



REGULATORY/ MEDICAL HEALTH SERVICES
EMERGENCY MEDICAL SERVICES

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June 27, 2018

To: EMS SYSTEM DISTRIBUTION
From: Tammi McConnell, MSN, RN
Orange County EMS Administrator
Subject: 9-1-1 BLS Emergency Ambulance Transportation Services Request for Proposal Public Comment

The current 9-1-1 BLS Emergency Ambulance Transportation Services agreements between the County and ambulance providers are set to expire on May 31, 2020. Accordingly, Orange County Emergency Medical Services (OCEMS) is currently in the process of developing a Request for Proposal (RFP) for provision of 9-1-1 BLS Emergency Ambulance Transportation Services to begin on June 1, 2020, and is seeking feedback from members of the community, city and County officials, and EMS system providers on the 2014 RFP. Comments may be submitted via the OCEMS website or at any of the following public meetings:

- July 10, 2018 at 9:00am Facilities Advisory Committee
Location: Health Care Agency, Room 433
July 11, 2018 at 1:00pm County Paramedic Advisory Committee
Location: Health Care Agency, Room 433
July 13, 2018 at 9:00am Emergency Medical Care Committee
Location: 333 W. Santa Ana Blvd, Commission Hearing Rm
July 18, 2018 at 9:00am Education & Training Advisory Committee
Location: Health Care Agency, Room
July 25, 2018 at 9:00am Transportation Advisory Committee
Location: Health Care Agency, Room 433

The 2014 RFP is posted at: http://healthdisasteroc.org/ems. This portal also allows for entry of public comments, and will remain open until 4:00pm (PDST) July 31, 2018. Thank you in advance for your review and comment.



# COUNTY OF ORANGE HEALTH CARE AGENCY

## FINANCIAL AND ADMINISTRATIVE SERVICES CONTRACT DEVELOPMENT AND MANAGEMENT



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DATE: May 19, 2014

TO: Interested Parties

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

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

The County of Orange Health Care Agency is seeking proposals from qualified ambulance service providers to provide 9-1-1 Emergency Ambulance Response, Transportation and Related Services to patients within Exclusive Operating Areas.

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

This solicitation is not in any way to be construed as imposing any obligation on the County to any party. The County will not pay for any costs associated with the preparation, submission, or consideration of any proposal.

**Proposers submitting a proposal must electronically upload their proposal in PDF format, via BidSync located on the Orange County (OC) Procurement website: <http://olb.ocgov.com/bids/>. In order to be considered, complete proposals must be submitted no later than 4:00 P.M. PDST on Monday, July 14, 2014. Hard copy proposals will not be accepted.**

All questions regarding this solicitation, other than those posed at the Pre-Proposal Conference, are to be posted online via the BidSync Question and Answer (Q&A) section. Proposers are expected to thoroughly read through the entire solicitation before posting questions. Each individual Proposer must determine if it meets the eligibility requirements to submit a proposal identified in the

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

Release Date: May 19, 2014

Page 2

solicitation. The County will not provide assistance in this matter beyond the requirements stated. Responses from the County will be posted via BidSync as promptly as possible. The BidSync Q&A section will be closed to new questions on Monday, June 16, 2014 at **3:00 P.M. PDST**.

A Pre-Proposal Conference has been scheduled to answer questions you may have regarding this solicitation:

DAY/DATE: Wednesday, June 18, 2014  
TIME: 2:00 P.M. – 3:00 P.M. PDST  
WHERE: Commission Hearing Room  
333 W. Santa Ana Blvd.  
Santa Ana, California 92701

**Attendance at the conference is highly recommended but not mandatory in order for an ambulance service provider to be eligible to submit a proposal.** Confirmation of each ambulance service provider's attendance at the Pre-Proposal Conference must be received by June 13, 2014 to Charles Hart, Procurement Administrator at the following email address: [chhart@ochca.com](mailto:chhart@ochca.com). It is the responsibility of each ambulance service provider to ensure sufficient time is allowed to find parking and enter the conference timely. **No one will be admitted later than ten (10) minutes after the start of the conference, and all attendees should remain until the conference ends.**

The conference will be recorded and a transcript of the conference will be posted on BidSync. Verbal answers given at the conference are not binding on the County. Any response or communication from a County representative other than written answers posted on BidSync will be unauthorized and the County shall bear no responsibility for any reliance upon the unauthorized communication.

Proposers are to strictly follow the directions above for questions regarding this solicitation. During the entire solicitation process, no County employee may be contacted for questions or information regarding this solicitation except as provided in the directions listed above. Any Proposer violation of this directive may be deemed non-compliant with the solicitation process and such non-compliance may be a basis to reject the Proposer's proposal.

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

County of Orange  
Health Care Agency  
Contract Development & Management  
405 W. 5<sup>th</sup> Street, Suite 600  
Santa Ana, CA 92701



Request for Proposals  
9-1-1 Emergency Ambulance  
Response, Transportation and Related Services  
Solicitation ID# OC2014-01

Issued  
May 19, 2014

# TABLE OF CONTENTS

SECTION	PAGE
<b>I. Introduction</b>	
A. Proposal Focus and Background.....	6
B. Eligibility for Proposal Evaluation Stage .....	9
C. RFP Clarification and Pre-Proposal Conference .....	10
D. Proposal Submission.....	11
E. Contract Term .....	12
F. Evaluation of Proposals and Selection of Providers .....	12
G. County’s Authority .....	14
H. Protest Process .....	15
I. Timeline .....	16
J. Confidentiality .....	16
K. Addendums .....	17
L. Contract Terms and Conditions .....	17
M. Indemnification and Insurance Requirements .....	18
N. County of Orange Child Support Requirements .....	20
<b>II. Description of Services</b>	
A. Target Population.....	22
B. Functional Responsibility .....	22
C. Medical Administration .....	22
D. Operations .....	24
E. Emergency Response Communication Systems.....	36
F. Facilities, Supplies and Equipment.....	39
G. Personnel.....	40
H. Data Management .....	42
I. EMS System and Community.....	43
J. Administrative Process .....	44
<b>III. Proposal Preparation Instructions .....</b>	<b>52</b>
<b>IV. Agency Description Information .....</b>	<b>54</b>

**TABLE OF CONTENTS (CONTINUED)**

<b>SECTION</b>	<b>PAGE</b>
<b>V. Proposal for 9-1-1 Emergency Ambulance Response, Transportation &amp; Related Services</b>	
A. Provider Experience and Qualifications .....	56
B. Proposed Functional Responsibility .....	56
C. Proposed Medical Administration .....	56
D. Proposed Clinical Levels and Staffing Requirements .....	57
E. Proposed Training .....	57
F. Proposed Operations .....	58
G. Proposed Emergency Response Communication Systems .....	61
H. Proposed Facilities, Supplies and Equipment .....	61
I. Proposed Personnel .....	62
J. Proposed Data Management .....	64
K. Proposed EMS System and Community .....	64
L. Proposed Administrative Services .....	65

**Attachments**

Attachment I – Contracting Requirements/Attestation

Attachment II – Forms A-D

Attachment III – Pro Forma Budget

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

**A. PROPOSAL FOCUS AND BACKGROUND**

The County of Orange (County) Health Care Agency (HCA) is seeking proposals from qualified ambulance service providers to provide 9-1-1 Emergency Ambulance Response, Transportation and Related Services such as Billing/Advanced Life Support (ALS) Reimbursement; Patient Satisfaction Program, Public Education, etc. within an Orange County (OC) Exclusive Operating Area (EOAs). The primary goal of these services is to provide quality 9-1-1 Emergency Ambulance medical care and ambulance transportation services to OC residents.

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

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

Health and Safety Code §1797.224 authorizes OCEMS to create EOAs, provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan. EOAs may be changed, adjusted, or redrawn by OCEMS at any time during the contract period. Pursuant to Government Code Section 56076, the Local Agency Formation Commission (LAFCO) is responsible for approving updates to the Spheres of Influence (SOI) for the unincorporated County areas. OCEMS has consulted LAFCO on SOI boundaries to ensure that all unincorporated areas of the County are appropriately incorporated in EOAs.

OCEMS has reconfigured nineteen (19) current EOAs (TABLE 1) into five (5) EOAs. The five (5) EOAs were created to assure service providers with state sanctioned anti-trust protection and provide uniform, reliable emergency ambulance services. OCEMS has determined that the five (5) EOAs (TABLE 2) are medically feasible, financially viable, and allow for efficient resource utilization to maximize response times. EOAs do not reflect city and or supervisorial district boundaries.

The outcome of this solicitation will be the selection of one (1) Proposer **for each** designated EOA, with whom the County will negotiate an exclusive, performance-based contract for the provision of the required services. The information in TABLE 1 and TABLE 2 below is based on data at the time of issuance of this solicitation. The information is provided for general purposes only and does not constitute any commitment by the County, nor does it guarantee any annual utilization of services.

**TABLE 1: Existing Orange County EOAs to be Re-configured as Identified in TABLE 2**

<b>EOA</b>	<b>City</b>	<b>Associated Unincorporated Areas</b>
5	Cypress	
10	Irvine	John Wayne Airport (JWA), Irvine Sphere Of Influence
13	La Palma	
14	Los Alamitos	Rossmoor
17	Placentia	Brea Unincorporated, Tonner Canyon
19	San Juan Capistrano	Ortega Highway
21	Seal Beach	Bolsa Chica
22	Stanton	Midway City, Carmel/Lampson, Dale/Augusta, Katella/Rustic, Mac-Syracuse
23	Tustin	Cowan, Lemon Heights, North Tustin (Orange and Tustin Portions)
24	Villa Park	Silverado Canyon, El Modena, Lincoln/Glassell, North El Modena, Olive Heights, Orange Park Acres, Santiago Creek
26	Yorba Linda	Chino Hills State Park, Country Club, Fairlynn
28	Laguna Hills	
29	Rancho Santa Margarita	Trabuco, O'Neill Park, Las Flores, Coto de Caza
30	Laguna Hills	
32	Aliso Viejo	Aliso Woods, Aliso Canyon
35	Laguna Woods	Unincorporated Laguna Wilderness, Emerald Bay
38	Mission Viejo	
39	Dana Point	
42	Lake Forest	Modjeska, Upper Trabuco/Cooks



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

<b>REGION A (City + Associated Unincorporated Areas in Table 1)</b>		<b>Total Call Volume</b>	<b>ALS Assessment</b>	<b>ALS Transport</b>	<b>BLS Transport</b>	<b>Total Transports</b>
17	Placentia	2,369	294	662	524	1,480
26	Yorba Linda	2,817	350	724	686	1,760

<b>REGION B (City + Associated Unincorporated Areas in Table 1)</b>		<b>Total Call Volume</b>	<b>ALS Assessment</b>	<b>ALS Transport</b>	<b>BLS Transport</b>	<b>Total Transports</b>
5	Cypress	2,084	275	583	614	1,472
13	La Palma	658	135	234	152	521
14	Los Alamitos	1,385	153	447	492	1,092
21	Seal Beach	3,011	523	787	915	2,225
22	Stanton	3,405	442	681	929	2,052

<b>REGION C (City + Associated Unincorporated Areas in Table 1)</b>		<b>Total Call Volume</b>	<b>ALS Assessment</b>	<b>ALS Transport</b>	<b>BLS Transport</b>	<b>Total Transports</b>
10	Irvine	9,594	1,326	2,803	2,324	6,453
23	Tustin	4,992	698	1,455	1,384	3,537
24	Villa Park	254	51	179	95	325

<b>REGION D (City + Associated Unincorporated Areas in Table 1)</b>		<b>Total Call Volume</b>	<b>ALS Assessment</b>	<b>ALS Transport</b>	<b>BLS Transport</b>	<b>Total Transports</b>
28	Laguna Hills	2,198	287	781	641	1,709
30	Laguna Niguel	2,840	340	960	807	2,107
32	Aliso Viejo	1,737	287	516	446	1,249
35	Laguna Woods	4,339	702	1,108	1,475	3,285
39	Dana Point	2,416	334	698	600	1,632

<b>REGION E (City + Associated Unincorporated Areas in Table 1)</b>		<b>Total Call Volume</b>	<b>ALS Assessment</b>	<b>ALS Transport</b>	<b>BLS Transport</b>	<b>Total Transports</b>
19	San Juan Capistrano	2,389	274	769	644	1,687
29	Rancho Santa Margarita	2,645	341	788	606	1,735
38	Mission Viejo	5,819	1,064	1,680	1,424	4,168
42	Lake Forest	3,670	514	1,176	956	2,646

**B. ELIGIBILITY FOR PROPOSAL EVALUATION STAGE**

Proposers may submit a proposal for one (1) or more of the five (5) EOAs, which may result in a Proposer being awarded a contract for one (1) or multiple EOAs. Proposers will be pre-qualified to determine eligibility to proceed to the evaluation stage. As part of this eligibility process, and in order to proceed to the proposal evaluation stage, HCA will be conducting an inspection of the

Proposer's proposed equipment, personnel, facilities, and financial records to ensure the Proposer: 1) is capable of independently operating in each EOA for which it has submitted a proposal, and 2) meets all of the requirements of this solicitation. **If the inspection concludes that the Proposer's resources are not capable of independently operating in each EOA sought by the Proposer, or does not meet all of the solicitation requirements, the Proposer's proposal will be deemed non-responsive in its entirety and will not proceed to the proposal evaluation stage.** Therefore, it is the sole responsibility of each Proposer to ensure that their proposed equipment, personnel, and facilities are capable of independently operating in each EOA sought by the Proposer.

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

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

HCA requires all potential individuals and/or contract entities to disclose: any pending charges or convictions for violations of criminal law; any sanction or disciplinary action by any federal or state law enforcement, regulatory, or licensing agency, including exclusion from Medicare and Medicaid programs; any administrative actions by the Fair Political Practices Commission; and, any civil complaints or judgments alleging fraud, unlawful activity, or unfair business practices.

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

The County does not require, and neither encourages nor discourages, the use of lobbyists or other consultants for the purpose of securing business.

HCA reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other information available to HCA. This disqualification is at the sole discretion of HCA. Any Proposer submitting a proposal herein waives any right to object to HCA's exercise of this right, now or at any future time, before

anybody or agency including, but not limited to, the County Board of Supervisors or any court of competent jurisdiction.

### **Causes for Disqualification**

HCA's determination that a Proposer is disqualified may be based on one (1) or more of the following:

- Evidence of collusion amongst Proposers.
- A Proposer's lack of business skills or financial resources necessary to operate a business successfully, as revealed by either financial statements or experience statement.
- A Proposer's lack of responsibility as shown by past work, references, or other factors including but not limited to non-compliance with communication equipment standards; inability to provide constant personnel staffing and sustain payroll; and inability to provide evidence of continuous insurance. A Proposer is in arrears or is in default to the County or other governmental entity on any debt or agreement, or defaults upon any obligation to the County, or has failed to faithfully perform any previous agreement with the County at HCA's sole determination.
- Submission of a proposal that is late, incomplete, conditional, ambiguous, obscure, or which deviates from the specifications in this solicitation, or has material irregularities.

Other causes as HCA deems appropriate such as Proposer taking exceptions with any provisions within the scope of work. HCA in its sole, absolute discretion will determine whether or not a Proposer is qualified and responsive. HCA's determination as to whether a Proposer is qualified and responsive will be based on the information furnished by the Proposer in this solicitation, interview(s) with the Proposer (if applicable), as well as from other sources determined to be valid by HCA. Contract awards will not be made until after such investigations, as are deemed necessary, are made by HCA regarding the experience and financial responsibility of the Proposer, which each Proposer agrees to permit by submitting its proposal. Any Proposer disqualified or whose proposal is determined to be non-responsive shall be notified in writing by HCA within three (3) business days of such disqualification or non-responsive determination.

### **C. RFP CLARIFICATION AND PRE-PROPOSAL CONFERENCE**

HCA has attempted to provide all information relevant to this solicitation in the solicitation. All questions regarding this solicitation, other than those posed at the Pre-Proposal Conference, are to be posted online via the BidSync Q&A section. Proposers are expected to thoroughly read through the entire solicitation before posting questions. Each individual Proposer must determine if it meets the eligibility requirements to submit a proposal identified in the solicitation. The County will not provide assistance in this matter beyond the requirements stated. Responses from the County via BidSync will be posted as promptly as possible. The BidSync Q&A section will be closed to new questions on Monday, June 16, 2014 at **3:00 P.M. PDST.**

A Pre-Proposal Conference has been scheduled as follows to answer questions you may have regarding this solicitation:

DAY/DATE: Wednesday, June 18, 2014  
TIME: 2:00 P.M. – 3:00 P.M. PDST  
LOCATION: Commission Hearing Room  
333 W. Santa Ana Blvd.  
Santa Ana, California 92701

**Attendance at the conference is highly recommended but not mandatory in order for an ambulance service provider to be eligible to submit a proposal.** Confirmation of each ambulance service provider's attendance at the Pre-Proposal Conference must be received by June 6, 2014 to Charles Hart, Procurement Administrator at the following email address: [chhart@ochca.com](mailto:chhart@ochca.com). It is the responsibility of each ambulance service provider to ensure sufficient time is allowed to find parking and enter the conference timely. **No one will be admitted later than ten (10) minutes after the start of the conference, and all attendees should remain until the conference ends.**

The conference will be recorded and a transcript of the conference will be posted on BidSync. Verbal answers given at the conference are not binding on the County. Any response or communication from a County representative other than written answers posted on BidSync will be unauthorized and the County shall bear no responsibility for any reliance upon the unauthorized communication.

Proposers are to strictly follow the directions above for questions regarding this solicitation. During the entire solicitation process, no County employee or evaluation committee panel member may be contacted for questions or information regarding this solicitation except as provided in the directions listed above. Any Proposer violation of this directive may be deemed non-compliant with the RFP process and such non-compliance may be a basis to reject the Proposer's proposal.

#### **D. PROPOSAL SUBMISSION**

**Proposals must be submitted via BidSync and as instructed in Sections IV and V of this solicitation no later than 4:00 P.M. PDST on Monday, July 14, 2014** (Proposal Submission Deadline). Proposers may withdraw or make changes to their proposals at any time before the Proposal Submission Deadline. Unless withdrawn before the Proposal Submission Deadline, proposals will be considered firm offers and remain valid for a minimum of 180 days from the Proposal Submission Deadline. By submitting a Proposal, the Proposer agrees to waive any claim it has or may have against the County, its officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal, the waiver or any requirements under the RFP, the acceptance or rejection of any proposal, and/or the award of any contract.

**E. CONTRACT TERM**

The County intends to contract with one (1) ambulance service provider for each of five (5) designated EOAs to provide the subject services. The term of the agreement resulting from this solicitation is five (5) years in duration.

**F. EVALUATION OF PROPOSALS AND SELECTION OF PROVIDERS**

Proposals will be evaluated on the basis of the response to all requirements in this solicitation. Each proposal should be complete and present a thorough understanding of the needs of the County with respect to its desire to provide the subject services. The successful Proposer must demonstrate in its proposal:

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

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

An evaluation committee pool will be established consisting of ten to fifteen members of the community having direct medical and emergency transport job knowledge and expertise of the services described in this solicitation. Three to five members of the pool may be selected for placement onto each of five individual panels for the five RFP identified EOAs and be subject to HCA Procurement guidelines, which includes, but is not limited to a review of job knowledge expertise, and an attestation from the panel member that they have no financial or other conflict of interest with any of the responsive proposers. Each EOA will have a separate panel. The following categories may be utilized to compile an evaluation committee:

<b>Category</b>	<b>Job Experience</b>
City Representative	EMS system experience
County Representative	Non-OCEMS County EMS
Hospital Representative	Orange County preferred
Physician/Nurse	Emergency Receiving & Specialty Center experience preferred
First Responder	Public Safety, First Responder, EMS Educator

Preferred professional expertise qualifications include, but are not limited to:

- Registered Nurse (RN) qualified by EMS experience as Mobile Intensive Care Nurse; Critical Care Transporter; Base Hospital Coordinator, &/or within an Emergency Department/Hospital; Local EMS Agency
- Medical Doctors (MD) qualified by EMS experience as ED Physicians/Medical Director; Transporters; Base Hospital MD/Medical Director
- Physician Assistant (PA); Nurse Practitioners (NP) active in emergency medicine environment
- Active Paramedic accredited in Orange County or similar jurisdiction; Emergency Medical Technician qualified by EMS experience within ambulance transport operations
- Emergency Manager; First Responder; Public Safety Officer with working knowledge of disaster and local transportation system
- EMS Educators with working knowledge of disaster and local transportation system in Orange County or similar jurisdiction

The evaluation will consist of a thorough review of the Proposers’ proposals and may include interviews and/or site visits with the Proposers. The evaluation panel may request a Proposer to provide additional information or documentation regarding its proposal, and such requests must be fulfilled by the Proposer or its proposal will be rejected.

As part of the evaluation process, the evaluation panel has the right to conduct a review and audit all business records and related documents of any and all Proposers (including an affiliated or parent company) to: 1) determine the Proposer’s financial stability; and, 2) assess the adequacy, fairness, and reasonableness of the proposal. HCA also has the right to contact any and all Proposer references.

Responsive proposals shall be evaluated using the following criteria:

<b>Category Title</b>	<b>Total Weight</b>
Credentials and Qualifications	Pass/Fail
Core Requirements – Inspection	Pass/Fail
Functional Responsibility	5%
Clinical & Personnel	25%
Operations	40%
Management	20%
EMS System & Community	10%
<b>Total</b>	<b>100%</b>

<b>EVALUATOR RATING CRITERIA</b>					
<b>Rating</b>	<b>Poor</b>	<b>Adequate</b>	<b>Good</b>	<b>Very Good</b>	<b>Excellent</b>
Percentage of total points for category	0%	25%	50%	75%	100%

POINTS POSSIBLE PER CATEGORY					
Rating	Poor	Adequate	Good	Very Good	Excellent
Functional Responsibility	0	1.25	2.50	3.75	5
Clinical & Personnel	0	6.25	12.50	18.75	25
Operations	0	10	20	30	40
Management	0	5	10	15	20
EMS System & Community	0	2.5	5	7.5	10

Per EMSA direction and OCEMS requirements, selection of a Proposer for each EOA will be based solely on the highest proposal score as determined by the evaluation committee. The total number of points earned will be tallied for each Proposal, and the proposals will be ranked in order of the highest to lowest scores. The highest ranked proposal shall be considered the primary contract award and the next highest ranked proposal shall be the “alternate”. Following the review of proposals by the evaluation committee, the HCA Director or his designee, with concurrence of the OCEMS Medical Director, will approve a recommendation regarding the selection of a Proposer for each EOA.

Upon selection of a Proposer for each EOA and prior to the filing of an Agenda Staff Report for award of contract, HCA will issue a “Notice of Intent to Award Contract” for each EOA to all participating Proposers and submit copies of such notices to the Clerk of the Board of Supervisors. Award of a contract will not be effective unless and until it is authorized by the County’s Board of Supervisors.

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

HCA expressly reserves the right to negotiate contract terms with a selected Proposer prior to award, and reserves the right to award a contract on the basis of the proposal submitted without further discussions. Therefore, each proposal should contain the Proposer’s best terms from a programmatic standpoint.

**G. COUNTY’S AUTHORITY**

Nothing in this RFP limits the authority of the County or HCA to:

- Modify this solicitation.
- Cancel this solicitation at any time, in whole or in part prior to award.
- Accept any proposal as offered.
- Reject any or all proposals.

- Disqualify a Proposer, or terminate a contract, for false information submitted in response to this solicitation.
- Waive any procedural irregularity, immaterial defect, or other impropriety deemed reasonably correctable or not warranting rejection of the proposal.
- Allow for the correction of irregularities or immaterial defects in proposals.
- Request additional documentation and/or information to further determine a Proposer's financial/organizational stability.

**H. PROTEST PROCESS**

In accordance with County Contract Policy Manual section 1.3-101, any Proposer or prospective Proposer who alleges an error or impropriety in this solicitation or in the award of a contract may submit a grievance or protest.

**Protest of Bid/Proposal Specifications**

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

**Protest of Award of Contract**

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

**Procedure**

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

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

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



HCA shall not proceed with the solicitation or award of the contract until the County Purchasing Agent or the Procurement Appeals Board renders a final decision on a timely protest, unless HCA provides written justification to be included in the procurement file that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester’s right to the protest procedures outlined herein.

Upon receipt of a timely protest, HCA will forward the protest to the County Purchasing Agent. Within five (5) business days of receipt of the protest, the County Purchasing Agent will review all materials in connection with the protest, assess the merits of the protest, and provide a written determination that shall contain his decision on whether the protest shall be forwarded to the Procurement Appeals Board as described in Section 1.4 of the Contract Policy Manual. A written decision shall be issued stating the reasons for the actions taken.

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision. Should the County Purchasing Agent decide the protest should be forwarded to the Procurement Appeals Board, the protest shall be heard by the Procurement Appeals Board as provided in section 1.4 of the County Contract Policy Manual.

**I. TIMELINE**

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

<b>Activity</b>	<b>Day</b>	<b>Date</b>
RFP Issued	Monday	May 19, 2014
Pre-Proposal Conference	Wednesday	June 18, 2014
Proposals Submission Deadline	Monday	July 14, 2014
Proposal Pre-qualification; evaluation; commence/Contract Award		July 15, 2014 - January 13, 2015
Services Commence	Monday	March 2, 2015

**J. CONFIDENTIALITY**

As provided in County Contract Policy Manual section 4.2-109, proposals are not to be marked as confidential or proprietary. Proposals submitted in response to this solicitation are subject to public disclosure as permitted by the California Public Records Act. The contents of all proposals, draft proposals, correspondence, agenda, memorandum, working papers, or any other medium which discloses any aspect of the proposal shall be held in the confidence until the issuance of the Notice of Intent to Award. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.

Regardless of any identification otherwise, including marking some or all pages as “confidential” or “proprietary”, information in proposals shall become a part of the public record and subject to

disclosure without further notice to the proposer. The County shall not in any way be liable or responsible for the disclosure of any such records.

The names of the evaluation committee members will not be disclosed prior to the Proposal Submission Deadline. To assure a fair process, members of the evaluation committee will be instructed to avoid discussing any Proposal or the solicitation process with any Proposer or other individual not present during the evaluation phase and prior to the public announcement of the outcome of the deliberation. Until the outcome of the deliberations of the evaluation committee has been submitted to OCEMS, Proposers shall avoid any communications regarding Proposals or the solicitation process with any member of the evaluation committee or County staff outside of the formal procurement process, except as Section I(C), above. If it is determined that a Proposer attempted or had such precluded communications during the period commencing with the issuance of the RFP through the issuance of the Notice of Intent to Award, Proposer's proposal may be disqualified.

**K. ADDENDUMS**

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

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

Any proposal which fails to conform to the essential requirements of the RFP documents, such as specifications or the delivery schedule may be rejected as non-responsive. Proposals submitted which do not meet the requirements regarding responsibility may also be rejected. HCA will provide written notification to the unsuccessful responder of the specific reasons for proposal rejection.

**L. CONTRACT TERMS AND CONDITIONS**

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

The contracts awarded through this solicitation are anticipated to be performance-based. Each contract will be customized with EOA information based upon the model contract found in

(Attachment I) which will require the selected Proposer to achieve and maintain high levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not suffice to meet the requirements of this solicitation with respect to prescribed performance requirements. In submitting a proposal, the Proposer is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required. Failure to meet specified service standards will result in financial penalties and may lead to termination of the selected Proposer’s contract. The County reserves the right to cancel the contract immediately with cause or upon thirty (30) days’ notice without cause. The OCEMS Medical Director shall immediately authorize the Alternate provider to serve as the primary transporter upon cancellation of contract.

If for any reason a selected Proposer is unable to enter into an agreement in time for services to begin March 2, 2015, or if a selected Proposer’s contract is terminated, OCEMS may proceed toward selection of the alternate Proposal, cancel the process, seek further input from the Board of Supervisors, or otherwise proceed as may be required in the public interest and consistent with applicable law.

Any proposal which fails to conform to the essential requirements of the RFP documents, such as specifications or the delivery schedule may be rejected as non-responsive. Proposals submitted which do not meet the requirements regarding responsibility may also be rejected. HCA will provide written notification to the unsuccessful responder of the specific reasons for proposal rejection.

The procurement process may be canceled after opening, but prior to award, when OCEMS determines in writing that cancellation is in the best interest of the agency for reasons such as: Inadequate, ambiguous, or otherwise deficient specifications cited in the RFP; the services are no longer required; proposals were not independently arrived at in open competition, were collusive or submitted in bad faith; no proposal received met the minimum requirements in the RFP.

**M. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

Indemnification and insurance coverage (including minimum limits) for the awarded contracts will vary based upon the identified services and will be determined during contract negotiations. To the fullest extent permitted by law, the awarded contract shall require the selected Proposer to indemnify, defend, and hold the County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which the County’s Board of Supervisors acts as the governing Board harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of the contract, loss, expense or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions, including the actual or alleged sexual misconduct of the selected Proposer, its officers, employees, or agents. The required forms of coverage and minimum insurance limits are as follows:

COVERAGE	MINIMUM LIMITS
Comprehensive General Liability with broad form Property damage and contractual liability	\$5,000,000 combined single limit per occurrence. \$10,000,000 aggregate.
Automobile Liability, including coverage for Owned, non-owned and hired vehicles	\$3,000,000 per occurrence. \$10,000,000 aggregate.

Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$3,000,000 per occurrence. \$10,000,000 aggregate.
Sexual Misconduct Liability	\$1,000,000 per occurrence
Performance Security Bond	\$1,250,000

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 0001, or a substitute form providing liability coverage at least as broad.
2. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
  - a) An Additional Insured endorsement using ISO form CG2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
  - b) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3. The business Auto Liability coverage shall be written on ISO form CA 0001, CA 0005, CA 0012, CA 0020, or a substitute form providing coverage at least as broad. Coverage for owned, non-owned, and hired vehicles must be indicated on Certificate of Insurance.
4. The statutorily-required Workers' Compensation policy must include a waiver of subrogation endorsement waiving all rights of subrogation against the County, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.
5. The insurance company providing coverage must have and maintain at minimum the following ratings based on the most current edition of the Best's Key Rating Guide/Property-Casualty/United States (ambest.com):
  - a) A- (Secure A.M. Best's Rating).
  - b) VIII (Financial Size Category).
6. The policy or policies of insurance maintained by the Proposer must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) verifiable at: ([http://interactive.web.insurance.ca.gov/webuser/idb\\_co\\_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)).
7. Self-Insured Retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, the Proposer indicates as such on the Certificate of Insurance with a 0 by the appropriate line of coverage.
8. All insurance companies providing insurance policies required by the agreement shall agree to give the County thirty (30) calendar days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

9. The performance bond requirement may be secured by one of the following methods, or a combination thereof.
- a) Performance Bond issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County, that the Proposer is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Proposer or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
  - b) Irrevocable Letter of Credit, issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that the Proposer is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Proposer or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

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

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

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

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

## **N. COUNTY OF ORANGE CHILD SUPPORT REQUIREMENTS**

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of contract but prior to official award of contract, the selected Proposers agree to furnish HCA with:

- a) In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address.
- b) In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity.
- c) A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees.
- d) A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Proposer to timely submit the data and/or certifications required may result in the contract being awarded to another Proposer. In the event a contract has been issued, failure of the Proposer to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract

**A. TARGET POPULATION**

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

**B. FUNCTIONAL RESPONSIBILITY**

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

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

Selected Proposers are expected to perform 9-1-1 Emergency Ambulance Response, Transportation and related Services to the complete satisfaction of OCEMS, which shall include, but not be limited to:

**1. Basic Services**

- a) Provide the subject services twenty-four (24) hours per day, seven (7) days a week (24/7) and without interruption throughout the term of the contract.
- b) Provide the subject services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
- c) The Proposer's proposal will be retained and incorporated into the contract by reference, except in the case of any conflicting provisions, the provisions contained in the contract shall prevail.

**2. Service Description**

- a) Provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in each awarded EOA region at the 9-1-1 BLS level, 24/7.
- b) Provide the subject services in each EOA, as the sole 9-1-1 emergency ground ambulance service provider, as authorized by contract with the County.

**C. MEDICAL ADMINISTRATION****1. Medical Oversight**

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

that the 9-1-1 emergency ambulance deployment for the EOA for which this RFP is issued be designed using a fluid model of organization that will provide high-level performance and optimize health and safety of the community (see section F – Proposed Operations page 63-65).

Selected Proposers may be required to participate in pilot studies that OCEMS may authorize. At the sole discretion of the OCEMS Medical Director, service standards may be waived in the event conflicting standards are established for the pilot program. Any such pilot program must be approved by the OCEMS Medical Director. Participation in the pilot program(s) shall be in addition to the provision of the subject services described in this solicitation.

## 2. Continuous Quality Improvement (CQI) Plan

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

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

## 3. Minimum Clinical Levels and Staffing Requirements

### a) Ambulance Staffing Requirements

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



**b) Training Requirements**

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

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

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

**(2) Preparation for Multi-Casualty Incident**

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

**(3) Driver Training**

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

**(4) Infection Control**

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

**D. OPERATIONS**

Selected Proposers shall be required to meet the following operational expectations, core requirements, and activities:

**1. Service Operations**

Selected Proposers shall have exclusive rights to all 9-1-1 emergency ambulance calls originating in their awarded EOA(s). There are areas on the periphery of the EOA, however,

where the nearest 9-1-1 emergency ambulances may be located in an adjacent jurisdiction. In the interest of obtaining the quickest ambulance service to the patient, OCEMS may approve the use of these closer 9-1-1 emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid Agreements with the ambulance service provider responding from the neighboring EOA.

## 2. Dispatch Operations

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

## 3. Response Time Performance Requirement

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

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

### a) Call Classifications

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

### b) Geographical Zones within EOAs

- (1) Metro/Urban Zones within EOAs are areas with a population density greater than one hundred (100) persons per square mile.
- (2) Suburban/Rural Zones within EOAs are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.

- (3) Wilderness Zones within EOAs are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74.

TABLE 3: Response Time Compliance Requirements

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

#### 4. Response Time Measurement Methodology

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

##### a) Call Receipt Time

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

##### b) At Scene Time

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

##### c) Response Time

“Response Time” is the interval, in exact minutes and seconds, between the “Call Receipt” time and: 1) “At Scene” arrival time, or, 2) the call is cancelled by an OCEMS-recognized public safety agency.

##### d) Failure to Report “At Scene” Time

In instances when ambulance crews fail to report “At Scene”, the time of the next communication between dispatch and the ambulance crew shall be used as the “At Scene” time. However, the actual arrival time through another means (e.g. First Responder, AVL,

communications tapes/logs, etc.) may be utilized if an auditable report of any edits is produced.

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

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

(1) Upgrades

If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority), compliance and penalties, as authorized in Section II(D)(6), below, shall be calculated based on the shorter of:

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

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

(2) Downgrades

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

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

(c) Reassignment En Route

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

(d) Canceled Calls

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

## f) Response Times Outside of the County of Orange

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

## g) Each Incident/Separate Response

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

## h) Response Time Compliance for Individual Emergency Response EOAs

In developing Response Time standards, OCEMS uses the three (3) Geographical Zones within an EOA as identified in TABLE 3 for Response Time compliance measurement. Response Time requirements for the Geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all Geographical zones within EOAs, are included in the calculation of non-compliance penalties for emergency responses.

## i) Equity in Response Times

- (1) OCEMS recognizes that Response Times are based upon call and population densities within the zones within EOAs.
- (2) OCEMS may evaluate the call density and zone within EOA structure to address changes occurring within each operating area. Should the call density of any significant contiguous area within the Suburban/Rural or Wilderness zones become equal to or greater than the call density to the adjacent Metro/Urban zone, then that area shall be considered for reclassification for Response Time compliance.
- (3) Selected Proposers shall report to OCEMS each month its response time performance in the existing ambulance zones within EOAs. Chronically poor response time performance in any of the zones will result in the selected Proposer being required to modify its deployment plans to achieve consistent performance. Chronically poor performance is defined as failure to meet Response Time standards in any (3) three consecutive months or any four (4) out of twelve (12) consecutive months. Failure to achieve consistent performance in these areas will be used for compliance measurement and application of penalties. OCEMS reserves the right to evaluate any zone within an EOA to identify pockets of poor Response Time performance and refer such findings to the selected Proposer for correction and improvement.

## 5. Response Time Exceptions and Exception Requests

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

## a) Multi-casualty Disaster

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

## b) Good Cause

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

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

(3) Equipment failure, traffic congestion not caused by the incident, ambulance mechanical failure, lost ambulance crews, poor employee performance, or other causes deemed to be within the selected Proposer's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

## c) Exception Request Procedure

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

(2) A request for an exception received after twenty (20) business days of the event occurrence will not be considered. OCEMS Contract Administrator will review each exception request and make a decision for approval or denial. Any appeal of the decision must be submitted, in writing, to the OCEMS Medical Director within ten (10) business days after the committee's decision. A selected Proposer's appeal to the OCEMS Medical Director shall constitute the Proposer's exclusive remedy to challenge the denial of a request for an exception. All decisions by the OCEMS Medical Director shall be considered final.

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

## 6. Response-Time Performance Reporting Procedures and Penalty Provisions

### a) Response Time Performance Reporting Requirements

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

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

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

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

#### (2) Response Time Performance Report

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

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

### b) Penalty Provisions

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. To remedy a selected Proposer's severe or chronic failure to comply with Response Time standards, OCEMS may impose the following penalties:

(1) Penalties for Failure to Comply with Response Time Requirements

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

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

TABLE 4: Per Call Response Time Penalties

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

Performance Credits

For each designated EOA in which the Proposer’s compliance with the Response Time standard exceeds ninety percent (90%) in each calendar month, performance credits shall be applied against the total penalties for Per Call Response Time Penalties. For the purpose of performance credits, Response Time compliance for each calendar month shall be based on the overall average of all Response Times for all code priorities and geographical zones within EOAs for that month. Performance credits shall be allocated each calendar month (Table 5).



TABLE 5: Performance Credits

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

**(3) Zone Non-Compliance**

Each selected Proposer is expected to comply with the applicable Response Time standard of ninety percent (90%) in each EOA, within each code of response, for each month. Failure to meet this requirement may be deemed in breach of contract where:

- (a) The Proposer fails to comply with the Response Time standard of 90% in the same response zone within an EOA for any two (2) reporting periods in any six (6) consecutive months; or
- (b) The Proposer fails to comply with the Response Time standard of 90% in the same response code category for any two (2) reporting periods within any consecutive six (6) month period.

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

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

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

TABLE 6: Penalties for EOA Non-Compliance

<b>Zone Performance</b>	<b>Penalty</b>
89%	\$2,000
88%	\$4,000
87%	\$6,000
86%	\$8,000
85% and less	\$10,000

(4) Failure to Respond

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

Prior to imposition of any penalty for a Proposer’s Failure to Respond, OCEMS shall conduct an investigation of the incident. **Disruption in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate contract cancellation.**

(5) Excessive use of Instant Aid/Mutual Aid

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

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

(6) Additional Penalties

OCEMS may impose financial penalties for other performance deficiencies, and may impose a penalty of up to \$500 per incident for any deficiency not specifically addressed in TABLE 7.

TABLE 7: Additional Penalties

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

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

(7) Penalty Disputes

Selected Proposers may appeal to OCEMS, in writing, within twenty (20) business days of receipt of notification of the imposition of any penalty or penalty calculation. OCEMS shall review all such appeals and make a decision to eliminate, modify, or maintain the appealed penalty. Should the selected Proposer desire to appeal the OCEMS decision, a written request must be submitted to the OCEMS Medical Director within ten (10) business days of the occurrence of the event. A selected Proposer’s appeal to the OCEMS Medical Director shall constitute the Proposer’s exclusive remedy to challenge the denial of a request for an exception. All decisions by the OCEMS Medical Director shall be considered final.

c) Fleet Requirements

Selected Proposers shall provide all appropriate vehicles, fuel, oil, maintenance and any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California ambulance equipment standards. The selected Proposers must require the use of seat belts in their vehicles. **The Proposer’s proposal must clearly demonstrate, for each EOA in which a proposal is submitted, that the Proposer’s fleet has the ability to operate as a standalone fleet within the EOA and independently from the Proposer’s operations in other areas outside of the EOA.**

(1) Emergency Ambulance Vehicles

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

**(2) Quantity of Vehicles**

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

**(3) Inspection**

- (a) OCEMS will conduct scheduled and unscheduled inspections of ambulances, maintenance facilities, and maintenance records. Selected Proposer shall make available to OCEMS during inspections the manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation for the Proposer's equipment and facilities.
- (b) Selected Proposer shall develop and maintain an automated or manual maintenance program and record keeping system. Maintenance records shall be available to OCEMS for analysis and inspection, and shall be maintained for two (2) years.

**(4) Daily Maintenance**

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

**(5) Ongoing Maintenance**

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

fifteen (15) days at its main operation location or its materials and supplies distribution center is required.

(c) Selected Proposers shall replace, immediately, any vehicle or equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the standards described herein.

(d) Selected Proposers shall provide OCEMS with the name and location of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the maintenance records; and the name and location of the electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems), and the name of the person knowledgeable of the maintenance records.

(6) Supervisor Vehicles

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

(7) Automatic Vehicle Locator

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

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

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

**E. EMERGENCY RESPONSE COMMUNICATION SYSTEMS**

1. Compliance with Laws

a) Prior to the contract start date, selected Proposers shall install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system, hereinafter referred to as Emergency Response Communications System (ERCS), according to the terms, conditions, and requirements contained herein.

b) The selected Proposer's ERCS must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the contract.

- c) All 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications and requirements, as applicable.

## 2. Communications Requirements

Selected Proposer shall comply with the following requirements concerning the installation, use, operation, and maintenance of their Emergency Response Communications System:

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

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

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

## 4. CAD Interface

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

## 5. System Upgrades

Selected Proposers shall upgrade the ERCS with comparable and compatible technology to upgrades made to 9-1-1 ALS Provider or County ERCS.

**6. Vehicle Communications 800 MHz Mobile Radio**

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

**a) 800 MHz Mobile Radio**

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

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

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

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

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

**7. Mobile Data Computer System**

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

**8. UHF Med 9 Radio**

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

**9. Web Based Communications Application**

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

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

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

**a) Service Administrator Requirements**

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

**b) Technical Requirements**

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

**c) ePCR Compliance and Training.**

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

**F. FACILITIES, SUPPLIES AND EQUIPMENT**

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



**1. Standard Inventory**

- a) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA.
- b) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.30), an automated external defibrillator shall be carried and stocked at all times on each ambulance providing services.

**2. Facilities**

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

**G. PERSONNEL**

Selected Proposer shall provide personnel meeting the following requirements:

**1. Management Team**

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

**2. EMS Liaison**

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

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

**3. Field Supervision**

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

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

#### 4. Personal Safety Equipment

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

#### 5. Internal Health and Safety Program

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

#### 6. Evolving OSHA and Other Regulatory Requirements

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

**7. Staff Resources**

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

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

**H. DATA MANAGEMENT**

Selected Proposers shall provide, maintain, and adhere to the following:

**1. Data and Reporting Requirements**

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

**a) Dispatch Computer**

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

**b) Records**

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

**c) Monthly Reports**

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

(2) Document and report to OCEMS, monthly, in writing, and on a form approved or provided by OCEMS, Response Time compliance and customer complaint/resolutions. Reports other than Response Time compliance and customer complaint/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than

November 30 of the preceding year, OCEMS shall provide a list of required reports and their frequency and due dates. Reports shall include, at a minimum:

(a) Clinical

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

(b) Operational

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

(c) Response Time Compliance

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

(d) Response Time Statistical Data

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

(e) Personnel Reports

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

(f) Other Reports

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

## **I. EMS SYSTEM AND COMMUNITY**

### **1. Participation in EMS System Development**

OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and mutual aid response. Therefore, selected Proposers shall be required to actively participate in regional disaster preparation and response, including disaster drills and exercises, mutual and automatic aid agreements, and training.

**2. Accreditation**

Current CAAS Accreditation is preferred. If selected Proposers are not currently CAAS accredited, selected Proposers shall attain full accreditation, within twenty-four (24) months of contract commencement, as an ambulance service through CAAS, and maintain accreditation through the term of the contract.

**3. Handling Service Inquiries and Complaints**

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

**4. Patient Satisfaction Program**

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

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

**5. Public Education**

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

**J. ADMINISTRATION PROVISIONS****1. Payments for Procurement Costs, County Compliance Monitoring, Contract Management and Regulatory Activities**

OCEMS is the Local Emergency Management Services Agency and, accordingly, may recover its costs in administering the contracts for 9-1-1 emergency ambulance services. Patients shall not be directly billed for these costs.

- a) Selected Proposers shall reimburse OCEMS for a portion of its expenses related to conducting this procurement, monitoring and managing the contracts, and conducting periodic procurements. A one-time payment shall be due upon execution of the contract, which shall represent a portion of the estimated actual costs to OCEMS for conducting this RFP and monitoring the contracting process. The one-time payment totals \$50,000, and is prorated to each designated EOA based on current transport volumes. (Table 8)

- b) Selected Proposers shall pay OCEMS the amount of \$13.33 per patient transport from calls originating from the 9-1-1 system. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first payment for this contract will be invoiced after the fourth quarter of calendar year 2014 and will include all calls occurring from the commencement of the contract. This amount has been calculated to partially reimburse OCEMS for its anticipated costs in administering the selected Proposer’s contracts.

Table 8 One Time Contractor Payment

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

2. Accounting Procedures

a. Invoicing and Payment for Services

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

b. Audits and Inspections

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

(3) Selected Proposers may be required by OCEMS to provide periodic reports in a format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

3. County License

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

OCEMS Policies and ambulance service applications can be found on the Orange County EMS website at [www.healthdisasteroc.org/ems](http://www.healthdisasteroc.org/ems)

4. Annual Performance Evaluation

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

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

5. Service Rates

Selected Proposers shall adhere to the Service Rates below:

a) Maximum BLS Service Rate

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

b) ALS Service Rate

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

2) Selected Proposers will be responsible for directly paying to ALS Service Provider the ALS Reimbursement Rate.

As of the issuance of this solicitation, the approved maximum ALS Service Rate is \$387.35 per transport. Should ALS Service Provider change the ALS Reimbursement Rate to an amount other than \$274.38, the selected Proposers shall be responsible for the payment of that alternate ALS Reimbursement Rate, only in the event that ALS

Service Provider has provided thirty (30) days' notice to OCEMS and the selected Proposers of its plan to change the ALS Reimbursement Rate.

- (a) ALS Reimbursement Rate is \$274.38 per transport with ALS services.
- (b) ALS Reimbursement Rate for Medicare patients and patients with Medi-Medi or Medicare+Choice plans is ALS-1 or ALS-2 Increment. The ALS Reimbursement Rate for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons), that use Medicare rates as a basis for payment in full, shall be based on the Medicare allowed amounts.
  - (1) ALS-1 Emergency Services. The ALS Reimbursement Rate for ALS-1 emergency transports and ALS-1 emergency assessments with BLS transports for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans that use Medicare rates as a basis for payment in full is the ALS Increment. The ALS Increment is defined as the difference between the Medicare allowed amount for a given ALS service (i.e., ALS-1 or ALS-2) and the Medicare allowed amount for BLS emergency services, prior to the twenty percent (20%) co-payment deduction.
  - (2) ALS-2 Services. The ALS Reimbursement Rate for ALS-2 services shall be the ALS Increment, as defined above.

c) Medical Supply Flat Reimbursement Rate

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

d) Zero-Pay Patients

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

e) Risk of Non-Payment

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

f) Medicare Patients

Selected Proposers may not charge Medicare patients more than the maximum Medicare rate.



## g) Billing, Audit, and Access to Records

- (1) Selected Proposers shall only bill for services according to the approved service rates and schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless approved in writing and in advance by OCEMS.
- (2) Prior to the start of services, selected Proposers shall establish an auditable billing system approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient billing/records system shall be organized so that search and retrieval of all billing records can readily be made by OCEMS according to the following criteria:
  - BLS
  - Patient Name
  - Chief compliant (billed)
  - Response location including zip code
  - BLS Transport
  - ALS Assessment/BLS Transport
  - ALS Escort
  - 9-1-1 Responses without transport
  - Day/Month/Year/Time
  - Patient care record number

## h) Accounting

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

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

## i) Submission of Claims

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

## j) Monthly Payments to ALS Service Provider

All ALS reimbursements and medical supply reimbursements, as required in this Section, (hereinafter referred to as “Monthly Payments”) must be promptly paid by Selected Proposer to ALS Service Provider beginning ninety (90) days from September 1, 2014, and such payments shall continue to be promptly remitted by Selected Proposer to ALS Service Provider thereafter within ninety (90) days after the first day of each month throughout the contract term. Zero Pay Patient Exemptions may be requested by Selected Proposer for each qualifying call by following the procedures below.

## k) Zero-Pay Patient Exemption Requests

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

## 6. Contract Breach Affecting Health and Safety

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

## 7. Alternate Emergency Ambulance Service Provider

Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest scoring Proposer in each EOA as the back-up

service provider in the event the selected Proposer is unable to fulfill the terms of the contract at any time.

8. Transition Planning - Competitive Bid Requirement

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

9. General Provisions

a) Permits and Licenses

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

b) Compliance with Laws and Regulations

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

c) Observation and Inspections

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

## d) Notice of Litigation or Investigations

Selected Proposers shall agree to notify OCEMS within twenty-four (24) hours of any actual, threatened or potential litigation, state investigation, or federal investigation related to the Proposer's operations.

Proposer's proposal must clearly meet all of the requirements of this solicitation. Proposers should review all requirements and instructions to ensure that each requirement is clearly addressed in the proposal. HCA shall not be responsible for any oral instructions given by any employees of HCA in regard to the proposal instructions, specifications, or proposal documents described in this solicitation. **One (1) proposal is required for each proposed OC EOA.**

Proposers may submit a proposal for all five (5) OC EOAs, which may result in a Proposer being able to provide services in multiple EOAs.

A. Proposals should be carefully proofread and include the following:

1. Table of Contents with page numbers, for each uploaded file.
2. Reference(s) to any appendices.
3. Placement of required forms immediately after the text they support in the proposal.
4. Numbered pages.
5. Single-sided text, at least one and one-half (1½) line-spaced.
6. Times Roman 12 point font.
7. Each section is to be separated by a titled cover page (similar to a tab in a binder), and each question as it appears in the solicitation is to precede its corresponding response.
8. All requested information is to be in the sequence and format specified in the solicitation.

B. Use the Proposal Preparation Checklist (Form A) (Attachment II) to plan and monitor proposal preparation, as well as to verify completion of all materials before submission.

C. Follow instructions about the order for presenting information, narrative text, and information requested on the forms.

D. Provide accurate, forthright, honest, and verifiable information. Reviewers tend to respond more favorably to a candid account of problems and a realistic plan to address them, than a glossing over of an apparent problematic situation. Information that is deliberately inaccurate may prompt an investigative review and will affect the evaluation of the proposal.

E. Ensure that information provided on the forms is consistent with the narrative and the information provided on other forms.

F. If you omit any required information or data, explain why.

G. Prepare the proposal with the reviewer in mind; do not assume reviewers know your program. **Proposal must be detailed and completely self-explanatory.**

H. Provide documentation where necessary, including items such as forms, etc.

I. Do not use appendices for information that is required in the body of the proposal. Use appendices to provide documentation or examples of activities mentioned in the proposal.

- J. Proposals and requested documents must be electronically uploaded in PDF format, via BidSync. **Hard copy proposals will not be accepted.**

Section IV is to be uploaded in one (1) files labeled “911EATS-OC2014-01-[Proposer Name] Agency Description”. **Only one (1) Section IV is required regardless of how many OC EOAs are being proposed.** 2. Section V is to be uploaded in one (1) file labeled “911EATS-OC2014-01-[Proposer Name]-[Proposed EOA]-Proposal. **The total number of Section V proposal files required is determined by the number of OC EOAs being proposed, e.g., if three (3) OC EOAs are being proposed, then three (3) separate Section V proposal files must be uploaded and labeled accordingly.**

**It is highly recommended that Proposers allow sufficient time to upload ALL required files. After the 4:00 P.M. PDST Proposal Submission Deadline, BidSync will not allow any uploads, e.g., if Section IV file uploaded successfully at 3:58:23pm and Section V file is in progress of being uploaded at 4:00:01pm, Section V file will not upload successfully. If ALL files are not uploaded successfully by the 4:00 P.M. PDST Proposal Submission Deadline, your proposal, in its entirety, will not be accepted.**

BidSync is the County’s third-party eProcurement vendor. If a Proposer experiences any problem with uploading the required documents, it is the Proposer’s responsibility to communicate directly with BidSync Customer Support at (800) 990-9339 to seek resolution and ensure timely submission of all required documents.

- K. All proposals uploaded successfully will be secured within BidSync. Upon receipt, each proposal will be notated with a separate identifiable proposal number, the date and time of receipt
- L. A proposal may be withdrawn in person by a responder or an authorized representative, provided his/her identify is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact time set for opening of the proposals.
- M. All proposals received prior to the time set for opening may be publicly opened and announced via BidSync with the information:
- RFP Number
  - Submission date
  - General description of service being procured
  - Names of responders
  - Amounts proposed
  - Any other information the awarding agency determines is necessary

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

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

15. Data Universal Number System (DUNS): A unique 9-digit identification number required by the federal government as part of their financial request and reporting process, which can be obtained free of charge from Dun and Bradstreet’s website ([www.dnb.com](http://www.dnb.com)) or by calling (866) 705-5711. Every Proposer is required to provide a DUNS number regardless of the funding source of this solicitation.
16. A pro forma budget (Attachment II) for the five (5) years of operations under the proposal.
- D. Acknowledgement that you will submit a copy of your organization’s insurance certificates and endorsements to the County prior to the services start date, and that the limits will, at a minimum, meet the minimum limits referenced in Section I.K. of this solicitation.
- E. Describe any pending audits, pending litigation, and/or investigation involving the organization. Limit your response to one-half (1/2) page of text.
- F. Provide three (3) professional references from an organization that have knowledge of your performance within the last year and will corroborate that your performance as an emergency ambulance transportation services provider meets the requirements of this solicitation. References must be submitted on the organization’s letterhead and signed by an individual that has the authority to submit the reference on behalf of the named organization.
- G. Describe any performance issues and/or audit or review of any contractual documents (e.g., invoices, units of service reports, etc.) within the last two (2) years that resulted in a corrective action plan, reimbursement of money to funder, investigation, and/or termination of any contract(s) between your organization and the County, other government entity, and/or private organization. Limit your response to one (1) page of text. For each performance issue include:
1. The type of contract, contract term (dates), funding amount and services provided.
  2. The issues and circumstances.
  3. How and when the issues were resolved.
  4. Your plans to ensure that the issues will not recur in future contracts.
- H. Complete and sign the Attestation Form (Attachment I - Contracting Requirements). Ensure the applicable section is checked and the form is signed prior to scanning and uploading it into BidSync. Upload the signed Attestation Form only; **do not** upload the pages containing the Contracting Requirements.



## **PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

Provide the information requested below in one (1) file per Section III instructions. One (1) proposal is to be submitted for each proposed OC EOA; therefore, responses are to be relevant to the OC EOA being proposed.

### **A. PROVIDER EXPERIENCE AND QUALIFICATIONS**

Complete Form D, and provide a detailed response to the following questions.

1. Complete the Related Service Experience (Form D) to describe your past and present experience in providing services related to those described in this solicitation. Include the number of years the company has been in business under the present business name, as well as related prior business names.
2. Discuss your organization's past and present experience and demonstrated ability in providing the services described in this solicitation to the target population defined in Section II.A.

### **B. PROPOSED FUNCTIONAL RESPONSIBILITY**

Describe how your organization will manage the start-up of services with the planned timeframe from contract approval to implementation. Include in your description:

- a) Management.
- b) Personnel.
- c) Facilities.
- d) Equipment.
- e) Training.
- f) Materials.
- g) Fuel and supplies used for proposed services.

### **C. PROPOSED MEDICAL ADMINISTRATION**

1. Describe your continuous quality improvement (CQI) program, including training for personnel. Submit a copy of your current CQI Plan.
2. Describe the (CQI) process that you will use to ensure the following are achieved:
  - a) Compliance with contract terms and conditions.
  - b) Contract performance standards.
  - c) Compliance with rules and regulations.
  - d) Compliance with process measurements and process improvements to achieve desired outcomes.

**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

3. Describe the CQI indicators, outcomes and performance improvement measures you have implemented within the last two (2) years related to:
  - a) Clinical performance.
  - b) Response time performance.
  - c) Driver performance.
  - d) Dispatch performance.
  - e) Any other CQI indicators implemented.
  
5. Describe your plan to participate in CQI committees and audit processes.

**D. PROPOSED CLINICAL LEVELS AND STAFFING REQUIREMENTS**

1. Provide a list of all California certified and OCEMS Accredited EMT's who will be assigned to the EOA. If you currently provide 9-1-1 emergency ambulance service within Orange County, provide a list of all California certified and OCEMS Accredited EMT's assigned to provide 9-1-1 emergency ambulance transportation services in **ALL AREAS** within Orange County. Include the following:
  - a) First and last name.
  - b) Duration (years/months) of time with your company.
  - c) CPR Certification expiration date.
2. Provide job descriptions for EMTs who provide 9-1-1 emergency ambulance level of care and transport services.
3. Describe the mechanism you will use to ensure that ambulance-staffing standards will be met. Include in your description how you will consistently ensure staffing levels necessary to meet contract performance requirements.

**E. PROPOSED TRAINING**

1. Describe the mechanism you will use to ensure that EMT and dispatch personnel meet the requirements for system orientation, organizational orientation and ongoing preparedness.

Include in your description, at a minimum:

- a) Orientation to ambulance service provider policies and procedures.
- b) EMS System overview.
- c) EMS policies and procedures.
- d) Radio communications.
- e) Map reading skills, including key landmarks, routes to hospitals and other major receiving facilities within the county and surrounding areas.
- f) Ambulance and equipment utilization, maintenance.

**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

- g) Ongoing orientation and education related to customer service expectations, performance improvement, and the billing and reimbursement process.
- 2. Provide your in-service and continuing education policies/program.
- 3. Describe how you will prepare and provide training to ambulance personnel and supervisory staff for response to multi-casualty incidents.
- 4. Describe your driver training program, to include:
  - a) Initial, ongoing and annual evaluation processes to establish driver proficiency.
  - b) Number of instruction hours.
  - c) Mechanism for integration into ambulance operations (e.g. accident review boards, impact of accidents on employee performance review, compensation, etc.).
- 5. Provide policies and your plan to ensure compliance with all infectious disease, blood borne and airborne pathogen control plans.

**F. PROPOSED OPERATIONS**

- 1. Describe your commitment to providing instant aid/mutual aid for adjacent jurisdictions.
- 2. Provide mutual aid agreement to be used to establish instant aid/mutual aid response.
- 3. Provide current policies for the dispatch center to address operational needs, and include a plan that demonstrates the capabilities of the dispatch center to provide emergency backup dispatch services.
- 4. Describe your plan for providing 24/7 operation of the EMS dispatch system.
- 5. Provide a list of all dispatchers and dispatch supervisors assigned to provide dispatch services to the EOA, to include:
  - a) First and last name.
  - b) Qualifications, e.g. Certified EMT, Paramedic, RN, or National Association of Emergency Medical Dispatchers, Emergency Medical Dispatch, emergency Tele-communicator Course certification.
  - c) CPR Certification expiration date.
- 6. Provide job descriptions for 9-1-1 emergency ambulance dispatchers and dispatch supervisors.
- 7. Describe your evaluation and orientation process for dispatch employees, to include training to radio operations, ReddiNet, protocols, and emergency response areas served.

**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

8. Describe the methods and strategies you will use to ensure compliance response times within each call classification and each geographical EOA. Methods and strategies should include compliance to response times as they relate to:
  - a) Dispatch.
  - b) Field Operations.
  - c) Overall Operations.
9. Describe your ability to document all times necessary with the CAD database to meet requirements of response time and response time measurement methodologies.
10. Provide documentation to demonstrate your ability to meet response time criteria. Documentation shall contain procedures including monitoring and verification procedures to be used to record and analyze response time statistics.
11. Provide a list of all OCEMS licensed emergency ambulance vehicles that will be assigned to the EOA. If you currently provide 9-1-1 emergency ambulance service within Orange County, provide a list of all OCEMS licensed emergency ambulance vehicles used to provide 9-1-1 emergency ambulance transportation services in **ALL AREAS** within Orange County. Include the following:
  - a) Vehicle identification number.
  - b) Vehicle registration month/year as noted on California DMV documentation.
  - c) Vehicle odometer reading.
  - d) Vehicle year, make and model.
  - e) Vehicle unit number.
  - f) Vehicle license plate number.
  - g) Vehicle ownership status (owned, financed, leased).
12. Describe your proposed fleet size in relation to peak load coverage requirements and fleet standardization policies. Describe the methods and strategies that you will use to expand the total number of ambulances available for use within the EOA during times of high volume for emergency calls.
13. Describe your policies and procedures for daily maintenance, operational checks (including medical preparedness of equipment and supplies), and documentation of daily maintenance and operations checks.
14. Describe your plan to ensure availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations for a minimum of fifteen (15) days.
15. Submit qualifications of maintenance personnel to be utilized including maintenance program managers.

**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

16. Describe your proposed maintenance practices, including the name(s) and location(s) of maintenance services.
17. Describe your proposed automated or manual maintenance record keeping system. Include the system's ability to track scheduled and unscheduled maintenance by vehicle and fleet, and equipment failures during ambulance responses.
18. Document your previous three (3) year vehicle failure rate including units in route, at scene, or with a patient on board.
19. Describe your proposed policies regarding timing of equipment replacement and preventative maintenance incentive programs.
20. Provide a list of all supervisor vehicles that will be assigned to the EOA. If you currently provide 9-1-1 emergency ambulance service within Orange County, provide a list of all supervisor vehicles used for the provision of 9-1-1 emergency ambulance transportation services in **ALL AREAS** within Orange County. Include the following:
  - a) Vehicle identification number.
  - b) Vehicle registration month/year as noted on California DMV documentation.
  - c) Vehicle odometer reading.
  - d) Vehicle year, make and model.
  - e) Vehicle unit number.
  - f) Vehicle license plate number.
  - g) Vehicle ownership status (owned, financed, leased).
21. Describe your deployment plan to achieve required response times and performance results to meet the requirements of this solicitation, and include the following:
  - a) Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
  - b) Describe 24-hour and system status management strategies.
  - c) Describe the mechanisms that will be used to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
  - d) Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
  - e) Describe any planned use of on-call crews.
  - f) Describe any mandatory overtime requirements.
  - g) Describe how you will monitor workloads for personnel assigned to 24-hour units.
  - h) Describe the method of record keeping and statistical analyses to be used to identify and correct response time performance problems.

**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

- i) Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

**G. PROPOSED EMERGENCY RESPONSE COMMUNICATION SYSTEMS**

1. Describe your plan to install, provide, operate, and maintain each of the following requirements for the ambulance dispatch center:
  - a) Telephone service, including ring-down line.
  - b) ReddiNet.
  - c) 800 MHz mobile radio system.
  - d) Mobile data computer-radio system.
  - e) UHF Med 9 Radio
  - e) Personal computer.
  - f) Secondary dispatch response system.
2. Provide a detailed description of the operational design for your Emergency Response Communication System and methods for dispatching ambulances.
3. Describe the method that will be used to provide communication among the contractors dispatch center, the contractors vehicles, acute care hospitals and public safety agencies.
4. Describe the method by which personnel will be able to communicate with other responders on scene.
5. Describe procedures and plans for replacement of emergency response communication systems in the event of equipment failure.
6. Identify the service administrator(s) that will manage day-to-day operational needs, as it pertains to OC-MEDS and document OC-MEDS training for service administrators.
7. Describe the training and education that will be provided on ePCR documentation, and include at a minimum:
  - a) Accurate documentation on each PCR.
  - b) Documentation within the OC-MEDS system.
  - c) Completion of documentation prior to leaving the receiving center.

**H. PROPOSED FACILITIES, SUPPLIES AND EQUIPMENT**

1. Describe how equipment is selected for use and the procedure that ensures such equipment is properly maintained.

**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

2. Provide a detailed list of equipment, supplies including quantities and brand names to be carried on each ambulance
3. Describe your plan for providing appropriate ambulance crew facilities to meet the EOA requirements. Include the following:
  - a) Proposed schedule and facilities information.
  - b) Facility size (square footage).
  - c) Facility location, including street address.
  - d) Facility physical environment, including office space, parking availability, separate building and/or office complex.

**I. PROPOSED PERSONNEL**

1. Describe the management structure that will be used to administer/oversee emergency ambulance services.
2. Provide an organizational chart that describes your overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs and sections. Indicate the lines of organizational management, authority and responsibility.
3. Provide a staffing chart that describes the program and identifies staff positions (by name and title, if known) and reporting responsibility. The organizational and staffing charts may be combined as long as all of the requested information is provided.
4. Provide a job description for all management, administrative and support staff that will be allocated to this program.
5. Provide resumes for all management, administrative and support staff currently employed and expected to be employed (if known), who will be allocated to the program and responsible for accomplishing the requirements of this solicitation. Include the proposed position title from the staffing schedule on each resume. Resumes should provide sufficient information to determine the person is qualified for his/her assigned position, including history of relevant education and experience.
6. Provide a dated Letter of Commitment, signed by the prospective employee(s), if not now on staff, indicating their commitment to accept employment if a contract is awarded for these services. The letter is to be placed on the page following the last page of the person's resume. **DO NOT INCLUDE SOCIAL SECURITY NUMBERS, HOME ADDRESSES, PHONE NUMBERS,**
7. Identify the EMS program liaison that will be allocated to this program.
8. Describe your plan to participate in EMS system committees and task force groups.

**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

9. Provide a list of all California certified and OCEMS Accredited EMT's who will be assigned as field supervisors to the EOA. If you currently provide 9-1-1 emergency ambulance service within Orange County, provide a list of all California certified and OCEMS Accredited EMT's assigned to field supervisor roles for 9-1-1 emergency ambulance transportation services in **ALL AREAS** within Orange County. Include the following:
  - a) First and last name.
  - b) Qualifications.
  - c) Years of experience providing care and/or supervision in the 9-1-1 emergency ambulance transport environment.
  - d) Date of completion of NIMS IS-100.b, IS-200.b, and IS-700.a.
  - e) CPR certification expiration date.
10. Provide a job description for the field supervisor who will provide 9-1-1 emergency ambulance level field supervision.
11. Describe the education and training programs that will be provided for field supervisors.
12. Describe your policy and program that will ensure an alcohol and drug free workplace. Include a description of the pre-employment and random alcohol and drug testing program.
13. Provide a detailed description of your occupational health and safety program, and communicable disease prevention program.
14. Describe your organization's communicable disease and safety control policies and procedures.
15. Describe your current influenza vaccination and TB skin test program. Provide your policies for employee vaccination and TB skin testing.
16. Describe your rubella and hepatitis B antibody testing program, and if appropriate, vaccination program.
17. Provide the Table of Contents for your employee handbook.
18. Describe or provide your organizations incident reporting and tracking policy and procedures.
19. Describe your Incident reporting P&Ps, to include steps for reporting accidents and incidents that occur in the performance work duties. Incident reporting programs shall provide, at a minimum, a mechanism for reporting patient care, customer service, and operational related incidents.
20. Provide policies related to field supervision that address:
  - a) Training.
  - b) Education.



**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

- c) Oversight plans and procedures for designated the EOA.

21. Provide your policy related to scene safety and personnel safety.

**J. PROPOSED DATA MANAGEMENT**

1. Describe current operational, clinical and administrative data monitoring as it relates to the following:
  - a) Dispatch
  - b) Record keeping
  - c) Clinical
    - (1) Continuing education compliance reports
    - (2) Summary of clinical/service inquiries and resolutions
  - d) Operational
    - (1) List of each call, sorted by emergency response EOA, where there was a failure to properly record all times necessary to determine the Response Time
    - (2) List of mutual aid responses to and from system
  - e) Response Time Compliance
    - (1) A list of each emergency call dispatched for which the selected Proposer did not meet the Response Time standard for each Emergency Response EOA and an explanation of why the response was late
    - (2) Canceled calls
    - (3) Exception reports and resolution

**K. PROPOSED EMS SYSTEM AND COMMUNITY COMMITMENT**

1. Describe your mechanism for ensuring that all personnel are trained and prepared to assume responsibilities during a multi-casualty incident (MCI) in accordance with the County's MCI plan, ICS and SEMS.
2. Provide a list of disaster drills, exercises and training programs you have participated in within the past year.
3. Describe your plan/policies for recalling personnel to staff additional vehicles during a multi-casualty incident or disaster.
4. Provide current CAAS accreditation. If you are not CAAS accredited, provide a statement of commitment to obtain CAAS Accreditation and plan for obtaining CAAS accreditation within twenty-four (24) months.

**PROPOSAL FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES SECTION V**

5. Describe your process for managing service inquires and service complaints.
6. Describe your inquiry and complaint management system, including cycle times for in-process measures, i.e., length of time from initial call to time of contacting complainant.
7. Submit your Patient Satisfaction Program with qualitative and quantitative assessments related to 9-1-1 emergency ambulance care and transport services and 9-1-1 ALS provider level care for patients.
8. Describe your current role in public information and education.
9. Identify your public information and education plan, including timeline and measurements, upon successful acquisition of this contract.
10. Describe your intended policy for participation in community service programs.
11. Describe the public outreach/education programs you have provided within the last year to improve community health and education programs that emphasize preventative health.

**L. PROPOSED ADMINISTRATIVE PROVISIONS**

1. Describe your billing and collection system.
2. Provide a copy of your “late notice”.
3. Describe how you evaluate and improve the billing and collection system. Give at least one example of a system improvement in the past year.
4. Provide a copy of your billing dispute policy or procedure.
5. Identify the method of billing (operated or subcontracted), for billing services to be provided for services under this solicitation.
6. Provide a description of any active litigation and resolution in the past five (5) years related to your operations. Provide a copy of a letter from your attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent year. **IF THERE ARE NONE, PLEASE STATE SUCH IN THE SUBMITTAL RESPONSE.**

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

**2014 9-1-1 BLS Emergency Ambulance Transportation Services RFP**

Date	Contact	Organization	Comment	OCEMS Response
07/28/2018	Chad Druten	Emergency Ambulance Service	<p><u>Administrative Provisions</u></p> <p>The RFP specified that OCEMS “may recover its costs in administering the contracts for 9-1-1 emergency ambulance services” by requiring selected proposers to pay “for a portion of its expenses related to conducting this procurement, monitoring and managing the contracts, and conducting periodic procurements” (Ref. pp. 44 – 45). The selected proposers are required to pay OCEMS a one-time payment totaling \$50,000, which is prorated to each designated EOA based on current transport volumes and “\$13.33 per patient transport from calls originating from the 9-1-1 system” to “partially reimburse OCEMS for its anticipated costs in administering the selected Proposer’s contracts”.</p> <p>EAS indisputably supports the concept of cost recovery and is of the opinion that OCEMS should be appropriately funded by fees to offset its costs. However, we feel the expense should not be borne entirely by the successful proposer(s). We believe the fees to monitor and manage the contracts should be partially borne by the end user of the ambulance service or more specifically, the commercial insurers that cover many of them.</p> <p>As currently structured, those recurring fees come directly from the earnings of the provider(s). With this portion of revenue allocated to pay the Agency it makes it difficult for a proposer to invest in new technologies and purchase updated equipment during the contract term. We hope that OCEMS would give consideration for the preceding and contemplate adding the \$13.33 to the Maximum Emergency BLS Base Rate as part of the next RFP in order to offset this recurring expense.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	
07/28/2018	Chad Druten	Emergency Ambulance Service	<p><u>ALS Service Rate</u></p> <p>Pages 46 and 47 of the RFP contain language making selected proposer(s) responsible for charging and collecting an ALS Service Rate and for directly paying to the ALS Service Provider, ALS Reimbursement Rates that vary depending on the patients insured vs. non-insured status and type of coverage, e.g. Medi-Care, Medi-Medi, Medi-Cal, CalOptima, commercial, etc...</p> <p>The preceding is a carryover from a RFP that was issued over 14 years ago. The approach that was used to determine the rates in 2004 is out-of-date and is incompatible with the Affordable Care Act (“ACA”).</p> <p>The current ALS reimbursement approach, even as amended, requires payment to the ALS Service Provider without consideration for the “thinner” or less adequate insurance associated with the ACA, which comes with cost-sharing requirements in the form of higher co-payment amounts, co-insurance rates and deductibles. With the average individual deductible for 2018 bronze plans at \$5,861.00 and small group co-pays as high as \$250.00, ALS reimbursement needs to be modified.</p> <p>Our suggestion is that OCEMS modify ALS Cost Recovery for the ALS Service Provider by converting it to a direct pass-through method, wherein anything the provider collects in excess of the BLS Base Rate on a transport billed under ALS-1 or ALS-2 would be passed through to the ALS Service Provider.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

**2014 9-1-1 BLS Emergency Ambulance Transportation Services RFP**

Date	Contact	Organization	Comment	OCEMS Response
07/28/2018	Chad Druten	Emergency Ambulance Service	<p><u>Medical Supply Flat Reimbursement Rate</u>                      The RFP requires the selected proposer(s) to “reimburse the ALS Service Provider for each BLS/ALS transport to cover ALS Service Provider’s costs for providing expendable medical supplies” (Ref. pg. 47).Akin to the “ALS Reimbursement Rate”, the Medical Supply Flat Reimbursement Rate is outdated and needs to be revised. The method that is being used to capture the needed funds can be tracked back to 1998 when the Board of Supervisors authorized an increase in the Maximum Emergency BLS Base Rate as a means to net \$18.15 in supply reimbursement for each patient transport performed for the fire service. Now, the required reimbursement rate is set at \$30.65 per patient transport, with some exceptions, but without any significant increase in the Maximum Emergency BLS Base Rate. Transport providers are now paying the ALS Service Providers more than the actual amounts that they are collecting and that arrangement could potentially put providers in violation of the Anti-Kickback Statute. The RFP and any resulting contract should be legal for all parties. Our recommendation is that OCEMS research our concerns and consider consolidating medical supply reimbursement into the ALS Service Rate in the next RFP.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	
07/20/2018	Troy Hagen	Care Ambulance Service	<p><u>Advanced Life Support (ALS) Recovery</u>                      The 2014 RFP for emergency ambulance services requires the selected ambulance provider to directly pay to the ALS Service Provider the ALS Reimbursement Rate (Pg. 46 of 65 of RFP). The ALS Reimbursement Rates vary based on if the patient has Medi Care, Medi Cal, commercial insurance or is uninsured. The method used to determine the ALS Reimbursement Rate was developed in 2004 and now 14 years later is outdated with the passage of the Affordable Care Act. The current ALS Reimbursement methodology requires payment to the ALS Service Provider, without consideration for patient co-pays and deductibles. Regardless of actual payment from the patient's insurance provider, ALS reimbursement is due. With some patient insurance deductibles reaching \$4,000 annual and average co-pays of 20% for Medicare and \$300.00 for commercially insured patients, ALS reimbursement needs to be revised. Care Ambulance pioneered the reimbursement of our local fire service partners in 1998 and strongly supports the continuation of this important funding for ALS Service Providers. Our only request is to modify the ALS Reimbursement to a direct pass through methodology. Whatever is collected in excess of the BLS Base Rate on an ALS Base Rate charged should be passed through to the ALS Service Provider.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	
07/20/2018	Troy Hagen	Care Ambulance Service	<p><u>Medical Supply Flat Reimbursement Rate</u>                      The 2014 RFP for emergency ambulance services also requires the selected ambulance provider to reimburse the ALS Service Provider for each BLS / ALS transport to cover the ALS Service Provider's cost for providing expendable medical supplies (pg. 4 7 of 65 of RFP). Similar to the ALS Reimbursement Rate, the Medical Supply Flat Reimbursement Rate method is outdated and needs revision. The current methodology can be traced back to approximately 1998 when the Orange County Board of Supervisors authorized an increase of \$33.00 to the BLS Base Rate, in order to net \$18.15 for supply reimbursement from each patient transport. Today, the expected reimbursement rate is set at \$30.65 per patient transport, with some zero-pay exceptions, but without any increase to the supporting BLS Base Rate. With ambulance companies now paying far in excess of actual amounts collected, we may begin to see anti-kickback challenges.</p>	

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

**2014 9-1-1 BLS Emergency Ambulance Transportation Services RFP**

			<p>Similar to the ALS Recovery, Care Ambulance supports the concept of medical supply reimbursement, with a change to the methodology. Our suggestion would be to consolidate the medical supply reimbursement into the ALS recovery fee. The current separate fee structure is very confusing to our local elected officials and medical supplies are already bundled into the approved ALS Base Rate for both Medicare and MediCal (Cal Optima).</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>
07/20/2018	Troy Hagen	Care Ambulance Service	<p><u>ALS Service Providers ePCR Documentation</u></p> <p>A secondary challenge with the current ALS Recovery program is the availability of the completed ALS ePCR, documenting any and all advanced treatment provided to the patient. Without a properly completed ePCR with ALS documented, ALS billing cannot be legally done. The challenge is sometimes the completed ALS ePCR is not posted to OC-MEDs to allow for timely billing submittal, causing a disruption in the billing process. We would like to see contract language that requires the submittal of the ALS ePCR within three (3) days of the patient transport. If that ALS documentation is not provided, the patient transport claim should be billed at the BLS level.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>
07/20/2018	Troy Hagen	Care Ambulance Service	<p><u>Management Team Experience</u></p> <p>The 2014 RFP required that the ambulance service management team, at a minimum, have senior members having no less than five (5) years' experience supervising a 9-1-1 transportation service in a primary or back-up capacity, of similar size and population to the proposed EOA(s) (pg. 40 of 65). The RFP did not define what constituted a senior member of the management team and did not require that the relative experience be somewhat recent, for example within the last three (3) years.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>
07/20/2018	Troy Hagen	Care Ambulance Service	<p><u>Administration Provisions</u></p> <p>The 2014 RFP requires any selected ambulance company to reimburse OC EMS for a portion of its expenses related to conducting the procurement and managing of the contracts for service. (Pg. 44 and 45 of 65 of RFP). Currently, companies are required to pay OC EMS the amount of \$13.33 per patient transport from calls originating from the 9-1-1 system. Care Ambulance understands the importance of County fee recovery, but feels this important fee should be borne by the user of the ambulance service or their respective insurance provider. As currently structured, this fee is taken directly from the bottom line of the ambulance service, thereby limiting our reinvestment into new equipment and higher employee wages. This fee is an appropriate fee but needs to be added to the BLS Base Rate. Ambulance fees are amongst the lowest in the State of California and can easily support the added increase.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>
7/24/18	Michael Dimas	Medix	<p><b>B. ELIGIBILITY FOR PROPOSAL EVALUATION STAGE</b></p> <p>On page 9, paragraph 6, it states "The County does not require, and neither encourages nor discourages, the use of lobbyists or other consultants for the purpose of securing business." If a proposer elects to contract with one or more lobbyists or other consultants during this process, will any no-contact rules during the RFP also apply to these individuals?</p> <p><b>OCEMS RESPONSE: Yes the no-contact rules apply to lobbyists and consultants.</b></p>

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

**2014 9-1-1 BLS Emergency Ambulance Transportation Services RFP**

Date	Contact	Organization	Comment	OCEMS Response
7/24/18	Michael Dimas	Medix	D. PROPOSAL SUBMISSION On Page 11, line 5 of this Section, place "be" between "will" and "considered."	
7/24/18	Michael Dimas	Medix	E. CONTRACT TERM (Page 12) A longer overall potential term would be preferred, such as 4 years with a 4 year extension for excellent performance. This would provide the highest level of ongoing incentive. More importantly, a longer term allows the contractor to make more significant capital investments in vehicles and specialized, dedicated systems because of the longer amortization period. This aligns itself precisely with the primary goal of this RFP process, namely high quality Emergency Medical Transport Services. <b>OCEMS RESPONSE: Comments noted</b>	
7/24/18	Michael Dimas	Medix	F. EVALUATION OF PROPOSALS AND SELECTION OF PROVIDERS (Page 12) Are proposers allowed to utilize the same locally employed key personnel (administrative, management and executive) roster for each separate EOA proposal and thus have one such team responsible for assigned activities as it relates to as many as 5 EOA's? (Page 13) Do the financial statements of any parent company carry the same, more, or less weight than any local division? <b>OCEMS RESPONSE:</b> <b>YES. The evaluation panel will review and audit any parent company to determine the Proposer's financial stability and assess the adequacy, fairness, and reasonableness of the proposal.</b>	
7/24/18	Michael Dimas	Medix	H. PROTEST PROCESS Protest of Bid/Proposal Specifications (Page 15) It seems unlikely that the minimum of five (5) business days prior to the Proposal Submission Deadline would allow enough time for all proposers to amend their submissions should any protest be deemed valid thus requiring amendments. Considering the fact that proposers will have had the bid documents for a considerable amount of time, two (2) weeks prior to the Proposal Submission Deadline would allow the solicitation timeline to remain in place while giving time for any necessary globally required amendments to be made. <b>OCEMS RESPONSE: Comments noted</b>	
7/24/18	Michael Dimas	Medix	J. CONFIDENTIALITY (Page 16) Confirming that items or processes that are copyrighted, trademarked, or patented by the proposer are not included in the County's right to "make use of any information or ideas in the proposals submitted"? Meaning other than by being used/implemented by the proposer. (Page 17) Regarding avoiding communications, please clarify whether lobbyists and/or consultants (see page 9, paragraph 6) are included within the definition of proposers as it applies to this section. <b>OCEMS RESPONSE:</b> <b>Per the RFP "As provided in County Contract Policy Manual section 4.2-109, proposals are not to be marked as confidential or proprietary. Proposals submitted in response to this solicitation are subject to public disclosure as permitted by the California Public Records Act." Lobbyists and/or consultants are included within the definition of proposers.</b>	

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

**2014 9-1-1 BLS Emergency Ambulance Transportation Services RFP**

Date	Contact	Organization	Comment	OCEMS Response
7/24/18	Michael Dimas	Medix	<p>M. INDEMNIFICATION AND INSURANCE REQUIREMENTS (Page 18) Possible to change "...the actual or alleged sexual misconduct..." to "sexual harassment or misconduct." to avoid a cavalier dismissal of due process?</p>	
7/24/18	Michael Dimas	Medix	<p>C. MEDICAL ADMINISTRATION (Page 23) 2. Continuous Quality Improvement (CQI) Plan (e): What are the current and proposed OCEMS CQI committees and audit processes?</p>	
7/24/18	Michael Dimas	Medix	<p>Minimum Clinical Levels and Staffing Requirements C. MEDICAL ADMINISTRATION (Page 24) b) Training Requirements: Confirming that additional commitment offerings are permitted and being solicited throughout the RFP? What would OCEMS think of placing its "suggested additional commitment offerings" throughout the RFP? This may help give a clear idea of OCEMS's vision of the future and allow proposers to make targeted commitments.</p>	
7/24/18	Michael Dimas	Medix	<p>D. OPERATIONS (Page 25) 2. Dispatch Operations (a): Is it the intent of OCEMS that the selected proposers have the capability to act as a PSAP in cases of disaster or other incidents that impair the primary 911 dispatch center? If yes, would/should this also include establishing and maintaining the capability of immediate switchover to direct-to-contractor hand-off of EMS requests from the appropriate law enforcement agencies?</p>	

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

**2014 9-1-1 BLS Emergency Ambulance Transportation Services RFP**

Date	Contact	Organization	This switch over process agreement is the responsibility of OCFA and Law Enforcement Agencies to establish. Comment
7/24/18	Michael Dimas	Medix	<p>D. OPERATIONS</p> <p>4. Response Time Measurement Methodology (b): (Page 26) Regarding access to "gated communities/complexes", in my view, the contractor should be required to use whatever level of effort is required to obtain and maintain access capability to these areas for all ambulances assigned or assignable to their particular EOA(s). That means one, or a combination, of Knox, up to date numeric pass code records, pass cards, openers and such other methodologies instituted in the future. I think you would agree that in all EMS activities, and especially in critical situations, all avoidable time delays that can be avoided, such as the potential here, need to be systematically and permanently eliminated. Picture the ambulance "first on" due to position; hands folded at a gate. A "duty to act" to prevent these scenarios applies.</p> <p><b>OCEMS RESPONSE</b> <b>Comment noted; Communities have the right to delegate how access is to be gained by EMS personnel.</b></p>
7/24/18	Michael Dimas	Medix	<p>D. OPERATIONS</p> <p>5. Response Time Exceptions and Exception Requests: (Page 28) The opening paragraph states in part "...every request from a recognized public safety agency originating from within Orange County shall be included." (Page 29) b) Good Cause: (1) States in part that a response time exception may be allowed due to the contractor "providing County authorized mutual aid" I assume from OCFA (to a non-contracted EOA for example) or any other Orange County Public Safety Agency. Under what potential circumstances would such a request not be approved as an exception?</p> <p><b>OCEMS RESPONSE</b> <b>"Exceptions" are evaluated on a case by case basis, providers must submit data and evidence showing proof of why an exception should be granted.</b></p>
7/24/18	Michael Dimas	Medix	<p>D. OPERATIONS</p> <p>5. Response Time Exceptions and Exception Requests: (Page 29) c) Exception Request Procedure: (1) States in part "Any such request must be in writing and received by OCEMS within twenty (20) business days of the end of the month of occurrence." The next sentence in (2) states "A request for an exception received after twenty (20) days of the event occurrence will not be considered." This should be amended and/or clarified to state which of the two requirements will be enforced.</p> <p><b>OCEMS RESPONSE</b> <b>Internal practice has been to evaluate requests "received by OCEMS within twenty (20) business days of the end of the month of occurrence."</b></p>



**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

**2014 9-1-1 BLS Emergency Ambulance Transportation Services RFP**

Date	Contact	Organization	Comment	OCEMS Response
7/24/18	Michael Dimas	Medix	6. RESPONSE TIME PERFORMANCE REPORTING PROCEDURES AND PENALTY PROVISIONS Page 30 6.a(1) Last line add "the" after "in" and before "CAD" Page 31 Should "Performance Credits" be preceded by a (2)? Page 33 (5) Excessive use of Instant Aid/Mutual Aid Line 3 replace "person" with "persons"	Comments Noted
7/24/18	Michael Dimas	Medix	6. RESPONSE TIME PERFORMANCE REPORTING PROCEDURES AND PENALTY PROVISIONS (3) Zone Non-Compliance (Page 34) c) Fleet Requirements: Does the requirement to use seat belts apply to all occupants of the vehicle at all times? Or?  <b>OCEMS RESPONSE:</b> <b>The statement is provided to encourage the use of seat belts while the ambulance is in motion for the purpose of safety, but OCEMS trusts the discretion of EMS personnel when providing care for patients.</b>	
Not Recorded	Michael Dimas	Medix	6. RESPONSE TIME PERFORMANCE REPORTING PROCEDURES AND PENALTY PROVISIONS c) (1) Emergency Ambulance Vehicles: (Page 34) a) This should be changed to Type I or Type III ambulances, or combination. Both the Type I and Type III are re-mountable Modular Rescue Ambulances using essentially the same bodies. From a response and transport perspective, fleet standardization is important for patient care, equipment and supply layout and storage, all of which are unrelated to the chassis. Module features can be kept the same between the Type I and the Type III because the operator may specify the same initial module size and layout even if migrating from one to the other, operating a combination fleet, or because of local requirements. Initial cost for either the Type I or the Type III, with similar specifications, is comparable. Both Types would be fully compliant with the "dual rear wheeled" requirement of the RFP. Some operators new to the Type I, such as the Orange (City) Fire Department, have also seen advantages in crew cab safety and vehicle maintenance. The City of Costa Mesa Fire Department operates the International TerraStar which, to some, has the appearance of a Type III, however they are actually Type I's. Either Type would meet or exceed the intent of the RFP and allow the proposer to specify and equip either for best practices.	Comment noted
Not Recorded	Michael Dimas	Medix	E. EMERGENCY RESPONSE COMMUNICATION SYSTEMS 9. (Page 38) Please list some or all of the "other systems that can replicate ReddiNet" that would allow compliance with this section.  <b>OCEMS RESPONSE:</b> <b>In the event that the contracted ambulance provider finds a system that can replicate the same operational capabilities as Reddinet, the contracted ambulance provider would need to submit that optional system to OCEMS for approval.</b>	

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

**2014 9-1-1 BLS Emergency Ambulance Transportation Services RFP**

<b>Date</b>	<b>Contact</b>	<b>Organization</b>	<b>Comment</b>	<b>OCEMS Response</b>
7/24/18	Michael Dimas	Medix	F. FACILITIES, SUPPLIES AND EQUIPMENT Page 39: I suggest changing "...ensure all equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment" to "...ensure all applicable equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment." (emphasis added) I believe this would better reflect the intent of OCEMS as it is neither practical nor necessary to have interior access to backboards, stair chairs, scoop stretchers, etc.	<b>Comment noted</b>
7/24/18	Michael Dimas	Medix	(Page 34) J. ADMINISTRATION PROVISIONS (Change one or the other to match Table of Contents) There should be some provision added to the new agreement regarding billing methods. Yelp reviews show that some practices are a big issue. Billing complaints should be reported and investigated in the same fashion as service complaints. You may also want to consider adding credit balances to your audits. Some companies do not automatically issue refunds, preferring to "wait to be asked" which may never happen. This can also lead to a delay in transferring any unclaimed funds to the State of California in a timely manner, as required by law	<b>Comment noted</b>
7/24/18	Michael Dimas	Medix	Ambulance transport invoices should be itemized and transparent as to which agency (Contractor, OCFA, OCEMS) is due which portion of the fees billed, with a brief yet sufficient explanation provided for each line item. Current billing codes should be included for times where the patient or responsible party needs to submit statements directly to the insurance company(s).	<b>Comment noted</b>
7/24/18	Michael Dimas	Medix	Posting of ambulance rates (emergency and non-emergency) should be required on all contractor websites.	<b>Comment noted</b>
7/24/18	Michael Dimas	Medix	Do you have information indicating whether or not Laguna Woods will want to continue their Membership Program?  <b>OCEMS RESPONSE: Laguna Woods "Membership Plan is not part of the RFP.</b>	
7/24/18	Michael Dimas	Medix	General Comments The new RFP should be designed to allow additional otherwise qualified ambulance services to participate. Pre-bid qualifications needed to even submit a proposal tend to eliminate a lot of good companies. 911 experience should be weighted more on management's overall background and not on a particular brand.	<b>Comment noted</b>
7/24/18	Michael Dimas	Medix	General Comments Grading should also be based primarily on each provider meeting the stated base requirements and not on a curve. If licensed ambulances are bid that meet the scope of work, points should be based on that and not where someone gets more points for having a bigger or shinier vehicle. Grade competitors against those base requirements, and not necessarily each other. (The exception would be ambulances that are significantly and uniquely upgraded to the extent that they can positively impact patient care to a measurable degree, patient outcomes, and patient and crew safety while doing so at no extra cost to the consumer, the county or the OCFA) This will tend to keep scoring fair and take away the cause for drawn-out protests.	<b>Comment noted</b>

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

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7/24/18	Michael Dimas	Medix	<p>General Comments</p> <p>During the evaluation process, there should be a greater weight on meeting the basics of service delivery instead of extras that are sometimes never delivered. It often seems that points (sometimes significant and even decisive points) are earned by the larger firms for promises they either do not keep or that the county doesn't make them keep.</p>	<b>Comment noted</b>
Not Recorded	Kenny Dossey	Orange County Fire Authority	<p>The OCFA has no objection to the components of the current contract, but there are items of sufficient importance to mention our support. For system stability the OCFA requests that the following items remain in place:</p> <ul style="list-style-type: none"> <li>•Response time criteria remains as per the 2014 contract</li> <li>•ALS reimbursement (pass through) requirement remains in place</li> </ul>	<b>Comments Noted</b>
Not Recorded	Kenny Dossey	Orange County Fire Authority	<p>The OCFA would like clarification on the experience requirement. The 2014 RFP lists Provider Experience and Qualifications as a required section in the bid. No expected minimum qualifications are listed. Working with established, quality providers is key. What will minimum expectations be?</p> <p><b>OCEMS RESPONSE:</b></p> <p><b>Minimum qualifications consist of:</b></p> <p><b>1) Management team, at a minimum, shall have no less than five years' experience supervising a 9-1-1 transportation service, in a primary or back-up capacity, of similar size and population to the EOA (s).</b></p> <p><b>2) Field supervision shall have a minimum of one year experience in providing 9-1-1 emergency ambulance transport, and shall have successfully completed NIMS IS-100.b, IS-200.b, and IS-700.a.</b></p> <p><b>3) If selected Proposers are not currently CAAS accredited, selected Proposers shall attain full accreditation, within twenty-four (24) months of contract commencement, as an ambulance service through CAAS, and maintain accreditation through the term of the contract.</b></p>	
Not Recorded	Kenny Dossey	Orange County Fire Authority	<p>The OCFA requests that several new service requirements be added to the contract. These include:</p> <ul style="list-style-type: none"> <li>•Safety <ul style="list-style-type: none"> <li>○ Child Safety <ul style="list-style-type: none"> <li>➢ Require a pediatric 5-point harness system on all ambulances responding to the EOA (ex: Pedi-Mate)</li> <li>➢ Integrated infant safety seat on new ambulance purchases</li> </ul> </li> <li>○ Provider Safety <ul style="list-style-type: none"> <li>➢ Integrated crew safety harness/tether systems that permit patient care on new ambulance purchase</li> </ul> </li> <li>○ General safety - meet NFPA 1917 standards updated 2019 (or other national standard)</li> </ul> </li> </ul> <p><b>OCEMS RESPONSE:</b></p> <p><b>Comments Noted</b></p>	

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

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<b>Date</b>	<b>Contact</b>	<b>Organization</b>	<b>Comment</b>	<b>OCEMS Response</b>
Not Recorded	Kenny Dossey	Orange County Fire Authority	The OCFA requests that several new service requirements be added to the contract. These include: <ul style="list-style-type: none"> <li>• Patient Care Area Design <ul style="list-style-type: none"> <li>○ Prefer modular type ambulance</li> </ul> </li> </ul>	<b>Comment Noted</b>
Not Recorded	Kenny Dossey	Orange County Fire Authority	The OCFA requests that several new service requirements be added to the contract. These include: <ul style="list-style-type: none"> <li>• Partnership with ALS Service Provider <ul style="list-style-type: none"> <li>○ Commitment to collaborate with the ALS Service Provider in providing: <ul style="list-style-type: none"> <li>➢ Training</li> <li>➢ Community service and educational events</li> <li>➢ Ambulance standby at working fires and other hazardous conditions</li> <li>➢ Return the paramedic to the station/unit as mutually agreeable</li> <li>➢ Cooperate in the storage, maintenance, and transport of required equipment to incident location (ex: CPR compression device)</li> <li>➢ Public assist calls (AKA back to bed)</li> </ul> </li> </ul> </li> </ul> <p><b>OCEMS RESPONSE:</b>  <b>Comments Noted. The RFP is addressing a potential agreement between the ambulance provider and Orange County. OCFA can work with the selected providers and arrange an agreement regarding the listed items.</b></p>	
Not Recorded	Kenny Dossey	Orange County Fire Authority	A five-year contract term is an appropriate length for a contract of this magnitude. Has there been consideration of a five plus optional years concept?  <p><b>OCEMS RESPONSE:</b>  <b>Generally, the BOS does not consider a five plus optional years concept. OCEMS has found the five year contract effective in motivating ambulance providers to keep up with industry innovations and systems.</b></p>	
<b>Date</b>	<b>Contact</b>	<b>Organization</b>	<b>Comment</b>	<b>OCEMS Response</b>
07/27/2018	Stephen Wontrobski	Public Member	<u>Background Information</u> Many OCFA member cities are experiencing financial concerns regarding the spiraling costs of OCFA Fire and EMS services. Two member cities, Irvine and Placentia, have already issued their notices to withdraw from the OCFA. In addition, OCFA contract member cities have the ability by their OCFA contracts to curtail their OCFA EMS services, while retaining their OCFA contract services for fire protection. These member cities have the ability to save millions of dollars each year by switching to Health Care Agency approved private paramedic ambulance companies for both 911 EMS first responder ALS paramedic services and follow-on BLS ambulance transport services. This combined operational system would allow these cities to dispense with extremely costly OCFA ALS response services. Average yearly OCFA paramedic labor compensation of +\$230,000 is over three times the amount of ambulance company paramedic annual wage cost of about \$75,000. In addition, these cities would no longer have any future pension UAAL costs associated with the private ambulance providers' paramedics.  <p><b>OCEMS RESPONSE: Comments do not pertain to RFP</b></p>	

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

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07/27/2018	Stephen Wontrobowski	Public Member	<p><u>ALS/BLS Rebates to the OCFA</u>                      The RFP should not require any ambulance company to rebate ALS/BLS amounts to the OCFA. Currently, over four million dollars in rebates flow back to the OCFA for what it terms as ALS/BLS "services". These rebates disadvantage the poor and elderly the most. Sadly, approximately 90% of these funds are distributed to OCFA firefighters, captains, etc., "the privileged few", who are already making on average over \$230,000 (firefighters), \$300,000 (fire captains, battalion chiefs, and OCFA Executive Staff), and \$400,000 (division chiefs). The Orange County Board of Supervisors should actually discuss this item in an agenda meeting discussion and vote on whether to eliminate these OCFA rebates. About two years ago, the Board contemplated placing this matter as a meeting discussion item, but it was withdrawn for discussion and public comment through OCFA action. In addition, for those successful contract bidders, the RFP should require for full public disclosure that they describe on each billing invoice the rebate amounts they are remitting back to the OCFA.</p> <p><b>OCEMS RESPONSE: Comments noted and there is no mention of rebates in the RFP.</b></p>	
07/27/2018	Stephen Wontrobowski	Public Member	<p><u>Competitive Price Bidding</u>                      Bidders should be requested to supply unit rates for the services they will supply, and not simply agree to not charge more than the Orange County Board of Supervisors approved maximum rates. This will allow price competition in the bidding process. In conjunction with this recommendation, I request that the following language be included in the RFP.                      "The County will evaluate bid proposals as it does for other requested services on a competitive basis. The County shall consider the comparative value of competing proposals in the same fashion as would be the case, were the County evaluating proposals from prospective service providers for other County activities, including consideration of:</p> <ol style="list-style-type: none"> <li>1) Quality of services to be provided.</li> <li>2) Level of service to be provided.</li> <li>3) Rate charged for services to be provided.</li> <li>4) Cost, if any, to the County."</li> </ol> <p><b>OCEMS RESPONSE: Comments noted</b></p>	
07/27/2018	Stephen Wontrobowski	Public Member	<p><u>Alternative ALS Bid Submission {Option B Proposal}</u>                      Bidders should be requested to submit an optional Option B Proposal, whereby they provide price information, for providing both 911 EMS ALS paramedic and BLS transport services for cities electing to have private ambulance companies supply all of their EMS services without an accompanying OCFA response. This information would be invaluable for the residents and City Councils of the following OCFA member cities:</p> <ol style="list-style-type: none"> <li>1. Irvine</li> <li>2. Placentia</li> <li>3. San Clemente</li> <li>4. Westminster</li> <li>5. Seal Beach</li> <li>6. Santa Ana</li> </ol> <p><b>OCEMS RESPONSE: Comments noted</b></p>	

**OCEMS POLICIES - PUBLIC COMMENT RESPONSES**

**June 27, 2018 to July 31, 2018**

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Date	Contact	Organization	Comment	OCEMS Response
07/31/2018	Jim Karras	The Karras Group (an EMS industry consultancy firm)	<p><u>ALS Services.</u>                      The RFP and resultant contract should provide for the ambulance contractor to provide both ALS and BLS ambulance services and the agreement should reflect the service as being an ALS/BLS ambulance transportation service. Because the current ALS revenue pass-through model may no longer be the ideal solution, the new model should accommodate for ALS services being delivered directly by the ambulance transportation contractor in each designated EOA. Doing so would provide jurisdictional entities within each EOA to work with each EOA contractor to consider alternative service delivery options that may best suit their individual community needs. The jurisdictional entity's designated ALS first-responder agency and the ambulance contractor should work collaboratively to develop methods to ensure seamless transfers of patient care that are consistent Orange County EMS ("OCEMS") policies and procedures. Therefore, it is recommended that OCEMS, as the local emergency medical services agency ("LEMSA"), should incorporate the inclusion of ALS services during transport by the ambulance contractor as a responsibility of and to be performed under each EOA resultant ambulance services transport contract.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	
07/31/2018	Jim Karras	The Karras Group (an EMS industry consultancy firm)	<p><u>Bidding Entities.</u>                      The RFP should allow proposers to be able to establish new legal entities (either prior to proposal submission or at the time of contract award) to address the changes in the industry related to reimbursements. Additionally, this would permit out of area bidders to establish a local organizational structure for its operation if awarded a contract.                      Any such entity formations should be required to be fully described in the proposer's proposal and clearly set forth the proposed entity type, structure and ownership. This would provide a greater opportunity for additional qualified proposers to participate in the competitive process.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	
07/31/2018	Jim Karras	The Karras Group (an EMS industry consultancy firm)	<p><u>Previous Experience Assessments.</u> The RFP and its resulting scoring criteria for the assessment and assignment of scoring points for credit of a proposer's experience should be based on the specific hands-on experience of its proposed management team, as opposed to the length of time a particular bidding legal entity may have been in business providing similar services. Such a provision within the RFP would allow for new entities to be formed by experienced management teams to specifically offer proposals to provide services under a resultant agreement by the newly formed entity. A company that has been in business for a specific period of time but that has been sold or had management changes over the years should not be favored over a new entity because the entity was incorporated or first received its license based on an arbitrary length of time. The comparison for experience should instead be made based on the experience and qualifications of each bidders' proposed management team (including previous career contract management and oversight of each proposed team member) as that is a significantly more material factor to consider. Additionally, given the recent industry changes in the Orange County marketplace (including licensee ownership changes, previous contract awards, etc.), limiting the opportunity to one or two eligible potential bidders may not serve as the most ideal public policy when relying on competitive market place dynamics to drive innovation and cost efficiencies for new bid awards.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	

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07/31/2018	Jim Karras	The Karras Group (an EMS industry consultancy firm)	<p><u>Competitive User Fee Rate Comparisons.</u>                      The Orange County Ambulance Ordinance provides that selection of ambulance contractors be based in part on consideration of the proposed rates to be charged for services provided.                      The RFP should incorporate this by requesting proposers to provide in their responses proposed user service rates for proposed services for each year of a resultant contract for the life of the potential agreement.                      Such a provision within the RFP would allow for the competitive market forces to drive rate setting instead of the current method. In such a case, the selected proposer's proposed rates in each EOA, which could be adjusted during the final contract negotiations prior to contract award, could be approved by the board of supervisors as the maximum allowable emergency ambulance ground rates to be charged in each EOA. While this may result in differing rates from EOA to EOA, each EOA fee structure would be based on that particular EOA's characteristics as it relates to the costs to serve the zone.                      This approach is done in many California counties and has worked very well in the EOAs it is in place. Such a model would allow the board of supervisors to still retain authority over ambulance service rates, but provide for longer-term stability as at the onset of a new contract in each EOA, the pricing would be in place for each year over the full term of each resultant agreement and therefore eliminates the need for the board to revisit ambulance pricing each year.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	
07/31/2018	Jim Karras	The Karras Group (an EMS industry consultancy firm)	<p><u>Consideration of Proposed Costs to the County. /(Any. by the Bidders.</u>                      The Orange County ordinance also requires that the evaluation of proposals from prospective service providers by the contractor selection team be based on consideration of the cost, if any, to the County. This provision of the ordinance is a result of past case law related to ambulance funding responsibilities for indigent patients.                      While it's clear the County wishes not to incur costs of subsidizing ambulance operations for which it lets contracts with, nevertheless, there is a public policy consideration that should be made when evaluating competing proposals.                      In some EOAs, a small county subsidy may allow a provider to offer lower ambulance service rates to the public. A well designed system, could employ a revenue funding model based on fee assessments wherein large EOAs deliver money to a designated County fund, which in turn, a portion of those monies are used to subsidize another EOA.                      This type of system could help ensure consistency in both rates and service levels throughout all EOAs, irrespective of the winning bidder(s) of each particular EOA. Points based on the evaluation of lower costs or no costs proposals submitted by bidders can also be awarded comparatively to mitigate incurred costs to the County. Yet, the requirements of the Orange County Ambulance Ordinance would then be met.</p> <p><b>OCEMS RESPONSE: Comments noted</b></p>	