dispatch Computer

The dispatch computer supplied by the Contractor shall be capable of the following:

- a. Electronic data entry of every response on a real time basis.
- b. Color coded prioritization of deployment planning, displaying calls received for runs pending, runs in progress, transfers scheduled up to 24 hours in advance, and status of ambulance resources available for service.
- c. Continuous display of unit time in each response status. Automatic display of units exceeding pre-determined "time in status" criteria for deployment and crew safety.
- d. Immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location or patient name.
- e. On-line, real time visual display showing a deployment plan and prioritization of Countywide coverage for that time of day, and day of week. Visual displays of deployment plans are available for both actual and hypothetical ambulance availability levels.

- f. Automated integration with digital paging, mobile status messages and 9-1-1 ANI/ALI displays.
- g. Simultaneous and continuous printed logs of deployment.
- h. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

2. Communication Center Data Capabilities

The Contractor's electronic data system must be capable of producing the following reports to be utilized in measuring response time compliance:

- a. Emergency life threatening and non-life threatening response times by jurisdiction and by user definition.
- b. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition.
- c. Out of chute response times by crew members.
- d. On-scene times.
- e. Hospital drop times by crew members.
- f. Emergency and non-emergency responses by hour and day.
- g. Dispatch personnel response time reports.
- h. Canceled run report.
- i. Demand analysis report.
- j. Problem hour assessment.
- k. Call mode by hour and day.
- l. Ambulance alert exception report.

In addition, the Contractor shall fully complete a manual "dispatch card" approved by the County for each dispatch of an ambulance when the computer is inoperable. The Contractor's personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

3. Quality Improvement and Medical Control

The Contractor's electronic data system must be capable of capturing and reporting common data elements that are standard for the EMS industry and

the data elements. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to primary and secondary medical priority dispatch questioning, and provision of pre-arrival instruction.

4. Records

The Contractor shall operate and manage the data collection system in accordance with the County's standards. Contractor shall also maintain all records in compliance with HIPAA, HITECH and applicable State privacy law. It is understood that the data system shall include, but not be limited to, the following generally described sources. It is also understood that the Contractor shall make these records available upon request of the County.

- a. A uniform dispatch report form to the County and EMS Medical Director specifications.
- b. A uniform patient care form to the County and EMS Medical Director specifications.
- c. An inter-hospital patient care form to the County and EMS Medical Director specifications.
- d. Equipment maintenance and inventory control schedules as required by the County.
- e. Deployment planning reports.
- f. Continuing education and certification records documenting training and compliance.

ePCR Required

An electronic Patient Care Report (ePCR), meeting the specifications of the Medical Director, is required to be completed for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport occurs when a single ambulance takes a patient to a destination and then provides a transport back to the point of origin. Round trip transports, other than "wait and return" trips are to be counted as two transports.

In order to ensure that the County and EMS Medical Director can conduct system wide quality improvement activities, the Contractor is required to

provide the County with electronic copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number and signature of the patient or patient representative (or clearly stated reason why patient is unable to sign) and sufficient information to appropriately document medical necessity

Contractor shall be required to provide all patient care records in an electronic format. Proposer shall provide detailed information regarding the method proposed to accomplish this requirement, including technical specifications, edit and audit capabilities, provisions for security and the advantages of the Proposer's approach to electronic patient records. Any ePCR must, at a minimum be certified as NEMESIS Gold compliant and CEMESIS compatible.

Properly completed electronic Patient Care Reports should be delivered to the County within no more than forty-eight (48) hours of the completion of each call. For every patient care form not delivered within five (5) business days of the required delivery date, the County will deduct \$250 from the Contractor's payment. In addition, the County will deduct from the Contractor's payment \$1,000.00 for every patient care form that is not accurately completed and turned over to the County within 30 days of the scheduled date.

5. Monthly Reports Required

Contractor shall provide, by the seventh day of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The format of such reports shall be subject to County approval.

6. Financial Statements

The County may require that the Contractor submit an income statement or financial statement for any contract year during the term of the Contract. The income and financial statements shall be in a format acceptable to the County and shall be certified by a certified public accountant that has direct responsibility for financial aspects of the Contractor's operations under the County contract. It is understood that the County may conduct an audit to verify these statements and make them available to other parties as deemed appropriate.

Contractor shall also comply with such other miscellaneous reporting requirements as may be specified by the County, provided that these additional reporting requirements shall not be unreasonable or excessively cumbersome to the Contractor.

O. Internal Risk Management/Loss Control Program Required

The County believes that education and aggressive prevention of conditions in which accidents occur is the best mechanism to avoid injuries to patients and the Contractor's staff. Therefore, the County requires the Contractor to develop and implement an aggressive loss control program including, at a minimum, physical pre-screening of potential employees (including drug testing), background checks (DOJ & FBI), initial and on-going driver training, lifting technique training, hazard reduction training, as well as involvement of employees in planning and executing its safety program. Additionally, the EMS Agency requires that EMT's employed by the Contractor have a current LiveScan with the County of El Dorado EMS Agency. The LiveScan Application is available on the County EMS website: http://www.edcgov.us/Government/EMS/Live_Scan.aspx

At a minimum, Contractor will be required to comply with the County policies, procedures and protocols with regard to security, use and documentation of controlled substances.

P. Stand-By and Special Events Coverage

Upon request by law enforcement and fire department dispatchers, the Contractor shall furnish courtesy stand-by coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service oriented entities may request stand-by coverage from the Contractor. The Contractor is encouraged to provide such non-dedicated stand-by coverage to events if possible. If the Contractor is requested to provide such services with a dedicated ambulance, then the Contractor may provide such services and be reimbursed by County at a rate equal to 93% of the projected County revenue for standby services. Each dedicated event shall have a two-hour minimum, plus an hour for set-up and an hour for clean up. Contractor may also make a paramedic available for pre-scheduled stand-by and special events coverage at an hourly rate. No minimum or additional time for set-up and clean up will be allowed for paramedic-only events. Contractor will secure all billing information required by County so that County can bill the responsible parties for such services.

Q. Community Education Requirements

The County desires that its Contractor take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing

preventative health care. These programs are to be made available to schools and community groups. It is the County's expectation that the Contractor will plan such programs working collaboratively with the County and other public safety and EMS-related groups, such as the American Heart Association, the American Red Cross, and the fire departments. Each Proposer should propose a Community Education Plan that is designed to achieve the County's goals. The plan should include participation in EMS Week activities and the provision of at least 24 hours of public relations events per year (in addition to events that are provided on a non-dedicated basis). Public Relations hours may, at the Contractor's option, be provided by in-service units/personnel. All programs shall be approved by the County.

R. Mutual Aid

The Contractor shall, at a minimum, provide mutual aid as required by the State of California Emergency Plan as maintained by the California Governor's Office of Emergency Services. Additionally, the County may enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the County's jurisdiction, provided that the level of service is substantially equal to that provided by the Contractor and the agreement is approved by the EMS Medical Director and the County. Mutual aid may be utilized to augment, but not replace, the services that the County is requiring from the Contractor.

County may enter into mutual aid agreements and require Contractor to adhere to them. In this event, County will allow Contractor to participate in the evaluation and drafting of such agreements.

S. Disaster Assistance and Response

The Contractor shall be actively involved in planning for and responding to any declared disaster in the County. Both a mass casualty incident plan and an emergency disaster plan following incident command system guidelines have been developed.

1. In the event that a disaster within the service area, the County or a neighboring County is declared, normal operations shall be suspended and the Contractor shall respond in accordance with the County's disaster plan. The Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the County will not impose performance requirements and penalties for response times.

2. The County will reimburse the Contractor for the documented, direct, marginal increased cost of providing approved disaster services. The contract will contain language describing the approval process, including conditions under which limited initial approval will be automatic. This provision will only be used for situations in which the County, State or Federal Government has declared a disaster or state of emergency. Bad, or even severe weather of a nature that is foreseeable will not qualify unless an appropriate authority declares it a disaster situation and the Contractor has sustained increased expense as a direct and proximate result of the disaster.

T. Deployment Planning and Initial Plan

During the first quarter of operations, the Contractor shall adhere to or exceed the initial coverage plan submitted in its proposal. It is anticipated that the Contractor's initial coverage plan may require more or less unit hours than may be necessary after the Contractor has gained additional experience. Proposers must provide sufficiently detailed information in their submissions, including unit hours per day and shift schedules, to allow evaluation of the thoroughness of the plan.

Contractor shall maintain a minimum fleet of four (4) ambulances, at least three (3) of which shall be four-wheel drive. At minimum staffing periods, at least two (2) of the units in service must be four-wheel drive. In addition to the number of ambulances proposed, Proposers shall provide a plan using mutual aid and other resources to meet periods of peak demand and in the event of equipment problems.

Subsequent coverage plan modifications, including any changes in post locations, priorities, and around-the-clock coverage levels, must be submitted in writing to the County of El Dorado EMS Agency for review and comment at least fifteen (15) business days prior to the implementation of any proposed changes.

V. Clinical and Employee Provisions

A. Medical Oversight

The County shall furnish medical control services, including the services of an EMS Medical Director for all system participants (i.e., first responder agency, communications agency and transport agency) in accordance with the EMS Ordinance. The EMS Medical Director is employed by the County. To avoid potential conflicts of interest, the EMS Medical Director shall receive no compensation or remuneration directly from the Contractor.

1. Medical Protocols

Contractor shall comply with medical protocols and other requirements of the system standard of care as established by the EMS Medical Director. Current medical protocols including trauma transport protocols are found in the County of El Dorado EMS Policy and Procedure Manual and related materials, which may be found at: http://www.edcgov.us/Government/EMS/Policies_Procedures.aspx

Proposers are encouraged to recommend additions or changes that would improve these protocols.

2. Direct Interaction with Medical Control

Field and communications personnel have the right and responsibility to interact with the system's medical leadership on all issues related to patient care. This individual professional responsibility is essential. Particular attention has been given to including safeguards against the Contractor's organization preventing or discouraging this interaction from occurring. The EMS Medical Director recognizes the complexity of these interactions, and will not otherwise involve himself/herself in employer's labor matters.

3. Medical Review/Audits

The goal of the medical audit process is to improve patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the Contractor's responsibility to operationalize this corrective feedback.

To the greatest extent possible, medical audits are to be scheduled in advance for the convenience of the field personnel. The Contractor shall arrange

schedule changes, if possible, to make medical audit attendance more convenient.

The EMS Medical Director may review and categorize medical audit requests, separating those with important clinical implications or which potentially involve disciplinary action from those that may be resolved by telephone, and may resolve the matter directly without further involvement, or unnecessary inconvenience of field personnel.

The EMS Medical Director may require that any of the Contractor's employees attend a medical audit when necessary. Employees may attend any audit with respect to any incident in which they were involved that is being formally reviewed, but must maintain the confidentiality of the medical audit process. Every employee involved in a case being reviewed is not required to attend unless mandated by the EMS Medical Director.

The EMS Medical Director shall at all times work with Contractor to ensure that procedures and processes, which are already in place in the Contractor's organization, are not altered unnecessarily.

4. Duties of the EMS Medical Director

The duties of the EMS Medical Director are defined by California law and outlined in the EMS Ordinance and County EMS Policy.

B. Transport Requirement Limitations

Should the Contractor determine that specific individuals have abused the required transport provision of the EMS service, they shall report the names of those individuals to the EMS Medical Director. The EMS Medical Director shall establish, within the standards of care, reasonable procedures to enable the Contractor to decline to transport such abusers after contact with on-line medical control.

C. Minimum Clinical Levels and Staffing Requirements

All ambulances rendering services shall be staffed and equipped to render paramedic care. The paramedic shall be the primary caregiver for all patients (e.g. emergency and non-emergency). The minimum requirement for the second staff member shall be an EMT.

D. Demonstrable Progressive Clinical Quality Improvement Required

The County desires that its Contractor develop and implement a comprehensive quality improvement process for the EMS system. That process shall include, at a minimum, medical dispatch personnel and transport personnel. Quality improvement processes shall be utilized to improve outcome oriented patient care and facilitate continuing education.

The Contractor shall provide in-house or sub-contracted in-service training programs designed to meet employee certification requirements that will be offered at no cost to employees.

The Contractor shall designate a Field Training Officer (FTO) that will participate in the County of El Dorado EMS Agency Medical Advisory Committee (MAC) and Continuous Quality Improvement (CQI) meetings.

The Contractor shall budget a certain dollar figure each year to be used for non-mandatory clinical upgrades. It is the County's intent to encourage and require its Contractor to anticipate increasing internal standards and the funding needs of these enhancements in addition to those that may be externally mandated.

E. Treatment of Incumbent Work Force

A number of dedicated, highly trained personnel are currently working in the County's EMS system. To ensure that all employees have a reasonable expectation of employment in the Contractor's operation, the Proposers are strongly encouraged to recruit employees currently working in the system to assure a smooth transition and to encourage personnel longevity within the system. The County has expressed its strong desire to see the incumbent employees treated fairly. Consequently, the evaluation and scoring of proposal submissions will give considerable weight to this area.

F. Character Competence and Professionalism of Personnel

The County expects and requires professional and courteous conduct and appearance at all times from the Contractor's field personnel, medical communications personnel, middle managers and top executives. The Contractor shall address and correct any occasional deviations from these standards.

All persons employed by the Contractor in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall be required to pass a background (DOJ & FBI) check and drug screening procedure. The Contractor shall provide documentation to the

County of compliance with this provision, including details of its drug screening procedures.

G. Key Personnel

The County will, in part, base the award of the contract upon the qualification of the organization, and upon the qualifications of key personnel presented in the Proposer's proposal. The Contractor will be expected to furnish the personnel identified in the proposal throughout the term of the contract. The Contractor is expected to furnish the same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent "bait and switch" bidding practices whether intentional or not.

Additionally, the Proposer is required to provide the title, reporting relationship and limits of authority for the senior executive, on site, serving as the main contact with the County. It is the County Board of Supervisors' desire to have strong local authority and control of the operation.

H. OSHA and Other Regulatory Requirements

It is anticipated during the term of this contract that certain regulatory requirements for occupational safety and health, including but not limited to infection control and blood borne pathogens, may be increased. It is the County's expectation that the Contractor will adopt procedures that meet or exceed all requirements for dealing with these matters. The costs for any new OSHA requirement added to the system after the first year of the contract will be cause for discussions concerning adjustments in contract terms or compensation. During the first year of the contract the Contractor will be responsible for paying for any new OSHA requirements.

I. Discrimination Not Allowed

During the performance of this contract, the Proposer agrees that it will comply with all applicable provisions of federal, State and local laws and regulations that prohibit discrimination. Specifically, the Proposer warrants that it shall:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. This shall include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay

2. In all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin;
3. Comply with Executive Order 11246, as amended, if applicable, and the rules, regulations and orders of the Secretary of Labor;
4. Be responsible for determining the applicability of and compliance with any federal or State regulation enacted pursuant to: Executive Orders; federal legislation or amendments to legislation; and State legislation or amendments to legislation.

J. Work Schedules and Employee Affairs – An Employer Matter

Although this is a performance-based RFP and Proposers are encouraged to be creative in delivering service, the Proposers are expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and mandatory overtime without adequate rest.

The County expects that to attract and retain outstanding personnel, the Contractor must offer reasonable compensation. The Contractor is not to use compensation levels that are substandard in the industry in order to deliver the economic efficiencies necessary to profitably manage this contract. The County in no way intends to restrict the ingenuity of the Contractor and its employees from working out new and creative compensation (salary and benefits) programs.

The County's goal is to ensure that the Contractor, initially, and throughout the term of the contract, provides a financial benefit to encourage employee retention and recruitment for the EMS system.

The County emphasizes that the Contractor is responsible for conducting the affairs with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the contract that will be ultimately executed by the Contractor. The County will not otherwise involve itself in Contractor/management/employee relationships.

VI. System Enhancements

In addition to the requirements of this RFP, the County of El Dorado is interested in the implementation of certain system enhancements. While not required, inclusion of the following enhancements, at no additional cost to the County will allow each Proposer to earn additional points in the evaluation of its proposal. Proposers may include in their proposals commitments to provide any of the following:

A. Syndromic Biosurveillance

Proposers may offer to acquire and install a Syndromic Biosurveillance system that utilizes EMS data, including that obtained during the EMD process to provide public health and homeland security alerts triggered by clusters or patterns of illness and injury within the community. If the successful Proposer installs such a system, the County may choose to expand the system to cover the entire County, at County expense.

B. Data Lockbox

Proposers may offer to establish a Data Lockbox to provide security, continuity and accountability of CAD response data. The system may also include a mechanism for third party analysis, audit and reporting of response time performance to determine contract compliance.

Proposers should identify the specific Data Lockbox system proposed and provide detailed information about the system and the company that offers it. The burden is upon the Proposer to demonstrate the superiority of the proposed system so that the County may competitively evaluate proposals.

VII. Financial and Administrative Provisions

A. Terms and Renewal Provisions

The term of the contract ultimately executed by the successful Proposer will be for a period of five (5) years beginning September 1, 2011. The successful Proposer may earn up to five (5) extensions of one (1) year each according to the terms of the contract. To earn each extension, the successful Proposer must substantially exceed the minimum requirements of the contract during the previous term. Extensions must be applied for and approved annually, to allow adequate time to conduct a new competitive procurement should the extension not be granted

B. Insurance Indemnity Provisions

Proposers will provide satisfactory evidence that if chosen as the County's Contractor, the company will be able to provide throughout the term of the contract insurance coverage meeting or exceeding the coverage, endorsements and notices required in Appendix 4, Insurance Coverage. Additionally, Proposers must agree to the indemnity provisions detailed in Appendix 4, Indemnity Provisions, which will be incorporated in the contract.

C. Performance Security

Due to the importance of the EMS System to the community it serves, the County must do everything possible to eliminate the potential for a system failure. Ambulance service is an important public service, and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the successful Proposer.

The County will use a combination of performance security provisions to safeguard the public. The County will retain and own the accounts receivable and cash flow and will own some portions of the system infrastructure necessary to provide service. Additionally, the successful Proposer will execute a three way leasing agreement or standby lease agreement which will assure the County immediate access to any successful Proposer provided equipment and supplies and other assets that the County determines are necessary for the continued operations of the system. The County will require an irrevocable letter of credit or cash deposit in the amount of fifty thousand dollars (\$50,000). The County prefers an irrevocable letter of credit, but will consider a cash deposit. The County maintains the right to terminate the contract for non-performance or major breach, and to effect a takeover as set forth in the contract.

1. Continuous Service Delivery

The Contractor expressly agrees that, in the event of a default by the Contractor, the Contractor will work with the County to assure continuous delivery of services regardless of the underlying cause of the default. The Contractor agrees that there is a public health and safety obligation to assure that the County of El Dorado is able to provide uninterrupted service delivery in the event of default even if the Contractor disagrees with the determination of default. Further, the Contractor agrees that if notified by the County of a determination of default and intent to execute an emergency takeover of the system, that the Contractor will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

2. Performance Letter of Credit or Cash Deposit

The successful Proposer will deposit with the County a cash deposit or an irrevocable letter of credit for a term of five years, subject to renewal or a new letter in the event the contract is extended, and in a form acceptable to the County. The amount of the irrevocable letter of credit or cash deposit shall be in the sum of fifty thousand dollars (\$50,000). The County prefers an irrevocable letter of credit, which must be issued by a federally insured (FDIC) banking institution, acceptable to the County, with a debt rating of 1A or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors; or, have a comparable rating by another rating system acceptable to the County.

The successful Proposer's failure to provide the required performance letter of credit or cash deposit specified herein with 30 days of the date of award, or to fail to furnish the required insurance or to execute the contract within the time allowed for submittal constitutes a failure to execute and return the Contract as required herein. Upon such failure, the successful Proposer's proposal deposit will be forfeited to the County.

The irrevocable letter of credit or cash payment will be used to assure the continued operation of the ambulance service, including, but not limited to, the conduct of a new procurement process, negotiation of a new contract and/or related administrative expenses, should the County terminate the contract because of default.

D. Contractor Default and Provisions for Early Termination

Conditions and circumstances that constitute a default of the contract include but are not limited to the following:

1. Failure of the Contractor to operate the system in a manner which enables the County and the Contractor to remain in compliance with federal or State laws, rules or regulations, and with the requirements of the County EMS ordinance and/or related rules and regulations.
2. Falsification of information supplied by the Contractor during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering the presumptive run code designations to enhance the Contractor's apparent performance or falsification of any other data required under the contract.
3. Creating patient transports so as to artificially inflate run volumes.
4. Chronic failure of the Contractor to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data.
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
6. Chronic failure of the Contractor's employees to conduct themselves in a professional and courteous manner and present a professional appearance.
7. Chronic failure of the Contractor to maintain vehicles and equipment in accordance with manufacturer recommended maintenance procedures.
8. Making assignments for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding related to bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute.
9. Failure of the Contractor to cooperate with and assist the County after a default has been declared as proven herein, even if it is later determined that such breach never occurred or that the cause of the breach was beyond the Contractor's reasonable control.

10. Acceptance by the Contractor or Contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor's employees could be reasonably construed as a violation of federal, State or local law.
11. Payment by the Contractor or any of the Contractor's employees of any bribe, kickback or consideration of any kind to any federal, State or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, State or local law.
12. Chronic failure of the Contractor to meet the system standard of care as established by the EMS Medical Director.
13. Failure of the Contractor to maintain insurance in accordance with the contract.
14. Failure of the Contractor to meet response time requirements as set forth in the contract.
15. Failure to maintain an irrevocable letter of credit or cash deposit meeting the terms and amount specified in the contract.
16. Chronic failure to submit reports and information under the terms and conditions outlined in this RFP and any subsequent contract.
17. Any other failure of performance, clinical or other, required in the contract and which is determined by the Director of Health Services or EMS Medical Director and confirmed by the County Board of Supervisors to constitute a default or endangerment to public health and safety.

E. Provisions for Termination of Contract

In the event of default, the County will give the Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) calendar days of receipt of such notice, the Contractor will deliver to the County, in writing, a plan to cure such default. The plan will be updated, in writing, every week until the breach is cured. The Contractor shall have the right to cure such breach within 30 calendar days of receipt of notice of breach. If the Contractor fails to cure such default within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the

County), or the Contractor fails to timely deliver the cure plan or updates to the County, the County may immediately terminate the contract. The Contractor will cooperate completely and immediately with the County to affect a prompt and orderly transfer of all responsibilities to the County.

The Contractor will not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the County. Such dispute by the Contractor will not delay the County's access to funds made available by the irrevocable letter of credit or cash deposit. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred will be initiated and shall take place only after the transfer of operations to the County has been completed, and will not, under any circumstances, delay the process of transferring operations to the County or delay the County's access to performance security funds as needed by the County to finance such transfer of operations.

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

F. County's Remedies

If conditions or circumstances constituting a default as set forth in Section D exist, the County shall have all rights and remedies available by law or in equity under the contract, specifically including the right to terminate the contract. The County's remedies shall be cumulative and shall be in addition to any other remedy available to the County.

G. "Lame Duck" Provisions

Should the Contractor fail to prevail in a future procurement cycle, the Contractor will agree to continue to provide all services required in and under the contract

until a new Contractor assumes service responsibilities. Under these circumstances, the Contractor will, for a period of several months, serve as a lame duck Contractor. To assure continued performance fully consistent with the requirements of the contract through any such period, the following provisions will apply:

1. The Contractor will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
2. The Contractor will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting Contractor services and operating cost to maximize profits during the final stages of the contract.
3. The County recognizes that if a competing organization should prevail in a future procurement cycle, the Contractor may reasonably begin to prepare for transition of the service to a new Contractor. The County will not unreasonably withhold its approval of the Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the Contractor's performance during this period.

H. General Provisions

1. Assignment

The Contractor shall not assign any portion of the contract for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this section shall terminate the contract and, at the option of the County, shall not convey any rights to the assignee. Any change in the controlling interest of Contractor's ownership shall, for the purposes of the contract, be considered a form of assignment. The County shall not unreasonably withhold its approval of the requested change in ownership. County may require credentials and financial information from the transferee and may base its approval or withholding of approval on the information provided.

2. Permits and Licenses

The Contractor shall be responsible for and hold any and all required federal, State and local licenses required to perform the duties under the contract. In

addition, the Contractor will make all necessary payments for licenses and permits to conduct its business and duties under the contract. The Contractor will assure that all necessary renewals are made on time. The Contractor will be responsible for assuring that all of its personnel hold valid State and local certifications at all times required to meet the Contractor's responsibilities under the contract.

3. Compliance with Laws and Regulations

All services furnished by the Contractor under the contract shall be rendered in full compliance with all applicable federal, State, and local laws, ordinances, rules and regulations. It shall be the Contractor's sole responsibility to be fully familiar with all laws, rules and regulations that apply to the services provided by the Contractor and to comply with them at all times. Furthermore, the Contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the EMS Medical Director pursuant to the County of El Dorado EMS Ordinance.

4. Product Endorsement / Advertising

The Contractor shall not use the name or equipment of the County for the endorsement of any commercial product or service without the expressed written permission of the County.

5. Audits and Inspections

County and EMS Medical Director representatives may at any time, and without notification, directly observe the Contractor's operation of the communications center, maintenance facility and any ambulance post location. A County or EMS Medical Director representative may ride as an observer on any Contractor ambulance at any time, provided that in exercising this right to inspection and observation, County and EMS Medical Director representatives shall conduct themselves professionally and shall not interfere with the duties of the Contractor's employees, and shall at all times be respectful of the Contractor's employer / employee relationships. County and EMS Medical Director representatives shall have the right to audit the reports and data that the Contractor is required to provide under the contract. Such audits will be conducted during normal business hours with a minimum of 48 hours notice to the Contractor.

6. Return of County Equipment

The Contractor agrees to return any County issued equipment in good working order, normal wear and tear excepted, at the termination of the contract. For any County equipment not returned at the conclusion of the term, or, for any equipment returned damaged or unusable, the County shall repair or replace said equipment at the Contractor's expense and deduct an equivalent amount from the Contractor's performance security.

7. Relationship of the Parties

Nothing in the contract resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the contract. Nothing in the contract shall create any rights or remedies in any third party, it being solely for the benefit of the County and the Contractor.

8. Rights and Remedies Not Waived

The Contractor will be required to covenant that the provision of services to be performed by the Contractor under the contract shall be completed without further compensation than that provided for in the contract. The acceptance of work under the contract and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the contract. In no event shall the payment of consideration by the County be construed as a waiver by the County of any default of covenant by the Contractor. County's payment shall in no way impair or prejudice any right or remedy available to the County with respect to default.

9. Consent to Jurisdiction

The Contractor and its ultimate parent corporation shall consent to the exclusive jurisdiction of the courts of the State of California, or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of the Contract. Venue shall lie in the County of El Dorado, California.

10. End Term Provisions

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

11. Notice of Litigation

The Contractor shall agree to notify the County as soon as practicable or within two (2) business days, or as required to be consistent with legally mandated requirements of any litigation or significant potential for litigation of which the Contractor becomes aware which may have a material impact on or which names the Contractor. Further, the Contractor will be required to warrant that it will disclose in writing to the County all litigation involving the Contractor, the Contractor's related organization, owners and key personnel.

12. Cost of Enforcement

If either the County or the Contractor institutes litigation against the other party to enforce its rights pursuant to the contract, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be reimbursed within ninety (90) days after receiving notice of the party which prevails.

VIII. Submission & Scoring of Proposals

A. General Submission Information

1. Proposal Submission

Proposers must submit one (1) original, so marked, and ten (10) copies of their proposal, along with any and all appendices and addenda, signed by the representative authorized to bind the Proposer to the commitments in the proposal. The proposal shall be clearly marked on the outside with the name, address and phone number of the Proposer, and the name of the Proposer's contact individual, and shall be further clearly marked as follows:

“RFP #11-0073-MAILROOM DO NOT OPEN”,

Complete submissions must be received by the County no later than 3:00 PM – April 1, 2011 at the following address:

**County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, CA 95667**

Attn: Bonnie H. Rich

Proposers are encouraged to hand-deliver their proposals to the aforementioned to insure that they are received prior to the deadline date and time. Proposals that are received by courier, mail, certified or registered mail or any other manner after the deadline time and date will be deemed non-responsive. A Proposer may withdraw its proposal at any time **prior** to the opening deadline date and time by submitting a written request in person for its withdrawal to the County's Office of Procurement and Contracts, Attention: Bonnie H. Rich, signed by an authorized representative of the Proposer authorized to bind the Proposer to the commitments in the proposal and provided that the representative shows proof of his/her identity. Upon receipt of a request in the aforementioned manner, the proposal will not be considered by the County and will be returned to the Proposer so long as the withdrawal takes place prior to the time for opening and the Proposer signs a receipt for return of the proposal. A Proposer who withdraws its proposal prior to the opening deadline date and time may thereafter submit a new proposal so long as the new proposal is submitted **prior** to the opening

deadline date and time. Modified, revised, or new proposals offered in any other manner, oral or written, will not be considered.

It is the responsibility of the Proposer to assure that the proposal is received in the County's Office of Procurement & Contracts as directed above prior to the proposal opening deadline date and time. Proposals received beyond the opening deadline date and time will not be considered, and will be returned by the County unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

Proposers taking material exception to the County's specifications will be disqualified. The purpose of the Pre-Proposal Conference is to provide clarification of the RFP and its specifications before submission of proposals. If an organization has questions regarding the RFP and its specifications, a request for clarification should be submitted at or before the pre-bid conference to obtain a ruling on the matter before submitting a proposal.

Immediately after the passing of the deadline for proposal submissions, the Purchasing Agent will publicly open the proposals and make a list of firms that have submitted proposals. No information other than the names of the Proposers will be publicly released until after the scoring of the Proposals has been completed. The Purchasing Agent or designee shall review each proposal submission for initial responsiveness to determine if it is timely, is certified in accordance with Proposers' certification requirements, follows the instructions of the RFP, and is accompanied by the required proposal deposit pursuant to the requirements of this RFP. Failure to timely submit a proposal, or to include the required certification or mandatory proposal deposit will result in the proposal being deemed non-responsive by the Purchasing Agent and will be recommended to the County's Board of Supervisors for rejection. The Purchasing Agent will notify a Proposer of its recommendation and the date and time that the recommendation of non-responsiveness will be heard by the County's Board of Supervisors. The Proposer may appear and have an opportunity to be heard at that hearing. Failure of the Proposer to appear at the Board of Supervisors hearing on the matter will result in Proposer's deemed failure to exhaust its administrative remedy.

Proposals shall be valid for a period of 90 days after the deadline date and time for submission.

2. Procurement Time Frames

The schedule for the County of El Dorado CSA #3 procurement is outlined in the Procurement Schedule on page _4_. Failure to comply with any time frames outlined in the procurement schedule may result in automatic disqualification of the Proposer.

3. Cost of Participation

All costs associated with participation in this procurement process shall be borne by the Proposer. The County will not be responsible for any costs incurred by a Proposer or any third party as a result of participation in this process.

4. County to Investigate Credential and Proposal Submissions

The Proposer shall submit executed notarized “investigative authorization forms” for the company(s) whose credentials are submitted for review and for all owners, officers and key personnel and subcontractors. Publicly held companies need only submit the company release and those for the managers and key personnel who would be involved in the fulfillment of the contract or in the preparation of the proposal. Copies of the required release forms are provided as Appendix 3, Investigative Releases.

5. Own Expertise and Judgment Required

Each Proposer is specifically advised to use its own expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the contract. “Methods”, in this context, means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which, taken together, comprise each Proposer’s strategies and tactics for accomplishing the task. The County recognizes that different Proposers may employ different methods with equal success. By allowing each Proposer to select, employ and change its production methods, the County hopes to promote innovation, efficiency and superior levels of performance.

6. Estimated Business Volumes

The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transports, or frequency of special events coverage that

may be associated with this procurement. Any and all historical data related to past volumes of business within the County of El Dorado EMS system are provided to illustrate the historical level of performance only, and not to guarantee future business volume.

7. Public Records Act

All proposals shall not become public information by and until the conclusion of the selection process. At the conclusion of the selection process, a proposal or portions thereof, may be disclosed except that those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and which are deemed by the County as not being public documents that must disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Information designated as trade secret by a Proposer shall be submitted in a separate sealed envelope from the remaining proposal and clearly labeled as proprietary with the RFP number on the outside of the envelope. That separate sealed envelope shall then be placed in the sealed envelope or box containing the proposal. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.

8. Proposal Deposit Required

All proposals must be accompanied by a proposal deposit (not a bid bond) in the sum of \$5,000.00 in the form of a certified check or cashier's check made payable to the County of El Dorado. This proposal deposit will be returned to any unsuccessful Proposers within ten business days after the award of the contract, except that if, upon investigation of credential and proposal submissions it is determined that a Proposer has misrepresented itself or provided false or inaccurate information, then that respective Proposer's deposit shall be forfeited to the County as provided in this RFP. The successful Proposer's proposal deposit will be returned upon the signing of the contract. No interest will be paid on any proposal deposit.

9. County's Rights:

Award of a contract will be considered by the Board of Supervisors for the County. The County reserves the right to investigate, request clarification of, and verify any and all proposals, to waive any and all irregularities, and/or to reject any and all proposals as deemed by the County as necessary and/or in the best interests of the County.

B. Mandatory Table of Contents

In order to ensure that the evaluation of proposals is as equitable as possible, all proposals must be submitted in the following format. Order and numbering conventions should be consistent with the required table of contents. Proposers are further directed to Appendix 1, Expanded Mandatory Table of Contents, of this RFP for further information on the minimum requirements for each section of the Mandatory Table of Contents.

The proposals will be scored in comparison with other Proposers' offerings for each section as specified in item C. "Evaluation of Proposals" which follows in this section of the RFP.

- I. Letter of Transmittal
- II. Introduction
 - A. Description of Proposed Organization
- III. Credentials
 - A. Analogous Experience
 - B. Demonstration of Financial Depth and Stability
 - C. Documentation of Regulatory Compliance and Litigation
- IV. Clinical Performance
 - A. Clinical Credentials of Field Personnel
 - B. Financial Reserve for Clinical Upgrades
 - C. Quality Improvement Processes
 - D. In-Service Training
 - E. Preceptor Qualifications/Status
 - F. Internal Staff Support for EMS Medical Director
 - G. Electronic Patient Care Record
- V. Community Service and Education
- VI. Control Center Operations
 - A. Qualifications of Personnel
 - B. In-service Training
 - C. Methods for Fine Tuning Deployment Plans
 - D. Proposed Computer Aided Dispatch/AVL System
 - E. EMD Software Installation
 - F. Proposed Location and Operation of Communications Center
- VII. Human Resources
 - A. Treatment of Incumbent Workers
 - B. Compensation and Benefits
 - C. Leadership/Supervisory Training

- D. Diversity Awareness Training and Involvement Plan
 - E. Health and Safety Programs
 - F. Recruitment and Retention Strategies
- VIII. First Responder Program Support
 - A. First Responder Equipment and Supply Replenishment
 - B. Training Support for First Responder Program
- IX. Fleet and Equipment Issues
 - A. Proposed Vehicles and Safety Features
 - B. Ambulance Maintenance Practices
 - C. Equipment Maintenance Practices
- X. Key Personnel and Implementation Plan
- XI. Administrative
 - A. Provision of Insurance
 - B. Method of Providing Performance Security
- XII. Billing and Accounts Receivable Program Support
 - A. Medical Necessity Program
 - B. Corporate Compliance Program
- XIII. System Enhancements
 - A. Syndromic Biosurveillance
 - B. Data Lockbox

The Proposer will address each item in this section. Programs and offerings will be compared to other proposals. Any Proposer whose response fails to incorporate or utilize the minimum standards may be ruled a non-responsive, non-responsible proposer. The Proposer, at its option, may offer higher levels of performance for any component addressed in this RFP. Any additional offers will be considered as delineated in the Submission and Scoring Section of this RFP.

C. Evaluation of Proposals

Proposals will be evaluated by a Selection Committee composed of representatives selected by the County of El Dorado. The Selection Committee may also include at least one outside member with experience in evaluating high performance EMS proposals and a financial advisor.

The County’s consultants and legal advisors will not serve as members of the Selection Committee but may be asked to provide technical support for the committee. Investigations of Proposers’ submissions and services may be

conducted as deemed necessary by the County. Such investigations may include a site visit.

Proposals will be evaluated according to the following methodology:

- Compliance with the RFP

Proposals determined to be complete, follow the instructions of the RFP, including that it was received prior to the deadline for submission, the proposal deposit in the amount and form specified was included and meet the prescribed minimum standards, and format stipulated in the RFP will be scored by the Selection Committee in a non-public venue.

- Review of Proposals

The Selection Committee will score the proposals not previously rejected as non-responsive. Each of these Proposers will have an opportunity to make a one-hour oral presentation to the Selection Committee, followed by a 30 minute question and answer period. Presentations will be conducted at a place and time to be determined by the County. The Purchasing Agent will notify Proposers of the date and time of the presentations by contacting the official contact for each Proposer. The order of the presentations will be randomly determined. Each Proposer presentation shall be closed to the public and to competing Proposers to prevent any Proposer from gaining an unfair advantage by acquiring specific knowledge of a competitor's submission.

- Award of Points for Proposals to Provide Ambulance Service

Scoring will be based on a point system with points allocated to each category in the required outline format of the proposal. Deliberations by the Scoring Committee shall be a closed meeting. Each proposal will be separately and independently scored by each Selection Committee member as follows:

- a. *Compare.* Each committee member will individually compare submissions related to a single category (e.g., Human Resources - Treatment of Incumbent Workers).
- b. *Identify the strongest submission and assign maximum points.* On the basis of that comparison, each committee member will identify the

- c. *Award relative points to other submissions.* Having assigned the maximum possible points to the strongest submission, each individual committee member will then award points to the other proposals in that category, consistent with that member’s assessment of the relative strengths of the competing proposals, on that category only.
- d. *Repeat the process for all criteria.* Each individual committee member will then repeat steps a. through c. for all categories shown on the scoring sheets.
- e. *Tabulate scores.* The Polaris Group or an outside accounting firm will tabulate the points.

The results of the Selection Committee process will be tabulated and recommendation will be submitted to the County Board of Supervisors for approval and authorization to negotiate a contract with the prevailing Proposer. The Purchasing Agent will notify all Proposers in advance of the Board of Supervisors meeting on consideration of the recommendation, of the date and time of the Board of Supervisors meeting and the recommendation. If a Proposer wishes to protest the recommended award, the protesting party shall submit a written protest in the form of a letter signed by an authorized representative of the Proposer, specifically stating the reason(s) for the protest and providing all relevant facts, law, rule, regulation or criteria on which the protest is based. That written protest must be received at least 24 hours prior to the meeting. Proposers will be given an opportunity to be heard at the meeting. Decision of the Board of Supervisors is final. Failure of a Proposer to follow this protest procedure prior to award will be deemed to be a failure to exhaust its administrative remedy.

D. Scoring Criteria

<u>Item</u>	<u>Points</u>
I. Letter of Transmittal	0
II. Introduction	
A. Description of Proposed Organization	0

III.	Credentials	
	A. Analogous Experience	200
	B. Demonstration of Financial Depth and Stability	200
	C. Documentation of Regulatory Compliance and Litigation	100
		500
IV.	Clinical Performance	
	A. Clinical Credentials of Field Personnel	30
	B. Financial Reserve for Clinical Upgrades	30
	C. Quality Improvement Processes	30
	D. In-Service Training	30
	E. Preceptor Qualifications/Status	10
	F. Internal Staff Support for EMS Medical Director	20
	G. Electronic Patient Care Record	10
		160
V.	Community Service and Education	60
VI.	Control Center Operations	
	A. Qualifications of Personnel	20
	B. In-service Training	20
	C. Methods for Fine Tuning Deployment Plans	20
	D. Proposed Computer Aided Dispatch/AVL System	20
	E. EMD Software Installation	20
	F. Proposed Location and Operation of Communications Center	20
		120
VII.	Human Resources	
	A. Treatment of Incumbent Workers	30
	B. Compensation and Benefits	30
	C. Leadership/Supervisory Training	30
	D. Diversity Awareness Training and Involvement Plan	10
	E. Health and Safety Programs	20
	F. Recruitment and Retention Strategies	30
		150
VIII.	First Responder Program Support	
	A. First Responder Equipment and Supply Replenishment	50
	B. Training Support for First Responder Program	50
		100

IX.	Fleet and Equipment Issues	
	A. Proposed Vehicles and Safety Features	50
	B. Ambulance Maintenance Practices	30
	C. Equipment Maintenance Practice	20
		100
X	Key Personnel and Implementation Plan	
	A. Qualifications of Key Personnel	60
	B. Implementation Plan	50
		110
XI.	Administrative	
	A. Provision of Insurance	0
	B. Method of Providing Performance Security	0
XII.	Billing and Accounts Receivable Program Support	100
XIII.	System Enhancements	
	A. Syndromic Biosurveillance	30
	B. Data Lockbox	20
		50
	Total Points	1,450

APPENDIX 1

EXPANDED MANDATORY TABLE OF CONTENTS

APPENDIX 1

EXPANDED MANDATORY TABLE OF CONTENTS

The Proposer will address each item in the order and format provided below. Minimum requirements are provided for each section.

I. Letter of Transmittal

The letter of transmittal must clearly state the name or the organization submitting the proposal and identify the Proposer's authorized representative for official contacts related to this procurement. An official of the proposing organization authorized to bind the company to the commitments made in the proposal must sign the letter.

II. Introduction - Description of Proposed Organization

The Proposer will comprehensively describe the nature of the organizational entity proposed to be directly responsible for the provision of service under the contract. This must include any relationship the proposed organization may have to a "parent" or "sister" company. Financial relationships, ownership, shared directorship, or relationships with other organizations shall be defined. Organizational charts and a complete description of the proposed organization should be included.

III. Credentials

All Proposers must provide detailed information and supporting materials to enable the County to fully evaluate and verify the organization's qualifications. Entities that have multiple sites may use information from any site to establish qualifications. However, information presented which does not reflect the experience of the operational site responsible for performance under this proposal shall be noted.

Should any group of entities submit a proposal as a joint venture, or should any Proposer propose to use a subcontractor to fulfill obligations specified in this RFP, any information presented which does not reflect the experience of the operational unit submitting the proposal shall be so noted and documentation of the qualifications of the joint venture partner or subcontractor shall be included in the proposal.

The County will conduct an extensive verification of the credentials and qualifications of the Proposer receiving the best score in the proposal phase of the evaluation process. If the County finds any substantial misrepresentation of qualifications or is unable to adequately verify a Proposer's credentials, the Proposer will be found to be non-responsible and forfeit their proposal deposit to compensate the County for the time spent evaluating a proposal from a non-responsible proposer. The County will then proceed to verify the credentials of the second place Proposer, and so on, until the highest scoring Proposer is verified as a responsible, responsive proposer.

A. Analogous Experience

Each Proposer shall provide the following:

1. Documentation clearly demonstrating that the Proposer has experience managing a full service (emergency and non-emergency) high performance ALS ambulance service in a community with a population of at least 30,000 persons. Information provided should include a list of communities in which the service is operated, names, addresses and phone numbers of the EMS Medical Director(s) and contract officer(s) or designated public officials with oversight responsibility. Documentation of independently verifiable maximum (fractile) response time performance, the number of responses provided in each of the last two years and a brief description of the community, its EMS system and the services provided by the Proposer must be included.
2. Documentation of existing emergency services management systems and personnel that can facilitate the transition to managing such a service. This information should include descriptions of operational methods including, but not limited to:
 - System Status Planning and Deployment Methods
 - Communications Center Management or Contractual Relationship
 - Field Supervision
 - Training and Management of Clinical Personnel
 - Recruitment, Orientation and Retention of Personnel
 - Quality Improvement Process Management
 - Interactions with First Responders
 - Management of a Material Management and Distribution System
 - Fleet Management

- Driver Training and Risk Management
 - OSHA Compliance and Exposure Control
 - Participation in Medicare / Medicaid Compliance Program
 - Compliance and Quality Assurance Methods for 3rd Party Billing
 - Health Insurance Portability and Accountability Act (HIPAA) Compliance
 - Compliance with the Health Information Technology for Economic and Clinical Health Act (HITECH Act), enacted on February 17, 2009, which provides for privacy and security of patient health information. Part of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub L 111-5, 123 Stat 115)
3. Proposer shall provide information and documentation of existing management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible and accountable for providing services under this RFP.
 4. Proposer shall demonstrate its ability to comply with response times by one of the following methods:
 - 5 Experience in managing and operating a service which is required to comply with specified emergency response times based on fractile compliance (e.g. 90% of life threatening emergencies responded to within 10 minutes and 0 seconds). Documentation shall include a copy of contract language, regulation or ordinance which requires compliance and the service's response time performance for the past full year for which information is available. This information will be provided on a monthly compliance basis and in the following format:

Life Threatening Emergencies

Month												
Responses												
Exceptions												
Compliance %												

If the Proposer does not have experience managing and operating a service in which fractile compliance is required, The Proposer shall provide clear and convincing information that demonstrates the capability to implement and manage such a system. The Proposer should include information about the steps, policies, procedures, training, equipment and management techniques that would be utilized to fulfill the requirements of the contract.

B. Demonstration of Financial Depth and Stability

Proposer shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the proposal. If the organization is a multi-site operator, joint venture or subsidiary operation, it may report consolidated financial information provided that a letter guaranteeing the Proposer’s performance with the full faith and credit of the parent organization is included with the financial data and is signed by an official with the authority to bind the parent organization. The provider will also provide and document the following:

1. Sufficient capital to provide for implementation and start-up of the contract.
2. Financial reserves or net worth sufficient to sustain the operation in case the Proposer has incorrectly estimated expenses or profits from the operation.
3. Any facts, issues or potential event that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.

4. If the firm or its parent is publicly traded, a copy of the most recent annual report and SEC forms 10-(K) and 10-(Q). These must include audited financial statements for at least the past two years.
5. If the firm is not publicly traded, copies of audited financial statements for the last two years, if they are available. If not, each Proposer should submit complete financial statements for the past two years together with a notarized statement from the chief executive or chief financial officer of the organization certifying that the statements are correct. The County reserves the right to audit these statements to verify them.
6. If the firm is a political subdivision or Joint Powers Authority formed by political subdivisions, a letter from the controlling entity of the political subdivision authorizing participation in this process and a copy of the Joint Powers Authority agreement. In either case, sufficient authority must be demonstrated to engage in the contemplated contract. Additionally, the Joint Powers Authority will provide documented compliance with Government Code 6500 – 6536 “Joint Exercise of Powers Act”.
7. Clear evidence of the ability to secure insurance coverage required under this procurement. This may be in the form of certificates of insurance or a letter from an appropriate insurance company documenting that coverage will be provided. Detailed insurance coverage requirements and endorsements are found in Appendix 4 to this RFP.
8. A federal programs (Medicare and Medicaid) and 3rd party payor billing and documentation compliance program. Proposer should identify its program, methods, documentation guidelines, and implementation procedures. Proposers will also identify the firm’s compliance officer and detail policies related to reporting and resolution of compliance issues.

C. Documentation of Regulatory Compliance and Litigation

The Proposer shall detail any and all regulatory investigations, findings, actions, complaints and their respective resolutions. Proposer will specifically include details about any and all emergency (911) contract terminations and non-renewals within the last two years. Additionally, the Proposer will detail the circumstances and resolution of any contract disputes or notices of non-compliance.

1. The Proposer will provide a detailed list of all litigation in which the Proposer is involved.

IV. Clinical Performance

A. Clinical Credentials of Field Personnel

Minimum: Personnel who make up every ambulance crew will be appropriately certified by the State of California. Each ambulance will be staffed with at least one (1) paramedic and one (1) EMT, properly credentialed by the Medical Director.

A detailed organizational chart should be included. Detailed job descriptions and commitments for upgraded certifications should also be provided.

B. Financial Reserve for Clinical Upgrades

Minimum: List the annual dollar amount to be reserved for non-mandatory clinical upgrades.

Funds reserved will be cumulative from one contract year to the next and will be used for clinical system improvements above and beyond those contained in the commitments made in the successful proposal and contract.

C. Quality Improvement Processes

Minimum: Internal quality improvement program that identifies deviations from medical protocols, incomplete and inaccurate patient information and opportunities for improvement.

The Proposer should describe a comprehensive quality improvement program covering all aspects of the operations that it intends to utilize in the performance of this contract. The description of the program should include the type, frequency and quantity of information that would be provided to the EMS Medical Director to support his/her clinical oversight responsibilities.

D. In-Service Training of Contractor's Employees

Minimum: Programs for employees to retain required certification and meet local requirements for their respective positions.

Proposers will describe continuing education and special classes to be offered to personnel. Proposers will also provide policies regarding which programs are required and which are voluntary as well as what, if any cost to employees is involved. Proposer should clearly describe programs for clinical upgrade training, continuing education and any tuition assistance programs for employees.

E. Preceptor Qualifications/Status

Minimum: Educational and operational experience qualifications of clinical preceptors who will support the on-going clinical development of the clinical staff.

F. Internal Staff Support for EMS Medical Director

Minimum: Describe the level, type and amount of staff support that is proposed to facilitate interaction with the duties of the EMS Medical Director.

G. Electronic Patient Care Record

Minimum: Proposer shall propose an electronic patient care record (ePCR) that will be capable of collecting and reporting all clinical and billing records required to meet the requirements of the contract and County documentation requirements. The ePCR system shall provide access for County staff and the EMS Medical Director to review and use data and information from the system for quality improvement, billing, investigative research, contract compliance and other lawful and appropriate purposes. The ePCR shall, at Contractor's sole expense be integrated to the County's billing platform in a manner that uploads all data fields required for appropriate billing in a timely manner. The ePCR must also provide for a minimum of a preliminary patient record to be left at the hospital or receiving facility following every transport.

V. Community Service and Education

Minimum: Development and implementation of community based programs, to facilitate and improve injury and illness prevention and system access.

Proposer should include a description of specific programs, including training, personnel commitments, equipment, and budgeted funds

committed for these programs. Innovative approaches and cooperative programs with other agencies are encouraged.

VI. Control Center Operations

A. Qualifications of Personnel

Minimum: Communications workers must be trained according to EMD National Standard Curriculum, be certified in EMD and receive appropriate orientation to Proposer's deployment methods. Training should include the use of pre-arrival protocols and the Proposer's computer aided dispatch system.

B. In-service Training of Contractor's Employees

Minimum: Programs for employees to retain required certification and meet local requirements for their respective positions.

Proposers will describe continuing education and special classes to be offered to personnel. Proposers will also provide policies regarding which programs are required and which are voluntary as well as what, if any cost to employees is involved. Proposer should clearly describe programs for communications upgrade training, continuing education and any tuition assistance programs for employees.

C. Methods for Fine Tuning Deployment Plans

Minimum: Describe the process for modifying deployment techniques to ensure that ambulances are appropriately located by hour of the day and day of the week to respond to requests for service. The description should describe who is involved in the process and how and at what intervals it will be accomplished. Proposers will additionally detail safeguards to assure that non-emergency requests are adequately provided for in the plan.

D. Proposed Computer Aided Dispatch/AVL System

Minimum: Proposers will provide detailed information regarding the features and capabilities of the Computer Aided Dispatch and Automated Vehicle Location Systems to be provided. The Proposer should also provide information about system redundancy, fault tolerance, manual back-up and disaster recovery features and procedures. An implementation schedule for the installation of the specified system should be included.

E. EMD Software Installation

Minimum: Proposers will provide a plan for the acquisition and installation of EMD software that is compliant with the requirements of the EMS Medical Director. The approved minimum system is the installation of the most recently released Medical version of ProQA and AQUA from Priority Dispatch Consultants. Proposers should include a detailed plan and timeline for installation, systems integration with CAD and training that will assure that both ProQA and AQUA are fully operational prior to contract implementation.

F. Proposed Location and Operation of Communications Center

Minimum: Proposer shall describe its plan to establish a communications center to provide dispatch and communications services under the proposed contract. Proposer may propose to operate its own independent center, or may subcontract communications services to either of the existing communications centers (South Lake Tahoe & Camino) currently operating in the County of El Dorado. Proposer must provide information about the proposed center, including physical plant, layout, telephony, technology, redundancy, backup power and other systems, sufficient to allow the Selection Panel to evaluate the relative strength of the proposed plan.

VII. Human Resources

A. Treatment of Incumbent Workers

Minimum: The incumbent work force will be given consideration for employment by the incoming Contractor. Seniority transfer and programs for retaining personnel should be described.

B. Compensation and Benefits

Minimum: Salary levels will be provided. Each Proposer will include detailed wage scale, compensation increases, hours worked and a complete description of the benefit package to be offered.

C. Leadership/Supervisory Training

Minimum: Proposer's initial and on-going training and development program for EMS managers and supervisors will be described.

D. Diversity Awareness Training and Involvement Plan

Minimum: The Proposer will describe its internal diversity awareness and involvement plan, including its affirmative action plan and compliance reports.

E. Health and Safety Programs

Minimum: The Proposer will document a comprehensive health and safety program designed to prevent injuries and improve the health of the work force. This will include all government mandated programs and a comprehensive driver safety program. This must also include the employee screening and drug testing programs.

F. Recruitment and Retention Strategies

Minimum: Document mechanisms to ensure that well qualified employees are recruited and retained in the system.

Proposers should describe the comprehensive program used and should include details and examples of methods and tools employed.

VIII. First Responder Program Support

A. First Responder Equipment and Supply Replenishment

Minimum: A supply and equipment exchange and/or reimbursement program designed to facilitate continuity of care and rapid transfer of patients on-scene.

B. Training Support for First Responder Program

Minimum: The Proposer will provide a detailed description of its proposed support and funding for first responder training. The Proposer will provide a detailed description of its proposed support and funding of training independent of medical training.

IX. Fleet and Equipment Issues

A. Proposed Vehicles and Safety Features

Minimum: Proposer will provide a detailed description of its proposed ambulance fleet including, at a minimum:

1. The number and type of ambulances and other vehicles proposed
2. Specifications for the proposed ambulances, including a statement describing which vehicles are new, which are used (including age and mileage) and a description of the proposed vehicle replacement strategy

3. A commitment regarding the minimum ambulance fleet size as it relates to peak deployment practices
4. A description of modifications and features of the proposed ambulances, designed to improve vehicle reliability and the safety of patients and crewmembers
5. A description of any other vehicles that will be used to fulfill the requirements of the contract including their purpose and capabilities
6. A description of the Proposer's approach to driver safety training, monitoring and remediation, including a detailed description of any driver and proposed vehicle performance monitoring system(s).

B. Ambulance Maintenance Practices

Proposer should completely describe the ambulances and other vehicles to be furnished under the contract. Details of specified modifications and maintenance practices specifically designed to increase vehicle service life and eliminate vehicle failures should be provided. Additionally, Proposer will identify the location at which ambulance maintenance will be conducted.

C. Equipment Maintenance Practices

The Proposer should provide a detailed list of all major items of clinical equipment and document maintenance procedures and contracts to be employed in maintaining them to manufacturer recommended standards.

X. Key Personnel and Implementation Plan

A. Key Personnel

Proposers will identify the key personnel that will be employed to implement and manage services proposed under the contract. At a minimum, the identity and qualifications of the individuals responsible for the overall operation as well as those with functional responsibility for managing the communications center, fleet operations, production, and quality improvement should be included. A description of each key on-site person's experience in managing and providing similar services will be included. Resumes' should be provided for each "key" person. Proposers will also detail their "management bench strength" and show how other company resources will support the operation.

B. Implementation Plan

Proposers shall submit an Implementation Plan detailing all significant milestones including planned date each step is expected to commence and be completed in order to begin services by the implementation date of the Contract. The plan should demonstrate a clear, concise and realistic plan to implement the Contract.

XI. Administrative

A. Provision of Insurance

Minimum: The Proposer will document with a certificate of insurance the availability of the specified coverage. Additionally, the Proposer must submit a letter, signed by the appropriate authority agreeing to all specified terms including indemnity provisions.

B. Method of Providing Performance Security

Minimum: Each Proposer will describe and document the method(s) by which it will provide the specified performance security.

XII. Billing and Accounts Receivable Program Support

A. Medical Necessity Program

Minimum: The Proposer will document its program for the documentation of medical necessity in EMS transportation.

B. Corporate Compliance Program

Minimum: The Proposer will provide detailed information and documentation of its Corporate Compliance program including the name and position of its Corporate Compliance Officer.

XIII. System Enhancements (These items are not required but will receive credit in the scoring of proposals)

A. Syndromic Biosurveillance

Proposers may offer to acquire and install a Syndromic Biosurveillance system that utilizes EMS data, including that obtained during the EMD process to provide public health and homeland security alerts triggered by clusters or patterns of illness and injury within the community. If the winning Proposer installs such a system, the County may choose to expand the system to cover the entire County, at County expense.

B. Data Lockbox

Proposers may offer to establish a Data Lockbox to provide security, continuity and accountability of CAD response data. The system may also include a mechanism for third party analysis, audit and reporting of response time performance to determine contract compliance.

APPENDIX 2
CONTRACTOR COMPENSATION

APPENDIX 2

CONTRACTOR COMPENSATION

The Contractor serving CSA#3 will be compensated in 60 monthly payments of \$166,500.00 for the duration of the original five-year term of the contract. Beginning in January 2013, County will annually increase monthly compensation by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Studies and effective for each calendar year. In the event that the AIF is zero or a negative percentage in any given year, Contractor compensation will not be changed during that year. The County will work collaboratively with the Contractor to establish and maintain an annual balanced operational budget for CSA #3, with operating expenditures that do not exceed annual operating revenues. .

At any time during the Contract term, in the event that significant circumstances beyond the reasonable control of the Contractor or County dramatically increase or decrease Contractor's expenses or County revenues, either party may request that the other meet and confer regarding the terms of the Contract. Potential options include:

- Agree to continue the Contract without changes
- Increase or decrease Contractor compensation
- Modify the performance requirements of the Contract

Examples of circumstances beyond the reasonable control of the parties include, but are not limited to: significant changes in State or federal healthcare reimbursement, State or federal mandates that create an unfunded financial burden on either party, the repeal or reduction of certain taxes or benefit assessments, and significant changes in the payor mix.

APPENDIX 3
INVESTIGATIVE RELEASES

APPENDIX 3

INVESTIGATIVE RELEASES

INVESTIGATIVE AUTHORIZATION – ENTITY OR SUBCONTRACTOR

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for the County of El Dorado, California, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the County of El Dorado, California, or its agents. The entity specifically agrees that the County of El Dorado, California or its agents may conduct an investigation into, but not limited to the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership, or key personnel which might reasonably be expected to influence the County of El Dorado selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business(es) in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire six (6) months from the date of the signature.

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

Date

Entity or Subcontractor Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title

ACKNOWLEDGMENT FOLLOWS:

ACKNOWLEDGMENT

State of California)

County of _____)

On this _____ day of _____, 2011, before me, _____(name and title), personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) _____ acted _____ executed the _____ instrument_____.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Notary Public Seal

Commission
Expiration Date

INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide advanced ambulance service to the County of El Dorado, California, recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the County of El Dorado, California or its agents, such as, but not limited to, the character, reputation and competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the County of El Dorado, California, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Individual Name

ACKNOWLEDGMENT FOLLOWS:

ACKNOWLEDGMENT

State of California)

County of _____)

On this _____ day of _____, 2011, before me, _____(name and title), personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) _____ acted _____ executed the _____ instrument_____.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Notary Public Seal

Commission
Expiration Date

APPENDIX 4

INDEMNITY AND INSURANCE COVERAGE REQUIREMENTS

APPENDIX 4

INDEMNITY

To the fullest extent of the law, CONTRACTOR shall defend, indemnify, and hold COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with CONTRACTOR's, or any of its Member Agency's services, operations, or performance hereunder, and/or in connection with or arising from the selection of CONTRACTOR as a responsible, responsive Proposer, regardless of the existence or degree of fault or negligence on the part of COUNTY, CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COUNTY, its officers and employees, or as expressly provided by statute. This duty of CONTRACTOR to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Insurance

CONTRACTOR shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Management Division and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements set forth hereinafter. In addition, where CONTRACTOR authorizes its members to provide services specified under this Contract, CONTRACTOR shall ensure either that CONTRACTOR's policy of insurance names the Member Agencies as an additional, named insured for the purposes of this Contract, or alternatively, that the Member Agencies provide proof of a policy of insurance meeting all of the following requirements and naming the COUNTY as an additional insured for the purposes of rendering services as CONTRACTOR's subcontractor under this Contract:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees and subcontractors of CONTRACTOR as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business.

- D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
- E. CONTRACTOR shall furnish a certificate of insurance satisfactory to the County Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the County Risk Management Division.
- G. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the County Risk Management Division, and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments

under any policy issued by any insurance company.

- M. CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.
- N. In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the County Risk Management Division, as essential for protection of the COUNTY.

APPENDIX 5
EQUIPMENT FURNISHED BY THE COUNTY

APPENDIX 5

EQUIPMENT FURNISHED BY COUNTY

1. COMMUNICATIONS INFRASTRUCTURE

A high band radio is available at Barton Memorial Hospital emergency department. County provides and maintains two repeaters (MED 7 and MED 8).

ASSIGNED FREQUENCIES

<u>ASSIGNMENT</u>	<u>TRANSMIT</u>	<u>RECEIVE</u>
Dispatch	154.445	153.950
Tactical Channel	153.890	154.340
City Net	155.940	153.995
Vehicle to Vehicle	UHF high end frequencies	
Ambulance to Hospital	MED 1 to MED 10 (MED 7 is primary)	
ALS Medical Control	MED 1 to MED 10 (MED 7 is primary)	

PL Tone is 100

PREFERRED COMMUNICATION EQUIPMENT

Satellite phone system

Ambulance Contractor to provide all mobile and portable radios compatible with existing radio system.

2. MEDICAL EQUIPMENT

High-altitude Nitronox Dispenser Units

APPENDIX 6
PROPOSER CERTIFICATION

APPENDIX 6

PROPOSER CERTIFICATION

The undersigned warrants that he or she is authorized to make commitments on behalf of the Entity or subcontractor identified herein and further certifies and warrants that the contents of the Proposal containing this executed Proposer Certification is complete and that all statements made therein are true and correct. The undersigned specifically acknowledges and consents that this Proposer Certification shall constitute a warranty and material representation, the falsity of which shall entitle the County of El Dorado to pursue any remedy authorized by law, including the right of declaring any contract made as a result thereof to be void. This Proposal shall remain valid and in effect for ninety (90) days from the opening deadline date.

Date

Entity or Subcontractor Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title

ACKNOWLEDGMENT FOLLOWS:

ACKNOWLEDGMENT

State of California)

County of _____)

On this _____ day of _____, 2011, before me, _____ (name and title), personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) _____ acted _____ executed the _____ instrument _____

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Notary Public Seal

Commission
Expiration Date