

County of Orange
Health Care Agency



Request for Proposals

RFP No.:CS18-1276217-DB

9-1-1 Basic Life Support Emergency
Ambulance Response, Transportation and
Related Services

Released
[DATE]

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Attachments

Attachment I – Agreement Template

Attachment II – Forms A-E

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.

2019 RFP

A. PROPOSAL FOCUS AND BACKGROUND

The County of Orange (County) Health Care Agency (HCA) is seeking proposals from qualified and responsible ambulance service providers to provide 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services that will include, but not limited to, Billing/Advanced Life Support (ALS) Reimbursement, Patient Satisfaction Program, Public Education, etc. (referred to hereinafter together as “Services”) within one or more of the Orange County Exclusive Operating Areas (EOAs). The primary goal of the Services will be to provide quality 9-1-1 Basic Life Support Emergency Ambulance medical care and ambulance transportation services to County visitors and 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 (Emergency Medical Services) 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, who prescribes the medical management of the EMS system countywide. The designated LEMSAs in the County are the Orange County Emergency Medical Services (OCEMS), a division of HCA.

California Health and Safety Code (H&SC) §1797.224 authorizes OCEMS, as the LEMSAs for the County, to create EOAs, provided a competitive process is utilized to select providers of services pursuant to a local EMS Plan. EOAs may be changed, adjusted, or redrawn by OCEMS at any time during the period of the contract between the County and selected provider(s). Pursuant to California Government Code §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 current EOAs.

The County, including the unincorporated areas of the County, is currently comprised of five (5) EOAs (TABLES 1-5). The five (5) EOAs were created to assure service providers with State sanctioned anti-trust protection and provide uniform, reliable emergency ambulance services, and they are not congruent with County supervisorial district boundaries. OCEMS has determined that the five (5) EOAs are medically feasible, financially viable, and allow for efficient resource utilization to maximize emergency ambulance response times.

This RFP is intended to result in the selection of one (1) qualified and responsible ambulance service provider **for each** designated EOA. Attached to this RFP is the proposed template of the exclusive, performance-based contract that the successful bidders are expected to enter into and will not be subject to any further change and/or negotiation. Successful bidders are expected to accept all of the terms and conditions of the proposed template contract as stated therein.

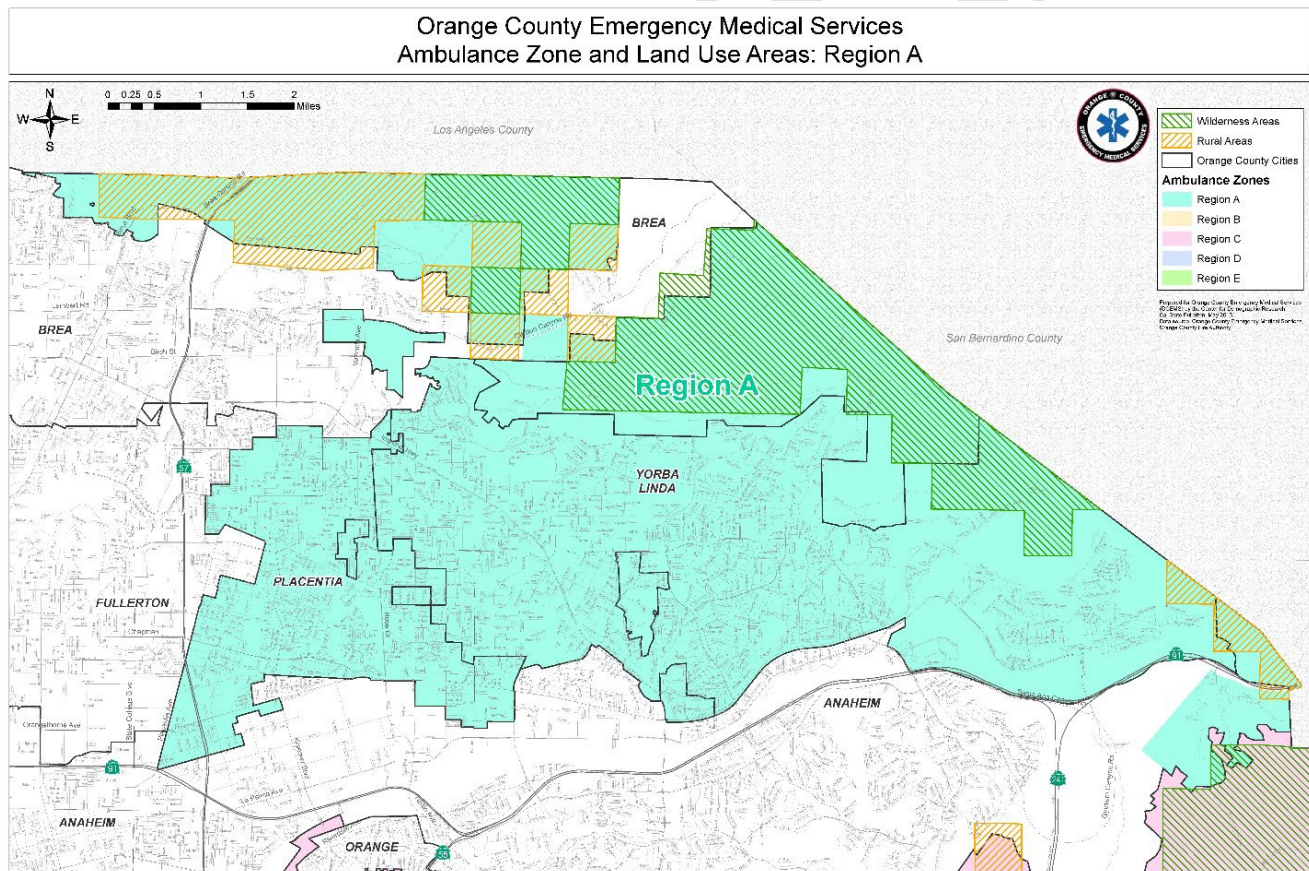
INTRODUCTION AND GENERAL INFORMATION

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The information in TABLES 1 through 5, below, is based on data at the time of issuance of this RFP, and 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: Orange County Exclusive Operating Area – REGION A

REGION	Cities	Associated Unincorporated Areas	
A	Placentia	Brea Unincorporated, Tonner Canyon	
	Yorba Linda	Chino Hills State Park, Country Club, Fairlynn	
CY 2017			
Total Dispatched	ALS	BLS	Total Transports
6,425	2,208	2,406	4,614

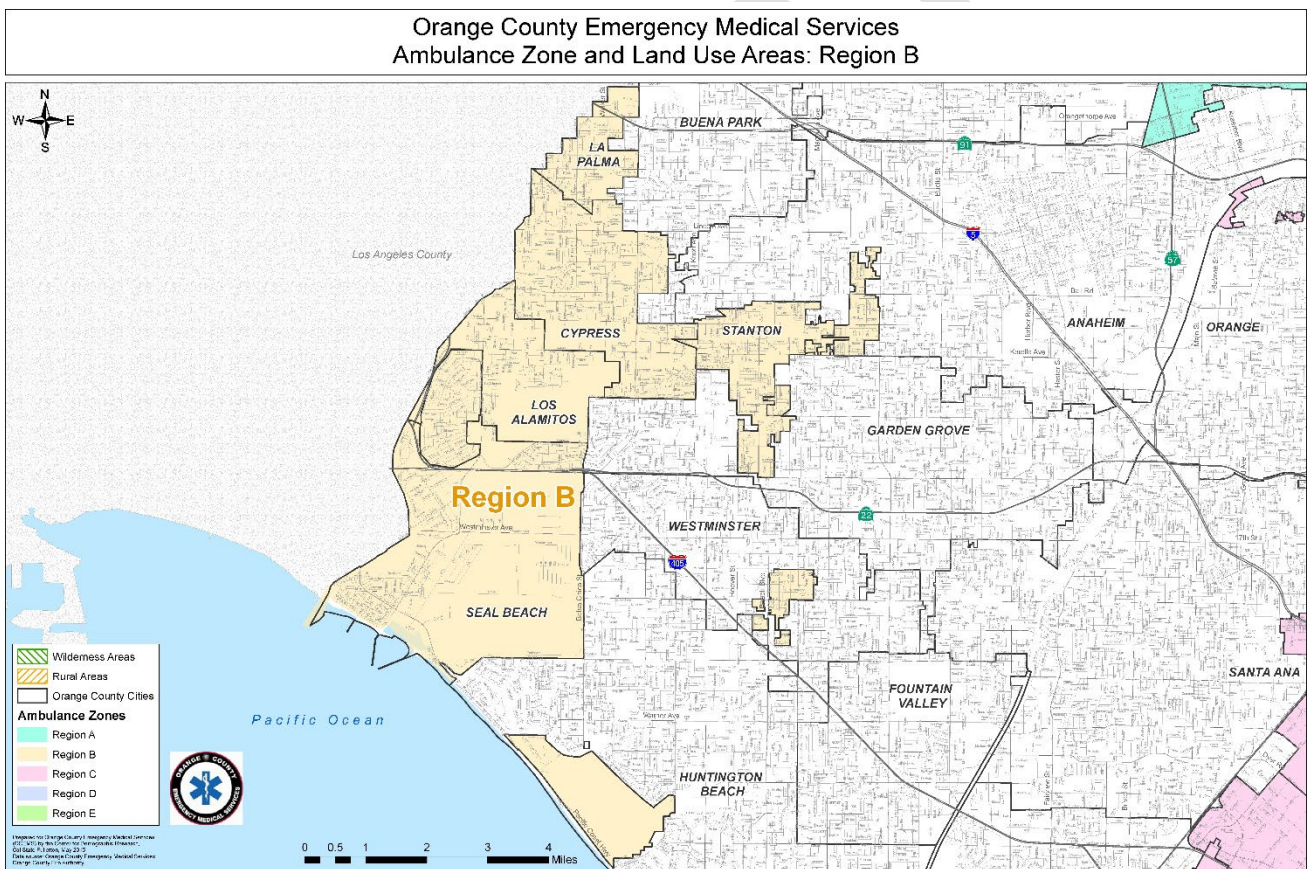


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TABLE 2: Orange County Exclusive Operating Area – REGION B

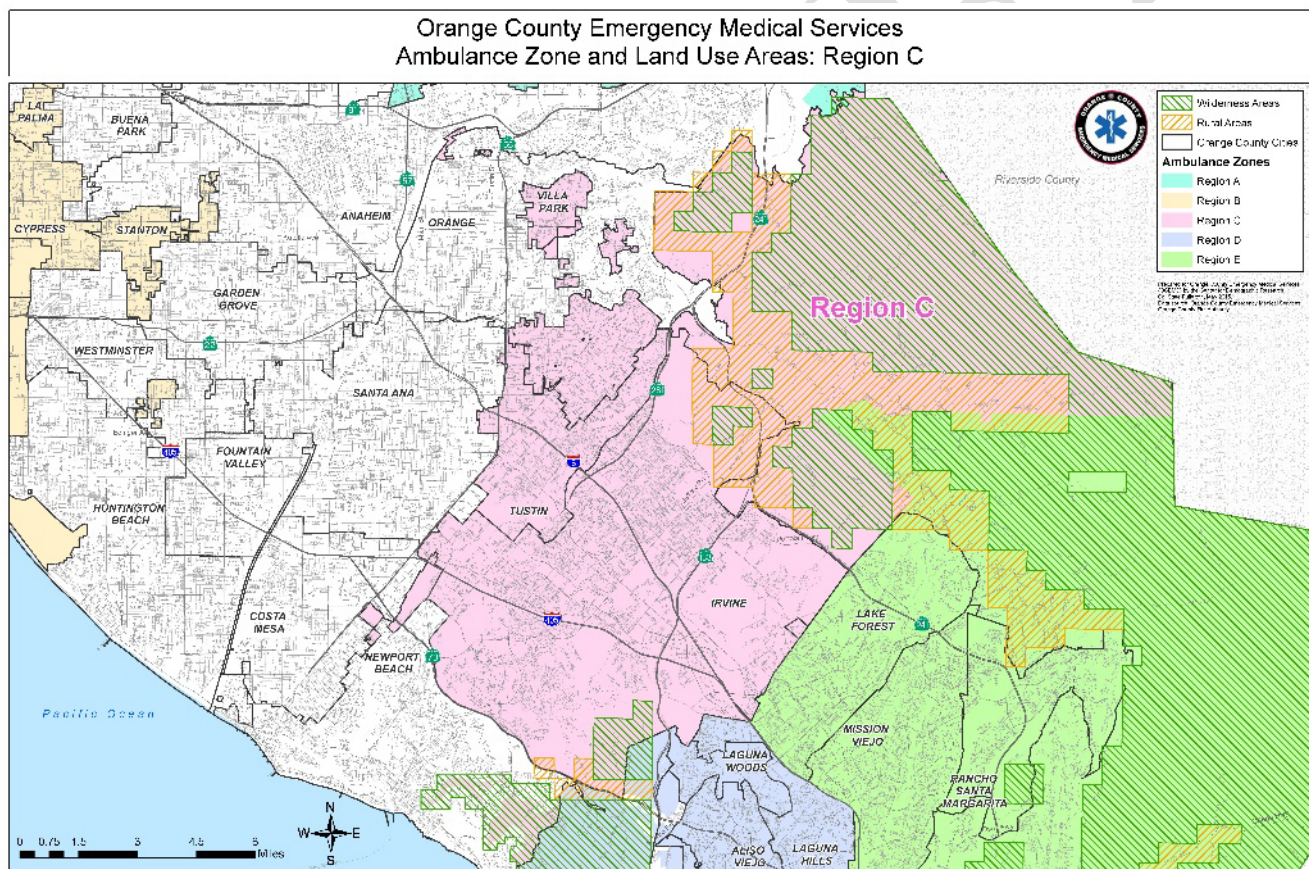
REGION	Cities	Associated Unincorporated Areas		
B	Cypress La Palma Los Alamitos Seal Beach Stanton			
		Rossmoor		
		Bolsa Chica		
		Midway City, Carmel/Lampson, Dale/Augusta, Katella/Rustic, Mac-Syracuse		
CY 2017				
Total Dispatched		ALS	BLS	Total Transports
13,799		3,734	5,324	9,058



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TABLE 3: Orange County Exclusive Operating Area – REGION C

REGION	Cities	Associated Unincorporated Areas		
C	Irvine	John Wayne Airport (JWA), Irvine Sphere Of Influence		
	Tustin	Cowan, Lemon Heights, North Tustin (Orange and Tustin Portions)		
	Villa Park	Silverado Canyon, El Modena, Lincoln/Glassell, North El Modena, Olive Heights, Orange Park Acres, Santiago Creek		
CY 2017				
Total Dispatched	ALS		BLS	Total Transports
20,486	5,841		7,178	13,019

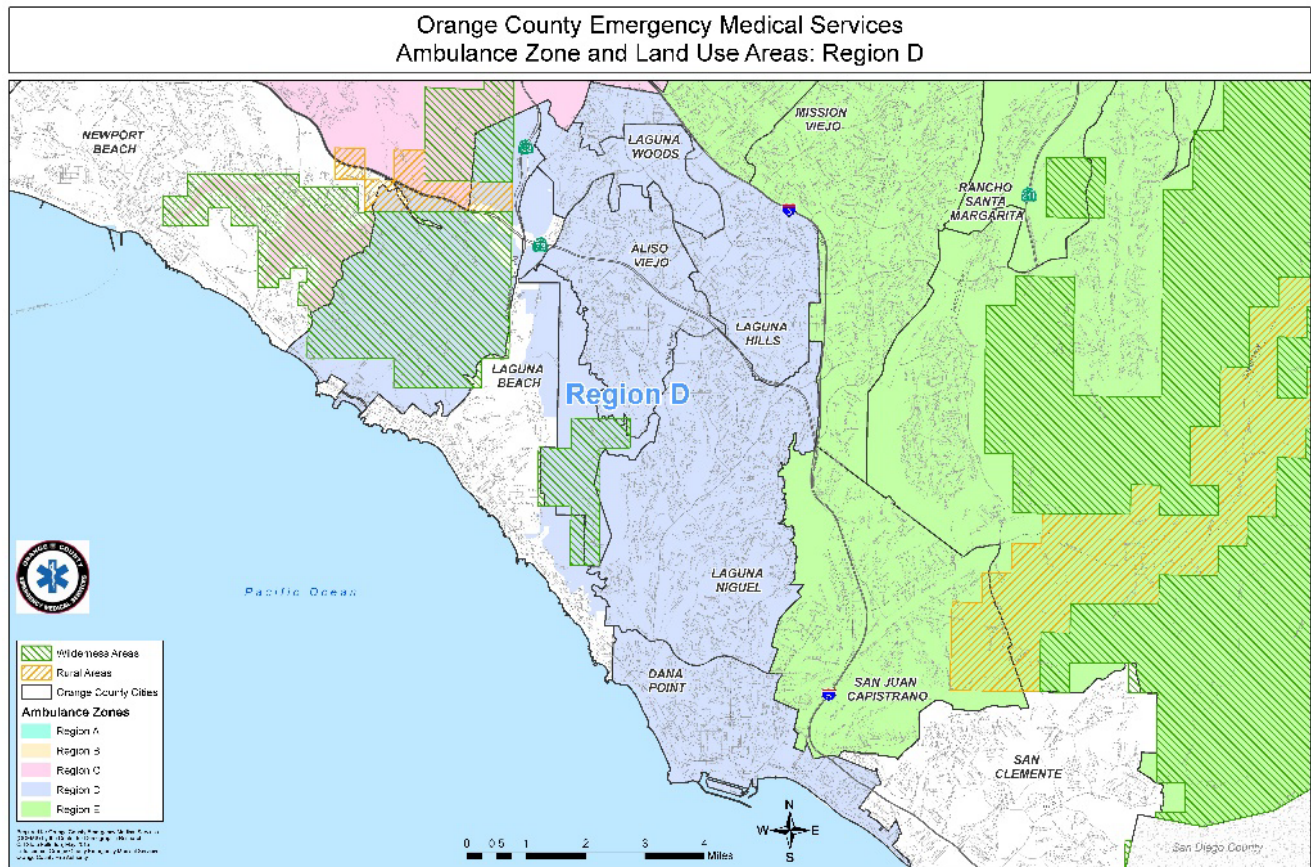


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TABLE 4: Orange County Exclusive Operating Area – REGION D

REGION	Cities	Associated Unincorporated Areas			
D	Aliso Viejo	Aliso Woods, Aliso Canyon			
	Dana Point				
	Laguna Hills				
	Laguna Niguel				
	Laguna Woods	Unincorporated Laguna Wilderness, Emerald Bay			
CY 2017					
Total Dispatches		ALS Services		BLS Transports	Total Transports
17,356		4,885		6,222	11,107

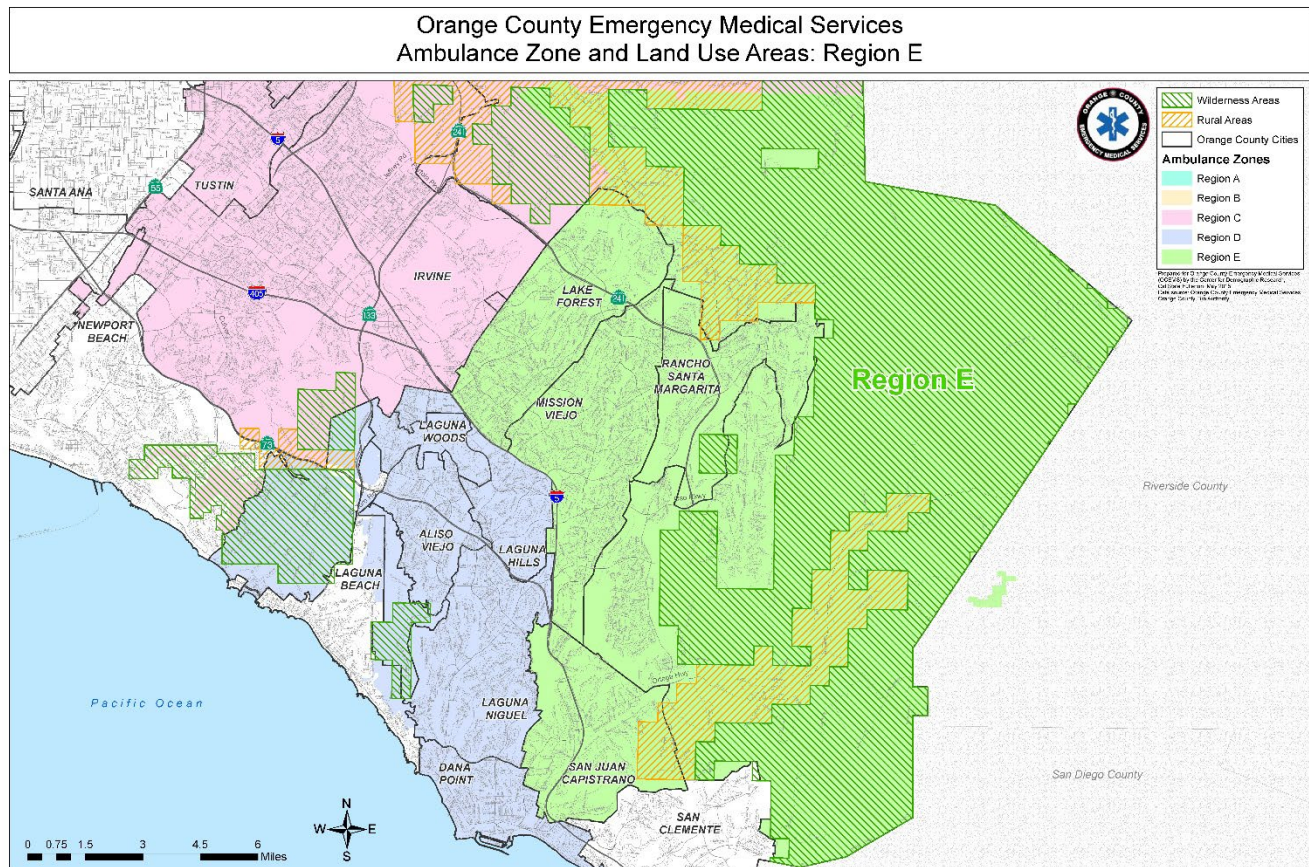


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TABLE 5: Orange County Exclusive Operating Area – REGION E

REGION	Cities	Associated Unincorporated Areas	
E	Lake Forest	Modjeska, Upper Trabuco/Cooks	
	Mission Viejo		
	Rancho Santa Margarita	Trabuco, O'Neill Park, Las Flores, Coto de Caza	
	San Juan Capistrano	Ortega Highway	
CY 2017			
Total Dispatches	ALS Services	BLS Transports	Total Transports
19,338	6,115	6,711	12,826



B. AGREEMENT TERM

The County intends to enter into a contract with one (1) ambulance service provider for **each** of the five (5) designated EOAs. The term of the contract will be five (5) years.

The qualification and experience of key personnel proposed to perform the Services solicited by this RFP are of critical importance. Accordingly, County will closely evaluate the personnel assigned to the performance of the Services, including confirming the accuracy and validity of all references submitted with the proposal.

C. CONTRACT TERMS AND CONDITIONS

This RFP is intended to result in the selection of one (1) qualified and responsible ambulance service provider for each designated EOA. Attachment I to this RFP is the proposed template of the exclusive, performance-based contract between the County and successful bidder(s), which **will not be subject to any further change or negotiation**. Successful bidders are expected to accept all of the terms and conditions of this proposed contract, which contains the entire agreement between the County and the bidder regarding the provision of Services solicited under this RFP and will prevail over any and all previous agreements, contracts, proposals, and negotiations of any form whatsoever. The selected bidder(s) proposal will be retained and incorporated into the contract by reference and made part thereof, except for assurances and promises that are unlawful.

Each contract will be customized with the information for the corresponding EOA based upon the proposed template contract contained in Attachment I, which will require the selected bidder 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 RFP with respect to prescribed performance requirements. In submitting a proposal, the bidder is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required under the proposed template contract and this RFP. Accordingly, failure to meet specified service standards in the proposed template contract and this RFP will result in financial penalties and may lead to termination of the selected bidder's contract.

D. TIME PROPOSALS WILL REMAIN VALID

All proposals will remain valid throughout the term of the contract. If for any reason a selected bidder is unable, unavailable or unwilling to begin the Services on June 1, 2020, or the County terminates the selected bidder(s) contract with or without cause within one year from the date of contract start date, the County reserves the right to award the contract to the second highest ranked proposal without conducting another solicitation/RFP or otherwise proceed as deemed in the public interest.

E. TIMELINE

The following timelines are approximations only and do not constitute any commitment or guarantee by the County.

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Activity	Date
RFP Released	[DATE]
Bidder's Conference	[DATE]
BidSync Q&A Deadline	[DATE]
Proposals Due (Electronic & Hard Copies)	[DATE]
Public Bid Opening	[DATE]
Services Commence	[DATE]

F. WITHDRAWAL OF PROPOSAL(S)

A proposal may be withdrawn in person by the bidder or an authorized representative, provided his or her identity is made known and he or she signs a receipt for the proposal, but only if the withdrawal is made prior to the date submission of the proposals are due.

G. QUESTIONS REGARDING THE RFP PROCESS, REQUIREMENTS AND BIDDERS' CONFERENCE

All questions regarding this RFP are to be posted online via the BidSync Q&A section. In addition, bidders may also present their questions during the Bidders' Conference held as follows:

DAY/DATE: [TO BE DETERMINED]
TIME: [TO BE DETERMINED]
WHERE: [TO BE DETERMINED]

All bidders are expected to thoroughly read through the entire RFP package before posting questions. All participating bidders will simultaneously receive a notification via BidSync that a question has been posted related to this RFP and will be available for view by all participating bidders. Responses from HCA to the questions asked will be posted as promptly as possible to BidSync and answered in Bidsync for view by all participating bidders. The Q&A section will close on **[DATE AND TIME]**. **All bidders are encouraged to post all their questions regarding the RFP by this deadline. No more questions will be accepted past this deadline.**

All questions asked during the Bidders' Conference will be posted and answered on BidSync for view by all participating bidders. To the extent a question can be answered during the Bidders' Conference, the County will answer the question but will post both the question and answer on BidSync for view by all participating bidders.

It is up to each individual bidder to determine if it meets the eligibility criteria stated in the RFP prior to submitting a proposal. The County does not provide any assistance to that effect.

Bidders are to strictly follow the directions above for questions regarding this RFP. During the entire RFP process, no County representative may be contacted for questions or information regarding this RFP with the exception of the Procurement Administrator assigned to this solicitation. **Any violation**

of this direction may be deemed non-compliant with the RFP process and shall form a basis for the rejection of the proposal.

H. GENERAL INSTRUCTIONS FOR SUBMITTAL

All proposals must clearly meet all of the requirements of this solicitation. Bidders should review all requirements and instructions to ensure that each requirement is clearly addressed in the proposal. The County shall not be responsible for any oral instructions given by any employees of the County in regard to the proposal instructions, specifications, or proposal documents described in this RFP.

1. Proposals should be carefully proofread and include the following:
 - a. Table of Contents with page numbers, for each file.
 - b. Reference(s) to any appendices.
 - c. Placement of required forms immediately after the text they support in the proposal.
 - d. Numbered pages.
 - e. Text must be at least one and one-half (1½) line-spaced.
 - f. Times New Roman 12 point font.
 - g. Each section is to be separated by a titled cover page (for hard copies, a tab is to be included for each section in a binder), and each question as it appears in the solicitation is to precede its corresponding response.
 - h. All hard copies must be submitted on three-hole punched paper, with sections separated by tabs, and arranged in three-ring binders. Double-sided printing is preferred but not required. Each binder should be labeled with the bidder's name and a description of the contents, e.g. Agency Description or Proposal.
 - i. All requested information is to be in the sequence and format specified in the solicitation.
2. Bidders must use the Proposal Preparation Checklist Form (Form A - Attachment II) to plan and monitor proposal preparation, as well as to verify completion of all materials before submission.
3. Bidder must follow instructions about the order for presenting information, narrative text, and information requested on the forms.
4. Bidders must provide accurate and honest information. Information that is inaccurate may prompt an investigative review and will affect the evaluation of the proposal.
5. Bidders must ensure that information provided on the forms is consistent with the narrative and the information provided on other forms.
6. If any required information or data is omitted, bidder must explain the reason for the omission.
7. Bidders must ensure compliance with contract requirements and all applicable laws/regulations related to privacy and security pertaining to disclosure of confidential and/or private client information. Such information may be redacted in any material submitted in response to this RFP.
8. Bidder must prepare the proposal with the reviewer in mind; do not assume reviewers know your program. Proposal must be detailed and self-explanatory.
9. Bidders must provide documentation where necessary, including items such as forms, etc.
10. Bidders may 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.

11. Bidders may not include home addresses, home phone numbers, and/or personal email addresses for any employee, volunteer, board member, etc. in your proposals.
12. Bidders must submit a complete proposal, inclusive of Forms A-F, as included in Attachment II to this RFP, and the Pro Forma Budget form, as included in Attachment III.
13. **Electronic Submission:** Proposals and requested documents must be electronically uploaded in PDF format, via BidSync. Responses to Section IV and Section V of the RFP must be submitted in separate files.
 - a. Section IV must be uploaded in one (1) file labeled “[9-1-1 Emergency Ambulance Transportation Services]-[Bidder Name]-Agency Description.”
 - b. Section V must be uploaded in one (1) file labeled “[9-1-1 Emergency Ambulance Transportation Services]-[Bidder Name]-Proposal.” If a bidder is submitting proposals for more than one Region, bidder shall insert a cover page for each Region that the bidder is bidding on and that contains the name of the Regions. The proposal order shall be, e.g., as follows: Region A, Region B, Region C, Region D and Region E.
 - c. Allow sufficient time to upload all required files. After the 2:00 P.M. Pacific Time proposal deadline, BidSync will not allow any uploads, e.g., if file #1 uploaded successfully at 1:58:23 P.M. and file #2 is in progress of being uploaded at 2:00:01 P.M., file #2 will not upload successfully.
14. **Hard Copy Submission:** Section IV and Section V of the RFP are required to be submitted in separate binders. Submit one (1) copy of Section IV and six (6) separate copies of Section V. If a bidder is submitting proposals for more than one Region, bidder shall insert a cover page for each Region that the bidder is bidding on and that contains the name of the Regions. The proposal order shall be, e.g., as follows: Region A, Region B, Region C, Region D and Region E. It is the bidder’s responsibility to ensure that electronic and hard copies are the same.
15. **Proposal Delivery Instructions:** Proposals are due on or before April 4, 2019 no later than 2:00 P.M. Pacific Time, both electronically via BidSync and hard copies delivered in a sealed package to:

Health Care Agency, Contracts Services
405 W. 5th Street, Suite 600, Santa Ana, CA 92701-4637
Attn: Debbie Box, Procurement Administrator

HCA’s Regular Business Hours:

Monday through Friday.....8:00 A.M. to 5:00 P.M. Pacific Time

I. COUNTY’S RIGHTS

The County reserves the right to:

1. Modify this RFP prior to the time proposals are due, provided bidders are granted such extensions as necessary to allow sufficient time for submission of proposals in response to the modified RFP.
2. Cancel this RFP at any time, but prior to award of a contract by the Board of Supervisors, in whole or in part, when it is determined that cancellation is in the best interest of the County.

3. Reject any or all proposals. County will not reject proposals that contain minor irregularities or when variation or defect is immaterial or inconsequential.
4. Reject a proposal at any time during the RFP process for reasons stated in this RFP or for false information submitted in response to the RFP.
5. Based on the County's needs and availability of funds, modify the scope of service described herein, provided bidders are allowed to re-submit modified proposals within a reasonable time.
6. Ask bidders for additional documentation and/or information relevant to determining whether the proposal meets the RFP requirements.

Bidders will be notified in writing of all modifications, cancellations, and their respective rejection, including the specific reasons therefor.

J. USE OF LOBBYISTS

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

K. GRIEVANCE AND PROTEST PROCESS

Grievance Process

In the event a bidder believes that this RFP is unfairly restrictive, ambiguous or contains conflicting provisions, or wishes to request a modification in the RFP requirements, the bidder may submit a grievance to that effect to HCA Contract Services no later than five (5) business days prior to the close of the RFP period. Grievances received after the five (5) business day deadline will not be considered by the County. In the event the grievance is denied and the bidder still wishes to continue in the RFP process, the bidder must still submit a proposal prior to the close of the RFP in accordance with the proposal submittal procedures provided in this RFP.

Protest of Award of Contract

For protests related to the selection of a provider for award of a contract, the protest must be submitted no later than five (5) business days after the "Notice of Intent to Award Contract" is provided by HCA Contract Services. Protests received after the five (5) business day deadline will not be considered by the County. Upon receipt of a timely protest, the Contract Services Division Manager will, within 10 business days, issue a decision in writing, which shall state the reasons for the actions taken by HCA in connection with the protest. If the protester disagrees with the Contract Services Division Manager's decision, the protester may appeal the decision in accordance with the procedures outlined below.

Despite of the protest, the County may, after providing written justification to be included in the procurement file, make the determination 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.

Protest Procedures

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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 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 Services Division
405 W. 5th Street, Suite 600
Santa Ana, CA 92701-4637
Attn: Division Manager
FAX: (714) 834-4450

Appeal Process

For protests related to award of contract, if the protester disagrees with the decision of the Contract Services Division Manager, the protester may submit a written notice within three (3) business days from receipt of the Contract Services Division Manager's decision to the Office of the County Procurement Officer requesting an appeal of that decision to the Procurement Appeals Board.

Written appeals must be sent to: County of Orange/County Procurement Office
1300 S. Grand Avenue, Building A
Santa Ana, CA 92705
Attn: County Procurement Officer
FAX: (714) 567-5057

Within 15 business days, the County Procurement Officer will review all materials in connection with the protest, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

The decision of the County Procurement Officer 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.

L. CHANGE OF OWNERSHIP/NAME AND LITIGATION STATUS

Bidder agrees that if there is any change or transfer in ownership of bidder organization during the RFP process, bidder notifies the County immediately and provides the additional information needed demonstrating the change. The County reserves the right to request additional information to that effect. The County also reserves the right to reject the proposal.

Bidder acknowledge that the County must provide prior authorization of any assignment of the contract or change in the ownership of the bidder's organization.

M. CONFLICT OF INTEREST

Bidder shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the County's interests. In addition to the bidder, this obligation shall apply to the bidder's employees, agents, and subcontractors associated with the provision of goods and services provided under the contract. The bidder's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence the County staff or elected officers in the performance of their duties.

The County reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other information available to the County. This disqualification is at the sole discretion of the County. Any bidder submitting a proposal herein waives any right to object to the County'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.

N. CONFIDENTIALITY

California Public Records Act

Pursuant to California law, all information contained in a proposal may be public record, subject to disclosure to any member of the public who requests it through the California Public Records Act (CPRA). If it is necessary to include proprietary/trade secret information in a response, the County recommends that the proposal clearly and prominently marks the information believed to fall within such categories.

Upon a request for disclosure of information contained in a proposal pursuant to CPRA, HCA will attempt to notify the bidder in order to give the bidder an opportunity to seek a court order or other legal means to prohibit disclosure of any information in the proposal the bidder deems to be proprietary/trade secret. However, given the statutory timelines in CPRA, County will be able to give the bidder only a short period of time in which to seek such a court order or other legal means before County will be required to disclose the requested information. Further, it is entirely the bidder's responsibility to assert that the information subject to a CPRA request is proprietary/trade secret information and to seek legal intervention to prohibit the disclosure thereof. County will not make such a claim for the bidder but will obey a valid court order obtained by the bidder prohibiting disclosure of such information.

Names of Members of the Evaluation Panel and Communications with Panel Members

The names of the evaluation panel members will not be disclosed unless ordered by a court.

To assure a fair process, members of the evaluation panel will be instructed to not discuss the information in the proposal or the solicitation process with any bidder(s) or other individuals. All communications between the bidder and HCA must be through the BidSync Q&A section and Bidders' Conference prior to the close of the Q&A period and through the Procurement Administrator after the close of the Q&A period. **Any violation of the rule stated herein will be**

deemed noncompliant with the RFP process and shall form a basis for the rejection of the proposal.

O. MODIFICATIONS OF THE RFP

County reserves the right to modify this RFP at any time prior to the time submission of proposal are due. Any and all such modifications will be in the form of a written addendum, which will be furnished to all participating bidders through BidSync. All such addenda issued will become part of the RFP and any resultant contract. All bidders hereby acknowledge their receipt of any such addendum by being registered in BidSync and acknowledge that it is the bidder's responsibility to check for, and read all addenda posted in BidSync.

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

P. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification and insurance coverage (including minimum limits) for the awarded contracts is based upon the identified services and will be validated during contract negotiations. To the fullest extent permitted by law, the awarded contract shall require the selected bidder 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 that are caused by or result from the negligent or intentional acts or omissions, including the actual or alleged sexual misconduct of the selected bidder, its officers, employees, or agents.

Prior to the provision of services under the contract, the selected bidder must agree to purchase all required insurance at the selected bidder's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of the contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of the contract. In addition, all subcontractors performing work on behalf of the selected bidder pursuant to the contract shall obtain insurance subject to the same terms and conditions as set forth herein for the selected bidder.

The selected bidder shall ensure that all subcontractors performing work on behalf of the selected bidder pursuant to the contract shall be covered under the selected bidder's insurance as an additional insured or maintain insurance subject to the same terms and conditions as set forth herein for the selected bidder. The selected bidder shall not allow subcontractors to work if subcontractors have less than the level of coverage required by the County from the selected bidder under the contract. It is the obligation of the selected bidder to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by the selected bidder through the entirety of this contract for inspection by County representative(s) at any reasonable time.

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All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, the bidder indicates as such on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the selected bidder fails to maintain insurance acceptable to the County for the full term of the contract, the County may terminate the contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the organization's performance and financial ratings.

Insurance coverage and limits for the awarded contract will be validated during contract negotiations. The baseline amounts and key requirements 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	\$5,000,000 per occurrence.
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$5,000,000 per occurrence or per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence
Performance Security Bond	\$1,250,000 per EOA

1. REQUIRED COVERAGE FORMS

- a. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
- b. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

2. REQUIRED ENDORSEMENTS

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- c. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage which will state as required by written agreement.
 - d. A primary non-contributing endorsement using ISO form CG 20 01 04 13 or a form at least as broad 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 Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage.
4. All insurance policies required by the contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
5. Contractor shall notify in writing within 30 calendar days of any policy cancellation and 10 calendar days for non-payment of premium and provide a copy of the cancellation notice to County Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate the contract.
6. If Contractor's Professional Liability is "claims made" policy, contractor shall agree to maintain coverage for two (2) years following the completion of the contract.
7. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 00 01 policy).
8. Insurance certificates should be forwarded to HCA upon request. If the contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by HCA, award may be given to the next qualified vendor.
9. County expressly retains the right to require contractor to increase or decrease insurance of any of the above insurance types throughout the term of the contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
10. 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).
11. The performance bond requirement may be secured by one of the following methods, or a combination thereof. A separate performance bond is required for each EOA.
 - a. Performance Bond issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination

by the County, that the bidder is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the bidder or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or

- b. Irrevocable Letter of Credit issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that the bidder is in breach of the contract or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the bidder or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

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

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

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

Failure of the bidder to meet these requirements after the bidder has been selected, and ten (10) days prior to the contract start date, shall result in forfeiture of the bidder's contract award.

Q. CHILD SUPPORT REQUIREMENTS

1. Orange County Child Support

In order to comply with the child support enforcement requirements of the County, within 10 days of notification of selection of award of Contract but prior to official award of Contract, the selected bidder agrees to furnish to the assigned Contract Administrator.

- 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 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; and

- 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 bidder to timely submit the data and/or certifications required may result in the Contract being awarded to another bidder. In the event a Contract has been issued, failure of the Contractor 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 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

2. EDD Independent Contractor Reporting Requirements

Effective **January 1, 2001**, the County is required to file federal Form 1099-Misc for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm.

A. TARGET POPULATION

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

B. OPERATIONS

1. CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN

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

- a. Compliance with the terms of the contract, minimum performance standards, and applicable 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. Includes 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.
- e. Indicators that are based on current California EMSA Core Measures, EMS data analysis, research, and call demand.
- f. Participates in and comply with the OCEMS CQI committees and audit processes.
- g. Bidders shall be informed of OCEMS' expectations of CQI specifically related to the terms of the contract:
 - 1) Continually perform Quality Assurance and Quality Improvement, including but not limited to:
 - a) Organize CQI results and submit to OCEMS in the format specified in section h (below) on a quarterly basis.
 - b) Demonstrate progressive quality improvement results evidenced by semi-annual written updates to OCEMS on the effectiveness of the plan and summary of activities conducted under the plan.
 - 2) Accurate determination of training needs of:
 - a) Individual
 - (1) Field level personnel
 - (2) Dispatch personnel
 - (3) Supervisor personnel
 - (4) Administrative (including billing) personnel
 - b) System wide
 - (1) Operational
 - (2) Clinical
 - (3) Administrative

- 3) Include action planning to improve performance, based upon core indicators as identified through bidder's CQI process.
- 4) Include action planning to improve performance, based upon core indicators as established by OCEMS.
- h. The selected bidders shall submit all CQI reports in the following format:
 - 1) Cover page including:
 - a) Bidder Name
 - b) Region
 - c) Date of Submission
 - d) Person Completing Report
 - e) Title of Person Completing Report
 - 2) Summary of Findings
 - 3) Quality Indicator Sheet
 - 4) Detailed Results
 - a) Following principles of OCEMS Policy 385.00
 - 5) Application of findings
 - a) Following principles of OCEMS Policy 385.00

2. RESPONSE TIME OPERATIONS

a. Response Time Performance Requirement

Successful performance of the subject services shall in part be based on the selected bidders' 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 bidders.

Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the selected bidder's computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical EOAs that will be used for response time monitoring, reporting, and compliance purposes. As set forth in TABLE 1 "Response Time Compliance Requirements", Response Times originating from within an EOA shall meet specific performance standards., of which, a monthly compliance rate of 100% in each code priority and geographical zone within an EOA is required.

- 1) Call Classifications
 - a) Code 2 - emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.
 - b) Code 3 - emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.
- 2) Geographical Zones within EOAs
 - a) Metro/Urban Zones within EOAs are areas with a population density greater than 100 persons per square mile.

- b) Suburban/Rural Zones within EOAs are areas with a population density of seven (7) to 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.
- c) 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 6: Response Time Compliance Requirements

EOA Geographical Zone	Code Priority	Time in Minutes
Metro/Urban	Code 3	≤ 10:00
Metro/Urban	Code 2	≤ 15:00
Suburban/Rural	Code 3	≤ 20:00
Suburban/Rural	Code 2	≤ 25:00
Wilderness	Code 3	≤ 28:00
Wilderness	Code 2	≤ 35:00

3) Response Time Compliance for Individual Emergency Response EOAs

- a) In developing Response Time standards, OCEMS uses the three (3) geographical zones within an EOA as identified in TABLE 6 “Response Time Compliance Requirements”, above, for Response Time compliance measurement. Response Time compliance 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.

4) Equity in Response Times

- a) OCEMS recognizes that Response Times are based upon call and population densities within the geographical zones within EOAs.
- b) OCEMS may evaluate the call density and geographical zone within an EOA structure to address changes occurring within each EOA. 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.

b. Response Time Measurement Methodology

Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in TABLE 6 “Response Time Compliance Requirements”, above. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

1) 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 60 seconds after the call is answered, whichever is less.

2) 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.

3) 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.

4) 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 through the data amendment request process. Selected bidder is expected to actively monitor, and minimize, the number of data amendment requests related to the crews failure to report “At Scene” or a dispatchers failure to capture the crews radio communication of “At Scene.” Failure to comply with the provided procedure will result in a penalty as defined in Section II.D.2, “Penalty Provisions” Tables 8 and 9.

5) Calculating Upgrades, Downgrades, Turn-around and Cancelled Response

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:

a) Upgrades

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

- (1) Time elapsed from dispatch to time of upgrade, plus the higher priority Response Time Standard; or
- (2) 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.

b) 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:

- (1) 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
- (2) 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.
- (3) Reassignment En Route – If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties 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.
- (4) Cancelled Calls – If an assignment is cancelled prior to arrival on the scene, compliance and penalties will be calculated on the elapsed time from dispatch to the time the call was cancelled.
- (5) Response Times Outside of the County of Orange
Selected bidders 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 limits shall not be counted in the total number of calls used to determine compliance.

(a) Each Incident/Separate Response

Each incident shall be counted as a single response regardless of the number of units that are utilized. Each responding unit shall be held to their own individual Response Time regardless if the first emergency ambulance is on scene or cancelled. Any additional individual unit Response Times shall be calculated at the appropriate priority level and be held to the Response Time Compliance Requirements in TABLE 6“Response Time Compliance Requirements”.

(b) Coverage and Dedicated Ambulances, Use of Stations/Posts.

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

c) CQI

- (1) Bidder shall consistently perform CQI in all areas related to their Response Time Operations. CQI must meet the requirements set forth in Section II.B. “Response Time Operations” of this RFP and OCEMS Policy 385.00.

3. DISPATCH OPERATIONS

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

a. Dispatch Operations

- 1) Selected bidders 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.
- 2) Selected bidders shall ensure 24/7 operation of the EMS dispatch system utilizing qualified personnel and supervision.

b. Dispatch Personnel

- 1) Selected bidders shall have a comprehensive dispatcher and call taker program that ensures effective dispatch operations with requirements for employee eligibility, education and training.
- 2) Selected bidders dispatchers, dispatch supervisors, and Data Management Liaison shall maintain the obligation of accurate recording of all Computer Aided Dispatch (CAD) data.
 - a) Assigned dispatchers shall be familiar in the utilization of EOA regional designations, OCEMS provided EOA shape files, and borders to make certain that calls are appropriately assigned and captured for oversight and monitoring.
 - b) Assigned dispatchers shall be aware of the appropriate way to change the status units as each call evolves. (e.g. actual cancellation of units that are removed from a call, dispatching second units, opening secondary Patient Care Reports (PCR) and appropriately recording times prior to closure of the call).
 - c) OCEMS will monitor Dispatch Operations through standards set in Section II.B. “Dispatch Operations” of the RFP. Deficient areas in Data Management specifically related to CAD and Dispatch Operations may receive a Corrective Action Plan.

c. CQI

- 1) Bidder shall consistently perform CQI in all areas related to their Dispatch Operations. CQI must meet the requirements set forth in Section B “Dispatch Operations” of this RFP and OCEMS Policy 385.00.

4. DATA MANAGEMENT

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

a. 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 (CQI). Selected bidder shall provide, maintain, and adhere to the following:

1) Dispatch Computer

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

2) Records

Complete, maintain, and provide to OCEMS, upon request, adequate records and documentation to demonstrate its compliance performance.

3) Data Integrity

Selected bidder will routinely perform CQI of required CAD data throughout the life of the contract following the standards in the CQI portion of the RFP/Contract and OCEMS Policy 385.00. OCEMS will designate areas of compliance to be measured which may be subject to change. Newly identified areas of focus shall be measured at the start of the following month. The CQI data shall include, but is not limited to:

- a) CAD Data Completeness by element
- b) CAD Data Accuracy by element
- c) Time Measurement
 - (1) Overall accuracy (chronological time elements)
 - (2) Elapsed time between left scene to destination time (transport time)
 - (3) Elapsed time between arrival at destination to back in service time (patient offload time)
 - (4) Transfer of patient care to posting of PCR
 - (5) Elapsed time between destination time to back in service time
 - (6) Frequency of unauthorized data adjustments
 - (7) Any adjustment made to data fields after a unit is placed back in service
 - (8) Any adjustments made by billing personnel must also be included

b. Data Reporting and Scheduled Reports

Document and report to OCEMS, monthly, in writing, and on a form provided by OCEMS, Data Compliance. Provide to OCEMS, within 10 calendar 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.

- 1) Provide OCEMS with any changes in ownership, executive leadership, management, and EOA supervisors.
- 2) 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.
- 3) A list of all mutual aid responses coming from outside of an EOA.
- 4) Summary of interrupted calls due to vehicle/equipment failures.
- 5) Summary of interrupted calls due to involvement in non-injury and injury accidents.

- 6) On a monthly basis, submit a list based on billing data of all invoiced 9-1-1 transports, sorted by Emergency Response EOA, level of care provided (ALS/BLS), independent of actual payment status, in a format provided by OCEMS at the start of contract.

c. Response Time Statistical Data

Within 20 calendar days following the last day of each month ensure that any CAD data missing EOA contract required data elements within Orange County Medical Emergency Data System (OC-MEDS) are available to OCEMS in a computer readable format provided by OCEMS. The approved format will outline the required elements for statistical analysis. Selected bidder maintains the obligation to accurately report, in near-real time, all Response Time statistical data to the OC-MEDS system. Ambulance responses originating outside of the County border shall be excluded from submission by bidder.

- 1) Response Time Compliance Reports (Monthly):
 - a) Total Transports for the previous month, based on CAD data
 - b) Cancelled calls prior to arrival on scene
 - c) Data reconciliation request reports and resolution

d. Ambulance Zone Equity of Response Time

Selected bidders shall report to OCEMS each quarter its response time performance in the existing ambulance zones within EOAs. Ambulance zones are inclusive of individual cities and unincorporated communities. Selected bidders are expected to perform routine monitoring and CQI to prevent poor response times. Chronically poor response time performance in any of the zones will result in the selected bidders being required to modify their deployment plans to achieve consistent performance.

Chronically poor performance is defined as failure to meet Response Time standards in any (2) two months in any consecutive six (6) consecutive months 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 bidder for correction and improvement.

e. Data amendment request

Selected bidders 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 bidder's reasonable control may affect the compliance with specified Response Times Standards. Ambulance mechanical failure, equipment failure, traffic congestion not caused by the incident, lost ambulance crews, poor employee performance, or other causes deemed to be within the selected bidder's control or awareness shall not be grounds to grant a data amendment request to achieve compliance with the Response Time Standard.

- 1) 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) Declared Disasters
Response Time requirements may be suspended at the sole discretion of OCEMS during a disaster in the County or during a declared disaster in a neighboring

jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

b) **Good Cause**

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 amendment 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 amendment 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 10 road miles from the nearest boundary of the wilderness EOA) or off-road locations.

- (1) 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.

2) **Data amendment request procedure**

It is the selected bidder's responsibility to apply to OCEMS for a data amendment. The request must be in writing and received by OCEMS within 10 calendar days of the end of the month of occurrence. If OCEMS determines that any response or group of responses should be modified to reflect Response Time compliance due to unusual factors beyond a selected bidder's reasonable control, detailed documentation for each actual response in question shall be provided to OCEMS.

- a) All request shall be submitted in a format provided to the selected bidders by OCEMS. The required format and file types will be provided to the selected bidder at the start of the contract. Requests and/or supplemental documentation not in the approved format will not be considered eligible or evaluated for data amendment.
- b) A request for an amendment received after 10 calendar days of the close of the month of occurrence will not be considered. OCEMS Contract Administrator will review each amendment 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 five (5) calendar days after the committee's decision. A selected bidder's appeal to the OCEMS Medical Director shall constitute the bidder's exclusive remedy to challenge the denial of a request for an amendment. All decisions by the OCEMS Medical Director shall be considered final.

3) **Approved data amendments**

- a) Selected bidder will receive notification of approvals at the completion of the data amendment process. Selected bidder will be responsible to update the OC-MEDS

CAD data to reflect the approved data amendments within 10 calendar days of notification.

- b) At the end of the 20 calendar days, OCEMS will download the amended data from OC-MEDS. This data will be utilized for Response Time compliance and statistical analysis.

f. **Other Required Reports**

Throughout the contract cycle, OCEMS will identify areas of deficiency or concern which may require additional reports. Selected bidder must provide these additional reports, and any other requested records, on the first calendar day of the following month.

g. **Defining Data Deficiencies**

Data collected by the provider, and submitted through OC-MEDS, are utilized to perform a significant portion of contract oversight and monitoring. These elements are found in Section II.D “Penalty Provisions” TABLES 7-11.

- 1) Required reporting elements are subject to change based on evolving federal, state, and local requirements. If OCEMS determines that a data element not defined in the TABLE 10 “Defining Data Deficiencies” is required to improve oversight and monitoring, the new element will be required to be reported at the start of the following month. When data elements are incomplete they are considered to be data deficient. Data deficiencies will be assessed a standard fine regardless of the number of occurrence per incident record. Data deficiencies include, but are not limited to:

- a) Non-chronological values (e.g. on scene time occurs prior to dispatch notified time)
- b) Blank values (e.g. missing incident address, city, zip code, etc.)
- c) Inaccurate value (e.g. indicating a transport when a unit was cancelled)
- d) Missing records (e.g. the record was not submitted to OC-MEDS via CAD, and was not submitted within the 10 day record reconciliation period)
- e) Other areas as observed and defined by OCEMS during the contract period

h. **CQI**

Selected bidder shall consistently perform CQI in all areas related to their Data. CQI must meet the requirements set forth in Section II.B. “Data Management” and OCEMS Policy 385.00.

5. PCRS and OC-MEDS COMPLIANCE

Selected bidders shall utilize and manage a Patient Care Reporting System (PCRS) to document and transmit PCR’s in real time to the OC-MEDS Hub in accordance with OCEMS Policies (Ref. OCEMS Policies 300.20, 300.30 and 300.31).

a. **PCRS Technical Requirements**

- 1) Selected bidders shall establish and maintain a 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. The CAD integration shall be established regardless of the PCRS used.

- 2) Selected bidders shall establish and maintain technical interoperability which allows for the transfer of patient care information in real time between EMS providers in the field. This function is necessary to ensure for the continuity of patient care so that the ALS provider may transfer their PCR to the ambulance transport provider at the time of service in the field.
 - 3) Selected bidders shall supply and maintain computer hardware required to support PCR documentation within the PCRS.
 - 4) Selected bidders 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.
- b. PCR Compliance and Training
- 1) Selected bidders shall accurately complete a PCR on every patient to include all information required pursuant to OCEMS Policy 300.10.
 - 2) Selected bidders shall accurately complete a PCR for every dispatched unit regardless of call outcome. This includes:
 - a) Transports
 - b) Cancelled units
A cancelled unit is defined as any unit that is dispatched to an incident, and cancelled at any point during their response regardless of the elapsed time or number of units dispatched.
 - c) Public assists
 - 3) Selected bidders shall ensure the PCR is posted and/or transmitted to OC-MEDS upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures. Selected bidders shall ensure that their data submissions are compliant with OCEMS Data Standards pursuant to OCEMS Policy 300.31.
 - 4) Selected bidders shall provide an electronic copy of the PCR to the emergency receiving center for each patient.
 - 5) Selected bidders shall provide initial and continuing PCRS education and training for employees.
- c. CQI
- 1) Bidder shall consistently perform CQI in all areas related to their PCRS and OC-MEDS compliance. CQI must meet the requirements set forth in in Section II.B. "PCR and OC-MEDS Compliance" of this RFP and OCEMS Policy 385.00.

6. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

- a. 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. The selected bidders ERCS must be fully compatible with the 800 MHz C.C.C.S.

b. Compliance with Laws

- 1) Prior to the contract start date, selected bidders shall install, provide, operate, and maintain an ambulance dispatch center, telephone service, including ring-down line, Motorola 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.
- 2) The selected bidder'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.
- 3) All Motorola 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, compatibility, and requirements, as applicable.

c. Communications Requirements

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

- 1) 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.
- 2) Provide documentation describing in detail the operational design for the ERCS and methods proposed for dispatching ambulances.
- 3) ERCS must be operated and maintained 24/7
- 4) Dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted 24/7 service.
- 5) 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.

d. CAD Interface

Selected bidders shall establish and maintain a 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.

e. System Upgrades

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

f. Vehicle Communications Motorola 800 MHz Mobile Radio

Prior to the start of the contract selected bidders shall install and maintain an OCEMS and OCC approved Motorola 800MHz mobile radio in the front passenger area of each ambulance that will be used to provide the required services. Additional requirements include:

- 1) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain Motorola 800 MHz mobile radios in conjunction with the 800 MHz C.C.C.S.
- 2) 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.
- 3) Ensure Motorola 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) as the primary method to communicate unit status. Collaborate with 9-1-1 ALS Provider in configuration of the SIMS system to enable the feature on all radios enabled on the Motorola 800 MHz C.C.C.S.
- 4) Motorola 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, FCC, 800 MHz C.C.C.S., and OCEMS specifications, compatibility, and requirements.

g. Mobile Data Computer System

Selected bidders 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.

1) UHF Med 9 Radio

Selected bidders 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.

h. Web Based Communications Application

Selected bidders shall install a web-based communication application at the dispatch center for hospital status, required assessments and messages, and multi-casualty incident (MCI) coordination (e.g. ReddiNet).

i. CQI

Bidder shall consistently perform CQI in all areas related to their Emergency Response Communications Systems. CQI must meet the requirements set forth in Section II.B. "Emergency Response Communications" of this RFP and OCEMS Policy 385.00.

7. FACILITIES, SUPPLIES, AND EQUIPMENT

Selected bidders 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 applicable 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.

a. Standard Inventory

- 1) Equipment and supplies shall be available in quantities sufficient to meet patient care needs without interruption of the required services to designated EOA.
- 2) 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.

b. Facilities

- 1) In an effort to promote a culture of cleanliness and infection control, selected bidder shall implement and enforce policies for daily cleaning of all stations/regional facilities.
- 2) Region Headquarters
- 3) Selected bidders shall provide at least one (1) facility with a physical location (identified in the proposal) of appropriate size in each designated EOA. Facilities are subject to inspection by OCEMS at any time without notice. The facility must include, but is not limited to:
- 4) Vehicle re-supply - Each EOA headquarters shall maintain an inventory of supplies sufficient to fulfill daily restocking of assigned EOA Ambulances.
 - a) Personnel management
 - b) Communications
- 5) At the start date of the awarded contract, selected bidders deploying 24 hour shifts shall provide on-duty crew members with a facility that includes, but is not limited to:
 - a) One (1) bed per on-duty crew member
 - b) Un-interrupted power supply
 - c) Air-conditioning
 - d) Heating
 - e) One (1) refrigerator for employee food storage for the length of the shift
 - f) One (1) appliance used to cook food
 - g) Restroom facilities physically attached to crew quarters
 - h) Shower facilities physically attached to crew quarters

c. All identified facilities must show actual tentative agreements between landlord and bidder or demonstrate that a standing agreement is currently in place. Bidder must also demonstrate that the identified facilities are approved by the associated cities as a part of the proposal.

d. Personal Safety Equipment

- 1) 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.
 - 2) 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, 29 CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated to 9-1-1 emergency transportation, including:
 - a) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS Standards)
 - b) Hard hat, Work Helmet Blue.
 - c) Leather gloves.
 - 3) Selected bidder shall follow all Required PPE as stated in OCEMS Policy 720.30.
- e. Fleet Requirements

Selected bidders 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 bidders must require the use of seat belts in their vehicles. **The bidder's proposal must clearly demonstrate, for each EOA in which a proposal is submitted, that the bidder's fleet has the ability to operate as a standalone fleet within the EOA and independently from the bidder's operations in other areas outside of the EOA.**

- 1) Emergency Ambulance Vehicles
 - a) Selected bidders 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 and shall be no older than 10 years to be in compliance with the standards set forth in OCEMS Policy 720.30.
 - b) Selected bidders 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 bidders 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 bidders 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) Automatic Vehicle Locator

Selected bidders shall provide, install, and maintain an automatic vehicle locator system in the ambulance dispatch center and in emergency vehicles. Selected bidders shall provide OCEMS with the ability to monitor remotely to locate vehicles for the purpose of oversight and monitoring. Such system shall be integrated with the CAD System. Existing computer interfaces for such integration may be utilized if all equipment is compatible.

f. Maintenance

1) Daily Maintenance

- a) Selected bidders shall perform 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) Ambulance Checkout (OCEMS Policy 720.30)
 - (1) Selected bidders 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.
 - (2) If the selected bidder must respond to a call prior to the completion of the ambulance checkout, the selected bidder shall complete their check out at the completion of the assigned call.
 - (3) Selected bidders shall, at the beginning of each shift, ensure that the ambulance is cleaned to the standards set forth in OCEMS Policy 720.50 VIII. "Cleaning Standards for Ambulances and Ambulance Equipment."

2) Ongoing Maintenance

- a) Selected bidders 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-compliant and cause for immediate contract termination.
- b) Selected bidders 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 15 days at its main operation location or materials and supplies distribution center is required.
 - (1) Selected bidders 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.
 - (2) Selected bidders 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.

3) Supervisor Vehicles

At a minimum, each selected bidder shall provide one (1) staffed field supervisor vehicle and 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 Gross Vehicle Weight of 10,000.

4) CQI

Bidder shall consistently perform CQI in all areas related to their facilities, supplies and equipment. CQI must meet the requirements set forth in Section II.B “Facilities, Supplies, and Equipment” of the RFP and OCEMS Policy 385.00.

8. INSPECTIONS OF VEHICLES, RECORDS, and CREW QUARTERS

a. OCEMS will conduct scheduled and unscheduled inspections of ambulances and crew quarters.

- 1) OCEMS inspections may include, but are not limited to, the areas mentioned in Section II.B. “Facilities, Supplies, and Equipment” of the RFP.
- 2) Inspections are applicable to all ambulances found within a designated EOA area.
- 3) Noted deficiencies will be monitored by OCEMS and may be reported publically including statistical analysis and visual demonstration.
- 4) Refer to Section II.D. Table 11 “Additional Penalties” for penalties related to observed repeated inspection deficiencies.

b. OCEMS will conduct scheduled and unscheduled inspections of maintenance facilities, and maintenance records. Selected bidder shall make available to OCEMS during inspections the manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition documentation for the bidder’s equipment and facilities.

- 1) Selected bidder 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.

c. CQI

Bidder shall consistently perform CQI in all areas related to inspections of vehicles, records and crew quarters. CQI must meet the requirements set forth in Section II.B. “Inspections of Vehicles, Records, and Crew Quarters” and OCEMS Policy 385.00.

C. CLINICAL AND PERSONNEL

The qualification and experience of key personnel proposed to perform the services solicited by this RFP are of critical importance. All personnel assigned to the performance of the services, will be closely monitored and evaluated throughout the term of the contract by OCEMS. Before the contract start date, the winning bidder must demonstrate that all EMTs assigned to the Orange County EOAs are certified and possess an Orange County Ambulance Driver Attendant License.

1. CLINICAL LEVELS & STAFFING REQUIREMENTS

Selected bidders shall provide personnel meeting the following requirements:

a. Management Team

- 1) Management team, at a minimum, shall include senior members having no less than five (5) years' experience, within the last three (3) years, supervising a 9-1-1 transportation service, in a primary or back-up capacity, of similar size and population to the EOA(s).
- 2) Bidder must provide the resumes of all administration and field supervisors.
 - a) Changes in executive, operations, and clinical management/leadership staff shall be communicated to OCEMS, in writing, within 10 calendar days of the effective date of the change. The written notice shall include the resume of any newly assigned staff members.

b. EMS Program 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:

- 1) Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable EMS and/or public safety agencies within the EOA.
- 2) Participate in EMS System Stakeholder Committees and task force groups. At a minimum, provide representation at 50% of applicable base hospital meetings, quality assurance forums and other ancillary meetings required by OCEMS (e.g., Regional Emergency Advisory Committee, County Paramedic Agency Committee, and Transportation Advisory Committee).
 - a) Bidder shall maintain a record of the events attended and report the information in a format specified by OCEMS.
 - b) If the designated Liaison is unable to attend, selected bidder shall provide an alternate representative to participate.
 - (1) On duty supervisors assigned to an EOA may only attend events that occur within their EOA in accordance Section II.C.3.a.
 - (2) Attendance may be publically reported by OCEMS.

c. Field Supervision

OCEMS recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs. 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:

- 1) Assign one on-duty supervisor, to provide 24 hours a day exclusive coverage to the designated EOA. An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.
 - a) In the event selected bidder is awarded multiple EOAs, each EOA shall have their own assigned on-duty supervisor.
 - b) Each on-duty supervisor shall only assume responsibility for one EOA at a time, unless the situation meets the Exceptions listed in Section II.C.1.c).(2).(b).

- 2) Strict adherence to the performance of all administrative and operational tasks only within the boundaries of the assigned EOA.
 - a) Non-compliance with requirement will fall under Section II.D.2. “Penalty Provisions”, TABLE 8 “Penalties for EOA Non-Compliance”.
 - b) Exceptions
In the event of multi-casualty incidents, disaster response, hazardous materials incidents, unusual occurrences or County authorized mutual aid on adjacent EOA’s the on-duty Field Supervisor may provide coverage to the adjacent areas of their designated EOA.
 - 3) 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.
 - 4) Individual shall not be assigned to a 9-1-1 emergency ambulance unit.
 - 5) 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.
- d. Data Management Liaison
- Designate a Data Management Liaison(s), who may also be the communications manager, division manager or similar position. The Data Management Liaison shall be responsible for the entire data and reporting process, perform data review and gathering, assume ownership of performing Data Amendment Requests and all subsequent communications, and report generation and analysis.
- e. Internal Health and Safety Program
- 1) Implement multiple programs to enhance the safety and health of the work force, which shall include driver-training, safety, and risk management training.
 - 2) 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.
- f. Evolving OSHA and Other Regulatory Requirements
- 1) 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 Tuberculosis (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.
 - 2) 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.
- g. Staff Resources

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

- 1) 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.
- 2) Access to and adherence to OCEMS P&Ps herein and upon all revisions. www.ochealthinfo.com/ems
- 3) Incident reporting P&Ps that include steps for reporting accidents and incidents that occur in the performance of work duties. Incident reporting programs shall provide, at a minimum, a mechanism for reporting patient care, customer service, and operational related incidents.
- 4) 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).
- 5) P&P related to scene safety and personnel safety.

h. Minimum Clinical Levels and Staffing Requirements

- 1) Ambulance Staffing Requirements
 - a) Ambulance service providers rendering the subject services shall be staffed at a minimum with two (2) California certified and Orange County Ambulance Driver/Attendant License Emergency Medical Technicians (EMTs) equipped to render 9-1-1 emergency ambulance level care and transport.
 - b) 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 <http://www.healthdisasteroc.org/ems/emt>

2) Personnel Licensing

Ensure all licensed, certified, accredited and authorized staff is current and up-to-date in the OC-MEDS licensure system.

3) Training Requirements

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

- a) Organization and EMS System Orientation and On-Going Preparedness
- b) 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.

- c) Preparation for Multi-Casualty Incident
 - d) 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.
 - e) Driver Training
 - f) 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 submitted to OCEMS, initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.
 - g) Employee Annual Training
 - h) HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation), Aerosol Transmissible Diseases Exposure Control and Fit Test completion record, Blood Borne Pathogen Exposure Control, and Harassment Awareness. Selected Bidder shall abide by OSHA and EEOC training standards. Selected bidder's failure to provide evidence of current training certifications will be subject to penalty, per individual personnel file, as outlined in Section II.D.2 TABLE 8 "Penalty Provisions".
- 4) Infection Control
- a) 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 as defined by OCEMS Policy 720.50 – Ground Ambulance Vehicle Inspection and Permits, VIII. Cleaning Standards for Ambulances and Ambulance Equipment.
 - (1) Selected bidder shall maintain records and provide vaccinations, screenings, or records of declination for the following:
 - (a) Tuberculosis (QuantiFeron Serum Testing) annually.
 - (b) Hepatitis B - given in a three (3) dose series (dose #1 initial, dose #2 in one (1) month, and dose #3 approximately five (5) months after dose #2).
 - (c) Influenza - give one (1) dose of trivalent inactivated influenza vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.
 - (d) MMR for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination, give two (2) doses of MMR, four (4) weeks apart.
 - (e) Varicella (chickenpox) for HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give two(2) doses of varicella vaccine, four (4) weeks apart.

- (f) Tetanus, diphtheria, pertussis - give all HCP a Td booster dose every 10 years, following the completion of the primary a three (3) dose series. Give a one (1) time dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP.

5) CQI

Bidders shall consistently perform CQI in all areas related to their Personnel. CQI must meet the requirements set forth in Section II.C. "Clinical and Personnel" and OCEMS Policy 385.00.

2. MEDICAL ADMINISTRATION

a. 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.

Selected bidders 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.

D. MANAGEMENT

1. ADMINISTRATION PROVISIONS

- a. Payments are for Procurement Costs, County Compliance Monitoring, and Contract Management.

OCEMS is the Local Emergency Medical 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.

Selected bidders shall pay OCEMS the following amounts per patient transport from calls originating from the 9-1-1 system.

TABLE 7: Per Patient Transport Fees

Fiscal Year	Transport Fees
FY2020/21	\$13.61
FY2021/22	\$13.90
FY2022/23	\$14.20
FY2023/24	\$14.51
FY2024/25	\$14.83

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 30 business days after invoice from the County. The first payment for this contract will be invoiced after the fourth quarter of calendar year 2020 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 bidder's contracts.

b. Accounting Procedures

1) Invoicing and Payment for Services

OCEMS shall render its invoice to the selected bidder for costs and penalties due within 30 calendar days of OCEMS' receipt of the monthly performance reports, and after determination of the penalties. The selected bidders 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 30 calendar day period. If a dispute has not been resolved to OCEMS or the selected bidder's satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

2) Audits and Inspections

- a) Maintain separate financial records for services provided through this solicitation, in accordance with generally accepted accounting principles. Financial records shall be categorized and easily searchable by an assigned EOA identifier. With reasonable notification and during normal business hours, OCEMS shall have the right to review any and all business records including financial records pertaining to the required services. All records shall be made available to OCEMS at the selected bidder's Orange County 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.
- b) On an annual basis, provide OCEMS with audited financial statements by certified public accountants for ambulance operations in Orange County and/or separate business records of financial accounting of any other businesses that share overhead with the ambulance service operation.
- c) Selected bidders 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.

c. 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.ocalthinfo.com/ems.

d. Annual Performance Evaluation

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

- 1) Response Time performance standards assessed with reference to the minimum requirements in the contract.
 - 2) Clinical performance standards assessed with reference to minimum contract requirements.
 - 3) Operational performance standards assessed with reference to minimum contract requirements.
 - 4) Financial performance standards assessed with reference to minimum contract requirements.
 - 5) Initiation of innovative programs to improve system performance.
 - 6) Compliance with information reporting requirements.
- e. Service Charges
- 1) Selected bidder shall not charge patients for the provision of the required services more than the maximum rates set by the Orange County Board of Supervisors for the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. OCEMS Policy 715.00 describes the currently approved annual rate adjustment to the one (1) Maximum BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. Selected bidders shall adhere thereto, set forth therein. In addition, selected bidder must also adhere to the following:
 - a) Maximum ALS Paramedic Assessment and Transportation and ALS Medical Supply Rates.

The selected bidder shall be responsible for establishing an agreement or other arrangement with the ALS Service Provider to ensure reimbursement of the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply rates to the ALS Service Provider. Together, the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply Rates shall constitute the ALS Reimbursement Rate. Selected bidders will be responsible for directly paying the ALS Reimbursement Rate according to their agreement.
 - 2) Zero-Pay Patients

ALS Service Provider shall not require selected bidders to pay the established ALS 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 bidders may seek relief from making the required reimbursement payments to ALS Service Provider by applying for a zero-pay patient Exemption as provided below.
 - 3) Risk of Non-Payment

Except as provided otherwise herein, selected bidders assume the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with performance of the services described in the RFP, including all BLS and ALS charges and the ALS Reimbursement Rate, as described above.
 - 4) Medicare Patients

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

- 5) Billing, Audit, and Access to Records
 - a) Selected bidder 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.
 - b) Selected bidder shall establish and demonstrate 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:
 - (1) BLS
 - (2) Patient Name
 - (3) Chief complaint (billed)
 - (4) EOA
 - (5) Response location including zip code
 - (6) BLS Transport
 - (7) ALS Assessment/BLS Transport
 - (8) ALS Escort
 - (9) 9-1-1 Responses without transport
 - (10) Day/Month/Year/Time
 - (11) Patient care record number
 - c) Selected bidder shall perform CQI on their billing process within the terms of Section II.B.1. "Continuous Quality Improvement" of the RFP and OCEMS Policy 385.00.
- 6) Accounting

Selected bidder must maintain accurate and complete records of all patient accounting in accordance with generally accepted accounting principles and practices consistently applied. Selected bidder must also provide, at no cost to OCEMS, access to such records and information upon 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:

 - a) Patient invoices
 - b) All service charges
 - c) All reimbursements
 - d) All payments made to other providers
 - e) Invoices, payments, and correspondence to and from private insurers, federal or state health care programs, responsible third parties, and OCEMS
- 7) Submission of Claims

Selected bidder must submit timely and accurate claims for services provided. A third party billing agent may be used for this purpose and must meet the requirements of this RFP.
- 8) Zero-Pay Patient Exemption Requests

Selected bidders will not be required to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero pay patients" are those calls for service to (1) uninsured patients who do not have any medical insurance, and (2) patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services (CCS); and/or (d) Medical Safety Net Program (MSN). Patients who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." Selected bidder may seek relief from making the required reimbursement payments to the ALS Services Provider by applying for a Zero Pay Patient Exemption.

f. Contract Breach Affecting Health and Safety

- 1) 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, and the County terminates the contract with the existing selected bidder, the selected bidder shall cooperate fully with OCEMS to affect a seamless transition so as to allow the second ranked bidder take over the provision of the Services. Upon termination of the contract with the selected bidder, the County reserves the right to award the contract to the second highest ranked proposal without conducting another solicitation/RFP or otherwise proceed as deemed in the public interest.
- 2) In the event of determination by OCEMS that the selected bidder 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 bond shall be subject to immediate release of funds to the County.

g. 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 bidder in each EOA as the alternate service provider in the event the selected bidder is unable to fulfill the terms of the contract within one (1) year of the start date of awarded contract.

h. Transition Planning - Competitive Bid Requirement

Selected bidder acknowledges that OCEMS intends to conduct a competitive process for procuring the provision of the required services within OCEMS' EOAs prior to the termination of the contracts that result from this solicitation. Selected bidder acknowledges and agrees that OCEMS may select a different ambulance service provider to provide the subject services following the competitive process, and to reasonably extend its obligations hereunder if such extension is necessary to complete such process, including but not limited to, any reasonable decisions to cancel and restart such process.

i. General Provisions

1) 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 bidders 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 bidders 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.

2) Compliance with Laws and Regulations

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

3) Observation and Inspections

- a) 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.
- b) At any time during normal business hours, and as often as may be reasonably deemed necessary by OCEMS, OCEMS may observe office operations, and selected bidder 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.

4) Notice of Litigation or Investigations

Selected bidder shall agree to notify OCEMS within 24 hours of any actual, threatened or potential litigation, state investigation, or federal investigation related to the bidder's operations.

2. PENALTY PROVISIONS

In the event that the selected bidder fails to meet the terms of the contract, penalties may be assessed by OCEMS for such failure.

a. Response Time Compliance Penalties

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance. To remedy a selected bidder'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 bidders 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 8 “Per Call Response Time Penalties”).

TABLE 8: 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

b. EOA Non-Compliance Penalties

In addition to the per call response time penalties for individual late responses, penalties shall be assessed on an escalating scale when overall response time compliance falls below 95% for any EOA within a given month if:

- a) The selected bidder achieves less than a 95% overall response time within an EOA for any two (2) months in any six (6) consecutive months; or
- b) The selected bidder fails to comply with the Response Time standard of 95% in the same response code category for any two (2) months within any consecutive six (6) month period.
- c) Continued EOA Non-Compliance, as set forth herein, may constitute grounds for breach of contract and lead to termination of the contract.

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

TABLE 9: Penalties for EOA Non-Compliance

EOA Performance	Penalty
94%-94.9%	\$2,000
93%-93.9%	\$4,000
92%-92.9%	\$6,000
91%-91.9%	\$8,000
90.9% and less	\$10,000

c. Data Deficiencies

Data is submitted/transmitted to OC-MEDS by the selected bidder for oversight and monitoring purposes. Attention to data quality and compliance with local data standards is critical to adequately measure and demonstrate contract performance. Selected bidder is afforded a grace period of 10 business days to submit any outstanding records and make requests for amendments to data. Any record still observed to be deficient after the period will be subject to penalties defined by TABLE 10. OCEMS will monitor each EOA record submitted to OC-MEDS, regardless of the call outcome, based on OC-MEDS Data Standards defined by OCEMS Policy 300.31.

TABLE 10: Penalties for Data Non-Compliance

Data Deficiency	Penalty
Per incident number	\$5

TABLE 11: Defining Data Deficiencies

ImageTrend Field
Reference OCEMS Policy 300.31 – OC-MEDS Data Dictionary for required EATS Contract data elements

d. Failure to Respond

In the event the selected bidder 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 be defined as any call request made for 9-1-1 emergency ambulance transport for which

the selected bidder fails to dispatch and/or no ambulance responds within one (1) hour of call receipt.

Prior to imposition of any penalty for a bidder'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.**

e. Use of Instant Aid/Mutual Aid

Selected bidders maintain all obligations listed in the RFP when using Instant Aid/Mutual Aid.

Selected bidders 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 persons in need of such services within those areas. Bidder must identify any areas located within the EOA, as a part of the bid process, that they feel may be best served through execution of satisfactory Instant Aid/Mutual Aid and provide a template or demonstration of a current Instant Aid/Mutual Aid Agreement.

Selected bidders must submit a list of proposed ambulance providers that will provide Instant Aid/Mutual Aid support, for OCEMS approval before the start of the contract. Ambulance providers identified for Instant Aid/Mutual Aid support must demonstrate, and maintain, compliance with Section II. B. 4. and 5. of this RFP prior to the start of the contract. If the Instant Aid/Mutual Aid ambulance providers cannot meet all data reporting aspects of this document OCEMS will not approve them for Instant Aid/Mutual Aid support.

- 1) Pending OCEMS approval of selected bidders identified area best served through execution of satisfactory Instant Aid/Mutual Aid, selected bidders must notify in writing:
 - a) Applicable PSAP(s) and Fire Agency Dispatch Centers of the ambulance provider that will be the primary responder into the identified area within the awarded EOA.
 - b) Applicable OCEMS approved ambulance providers providing Instant Aid/Mutual Aid to the awarded EOA of the RFP requirements including Section II.B.8. "Inspections of Vehicles, Records, and Crew Quarters".

In the event that a proposed Instant Aid/Mutual Aid ambulance provider becomes non-compliant with Section II. B.4. and 5. of this RFP, or becomes non-compliant in any other OCEMS licensure requirements, selected bidders will be required to become the primary responder into the identified area. OCEMS may approve the proposed Instant Aid/Mutual Aid ambulance provider to resume Instant Aid/Mutual Aid to the selected bidders identified area, pending demonstration of correction of non-compliant areas. Selected bidders will immediately inform all appropriate parties of any change in deployment using the notification process listed in Section II. D. 2. e) (1) of this RFP.

Selected bidders will be assessed penalties, as defined in TABLE 8 "Per Call Response Time Penalties", for non-compliant response times by Instant Aid/Mutual Aid support ambulance providers responding within the awarded EOA. Selected bidders failure to report all occurrences of mutual aid will be subject to the penalties outlined in TABLE 12 "Additional Penalties".

SERVICE DESCRIPTION AND REQUIREMENTS
SECTION II

Excessive Instant Aid/Mutual Aid will be determined at the discretion of OCEMS should the selected bidder receive Instant Aid/Mutual Aid support from a specific agency or neighboring EOA, more than 200% of the Instant Aid/Mutual Aid support that it provides the specific agency. Should OCEMS determine that Instant Aid/Mutual Aid support is excessive, the selected bidder shall pay OCEMS \$250 per response over the 200% threshold.

All subcontracts require OCEMS approval prior to implementation and must meet all requirements of this RFP.

f. Additional Penalties

OCEMS may impose financial penalties for other performance deficiencies, and may impose a penalty of up to \$10,000 per incident for any deficiency not specifically addressed in TABLE 12 “Additional Penalties”.

TABLE 12: Additional Penalties

Performance Deficiency	Criteria	Penalty
Failure to meet requirements of data and reporting management	Section VIII. Data and Reporting Management Data Deficiencies Definition	Up to \$10,000 per deficiency dependent upon OCEMS’ assessment of frequency, severity, and responsiveness regarding the deficiency.
Failure to identify the EOA in which incident truly occurs	Accurately assign the EOA designator to each call for service	
Failure to accurately complete PCR in accordance with OCEMS policy	Accurately complete PCR for each patient care interaction pursuant to OCEMS policies.	
Failure to accurately complete PCR in accordance with Contact Requirements	Accurately complete PCR for each unit dispatched to an incident, regardless of call outcome	
Failure to ensure equipment and supplies on board an emergency ambulance	All emergency calls shall be responded to by a 9-1-1 emergency ambulances stocked with non-expired equipment and supplies	
Failure to ensure ambulances and associated equipment responding inside of EOA meet OCEMS cleaning policy standards	OCEMS policy 720.50, VIII. “Cleaning Standards For Ambulances and Ambulance Equipment”	
Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	

SERVICE DESCRIPTION AND REQUIREMENTS
SECTION II

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	
Failure to communicate Clinical, Operational, or Systematic Errors	OCEMS identification of any deficiency that contract should have reasonably self-identified through routine monitoring and CQI.	
Failure to operate within the parameters set forth in this contract	All requirements set forth in subheadings, including EOA specific data pertaining to all operations, billing, human resources, and logistics	
Improper certification	Staffing an ambulance with improperly certified personnel	

a. **Penalty Disputes**

Selected bidders may dispute, in writing, within 10 calendar days of receipt of notification of the imposition of any penalty or penalty calculation by OCEMS. OCEMS shall within 30 calendar days from the date of the dispute letter sent by selected bidder review the dispute and make a decision to eliminate, modify, or maintain the disputed penalty. Should the selected bidder desire to appeal the OCEMS's decision regarding the dispute, a written request must be submitted to the OCEMS Medical Director within five (5) calendar days of date of the letter sent by the selected bidder. A selected bidder's appeal to the OCEMS Medical Director shall constitute the selected bidder's exclusive remedy to challenge the decision by OCEMS regarding the disputed penalty. All decisions by the OCEMS Medical Director shall be considered final.

b. **CQI**

Bidder shall consistently perform CQI in all areas related to the penalties that they receive. CQI must meet the requirements set forth in Section II.B.1. "Continuous Quality Improvement" and OCEMS Policy 385.00.

c. **TABLE 12 Penalty notification process**

This process is not applicable to fines in TABLE 8, TABLE 9, or TABLE 10.

Selected bidder is expected to comply with all terms and conditions of the contract. In the instance that OCEMS discovers or observes a deficiency in the performance of the contract with respect to any provisions of the contract, the penalties outlined in TABLE 12 "Additional Penalties" may be applied.

Each heading of the contract clauses or provisions will be observed as a group (e.g. Response Time Operations, Dispatch Operations, etc.). A deficiency in any area under the heading may receive a written notice from OCEMS following the process below:

1) **First/initial discovery/observation of deficiency**

Within 10 calendar days of OCEMS' discovery of selected bidder's deficiency(ies) OCEMS will notify selected bidder, in writing, of the deficiency. A corrective action plan (CAP) will be required with a specified completion date.

2) Second notice of observation of same deficiency

Within 10 calendar days of OCEMS' observation of selected bidders deficiency(ies) OCEMS will notify selected bidder, in writing, that the observed deficiency has continued, and was not corrected with the CAP. In addition, the letter will inform of the penalty that will be incurred if the deficiency is not corrected.

3) Third observation of same deficiency

Within 10 calendar days of OCEMS' observation of selected bidder's deficiency(ies) OCEMS will notify selected bidder in writing, of the incurred penalty.

4) Subsequent Deficiencies

Within 10 calendar days of OCEMS' observation of selected bidder's deficiency(ies) OCEMS will notify selected bidder in writing, of the incurred penalty.

E. EMS SYSTEM AND COMMUNITY COMMITMENT

1. PARTICIPATION IN EMS SYSTEM DEVELOPMENT

OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and mutual aid response. Therefore, selected bidder 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

Selected bidder must have current Commission on Accreditation of Ambulance Services (CAAS) Accreditation.

3. HANDLING SERVICE COMPLAINTS

Selected bidder must develop and maintain a log for service complaints, provide prompt response and follow-up to such complaints. Such responses shall be subject to limitations imposed by patient confidentiality restrictions.

4. CLINICAL INQUIRIES AND RESOLUTIONS

Selected bidder must refer copies of any inquiries and resolutions of a clinical nature to the OCEMS Medical Director within 24 hours of receiving the inquiry and resolution, as applicable.

5. PATIENT SATISFACTION PROGRAM

Selected bidder must 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. Selected bidder must submit to OCEMS, PSP data and findings quarterly, within 10 calendar days after the end of the quarter. All data will be reported on the OCEMS website at www.ochealthinfo.com/ems along with the midyear and annual reports. The PSP may be developed and implemented in cooperation with the 9-1-1 ALS Service Provider(s), and shall include, but not be limited to:

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

6. PUBLIC EDUCATION

Selected bidder must develop and implement public education programs to improve community health and education that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. Selected bidder must also develop a quarterly training plan that includes a list of programs and associated objectives to be offered for the ensuing quarter.

At a minimum, selected bidder will provide one (1) educational health based program per month. The educational health based program shall be held at least one time per calendar year, in each city within the EOA. In the event that selected bidder is awarded multiple EOAs, each EOA must meet the same standard.

F. FUNCTIONAL RESPONSIBILITY

Selected bidder shall provide the subject services, in accordance with California Health and Safety Code Sections 1797 et seq., and their implementing regulations, as well as applicable Orange County Ordinances, as they exist now or amended hereafter. All costs associated with the services referenced in this RFP shall be the sole responsibility of the selected bidder, unless otherwise stated.

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

Selected bidder is expected to perform 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services to the complete satisfaction of OCEMS, which, in addition to other descriptions elsewhere in this RFP, shall include, but not be limited to:

1. Basic Services

- a. Provide the subject services 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.

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 Basic Life Support emergency ground ambulance service provider, as authorized by contract with the County.

3. Service Operations

Selected bidder shall have exclusive rights to all 9-1-1 emergency ambulance calls originating in its awarded EOA(s). There are areas on the periphery of the EOA, however, where the nearest 9-1-1 BLS 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 BLS emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid Agreements with the ambulance service provider responding from the neighboring ambulance zone.

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Bidders should review all requirements and instructions to ensure that each requirement is clearly addressed in the proposal.

A. BIDDERS' ELIGIBILITY TO CONTRACT WITH COUNTY

In order to be eligible to enter into a contract with the County, an individual or entity must not be listed on the current Cumulative Sanction List of the Office of the Inspector General (U.S. Department of Health and Human Services) or the General Services Administration's list of parties excluded from federal programs, or the California Medi-Cal Suspended and Ineligible Provider List. **Accordingly, County will not review any proposal submitted by an individual or entity found to be on any of these lists and the proposal will automatically be rejected.** County will notify the bidder of this determination in writing.

County plans to use the following links 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 Medi-Cal Suspension Search Database.

It is the sole responsibility of all bidders to verify that they are not on any of these lists prior to preparing, and submitting, a proposal in response to this RFP. Correction of any errors found on any of the lists, above, is the sole responsibility of the bidder and must be made prior to submission of the proposal.

In addition, in order to be eligible to enter into a contract with the County, an individual or entity must not have any pending charge(s) or conviction(s) for violation of criminal law(s) and/or any sanction(s) or disciplinary action(s) imposed or taken against them by any federal or state law enforcement, regulatory or licensing agency or body, including exclusion from Medicare and Medicaid programs. Accordingly, all bidders **must self-disclose with explanation, or deny the existence of, this information** pertaining to their principals, executives, and managers directly involved with the performance of the services solicited herein in Attachment II. Form C "Bidder's Certifications".

B. REJECTION OF PROPOSAL(S)

HCA reserves the right to reject any proposal at any time during the RFP process on the basis of any substantiated actual and/or apparent conflict of interest regarding the performance of the proposed services solicited under this RFP. All bidders must self-disclose any potential and/or actual conflict of interest(s) in Attachment II. Form C "Bidder's Certifications". Any bidder submitting a proposal herein waives any right to object to County'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.

As soon as County has determined that a bidder has a conflict of interest as stated herein, County will provide written notification of such conflict and rejection of the proposal.

County also reserves the right to reject any proposal at any time during the RFP process on the basis of any one or more of the following substantiated grounds:

1. Evidence of collusion amongst bidders;

2. Lack of such business skills and/or financial resources necessary and appropriate to successfully operate the services solicited in this RFP, as revealed by either the financial statement or experience statement;
3. Default on, or unpaid, County debt;
4. Default on any obligation to County;
5. Current or past failure to perform in good faith any obligation of a contract with County, as determined by County;
6. Ineligible to enter into a contract with the County, as set forth in Section III.A Bidders' Eligibility to Contract with County".

All proposals submitted past the submission deadline stated in this RFP will be rejected. All proposals that are irregular, incomplete, conditional, ambiguous, obscure or consequential variations from the RFP requirements will be rejected.

County will provide a written notification of the grounds upon which a proposal is rejected.

C. MINOR IRREGULARITIES AND DEFICIENCIES IN PROPOSALS

A proposal will not be rejected for containing a minor irregularity or when a defect or variation is immaterial or inconsequential.

A minor irregularity means a defect or variation which is merely a matter of form and not of substance, such as, failure of the proposal to return the required number of copies of signed proposals or apparent clerical errors. Immaterial or inconsequential means that the defect or variation is insignificant as to quality when contrasted with the scope of the services in this RFP.

All bidders will be notified in writing of minor irregularities contained in their proposals, and will be given an opportunity to cure any deficiency contained in their proposals resulting from a minor irregularity. County reserves the right to waive any and all minor irregularities in lieu of seeking corrections thereof. All requests for correction of minor irregularities or notification of waiver thereof will be given to bidders in writing.

D. NON-RESPONSIVE PROPOSAL(S)

Any proposal which fails to conform to the essential requirements of this RFP, such as specifications, may be rejected as non-responsive.

County will provide a written notification of rejecting non-responsive proposals, which will state the specific grounds for the rejection. Therefore, it is the sole responsibility of the bidders to ensure their proposals are conforming and responsive to all requirements of this RFP.

E. MINIMUM SUBMISSION REVIEW

Bidders may submit a proposal for one (1) or more of the five (5) EOAs, which may result in a bidder being awarded a contract for one (1) or multiple EOAs. All bidders will be pre-qualified by

HCA Contract Services to determine their eligibility to proceed to the next stage in the RFP process, namely the evaluation stage.

The minimum submission review will consist of a compensation plan analysis to review and audit all business records and related documents of the bidder (including an affiliated or parent company) to ensure the bidder: 1) is capable of independently operating in each of the EOAs for which the bidder has submitted a proposal, and 2) meets all of the requirements of this RFP and a reference check reported on Attachment II.F. "References" By submitting a proposal, bidders give County and the evaluation panel members the authorization to perform these functions.

If the assessment concludes that the bidder's is not capable of independently operating in each of the EOAs the bidder has submitted a proposal for and/or does not meet all of the RFP requirements, the bidder's proposal will be deemed non-responsive in its entirety and will not proceed to the evaluation stage.

F. RECEIPT OF PROPOSAL(S)

Upon receipt, each proposal will be noted with a separately identifiable proposal number, stamped with the date and time of receipt, and logged in as received.

All proposals received prior to the submission due date will be kept unopened and secured in a locked receptacle until the submission due date. A Public Bid Opening will be held on [DATE/TIME] at HCA Contract Services Division, 405 W. 5th Street, Suite 600, Santa Ana, CA 92701.

G. EVALUATION OF PROPOSALS

One five (5) member evaluation panel will be established to score the proposals for all five (5) EOAs, consisting of representatives of the County and/or members of the community having direct medical and emergency transport job knowledge and expertise of the services described in this RFP. The evaluation process will consist of a thorough review of the written proposals.

Proposals will be evaluated on the basis of the written responses to all requirements in this RFP. Each written proposal should be complete and demonstrate a thorough understanding of the needs of the County with respect to bidder's desire to provide the services solicited by the RFP. All personnel assigned to the performance of the services, including confirming the accuracy and validity of all references submitted with the proposal will be closely evaluated by County Administration and the Evaluation Panel. The successful bidder must demonstrate in their proposal the ability to provide said services as described in Section II.

Step 1 – Minimum Submission Requirements Review (Pass/Fail)

Step 2 – Evaluation Panel Review

In accordance with the following criteria, the evaluation panel will evaluate all responsive proposals.

Evaluation Criteria

A proposal that successfully passes the minimum submission review stage and is not rejected on the basis of the grounds stated in the RFP will be evaluated by members of the evaluation panel, using the following criteria:

TABLE 13 EVALUATION SCORING CRITERIA

Category Title	Maximum Points	Total Points per Category
Minimum Submission Review		Pass/Fail
Provider Experience & Qualifications	5.00	5
Operations <i>- Proposed Continuous Quality Improvement</i> <i>- Proposed Operations</i> <i>- Proposed Response Time Operations</i> <i>- Proposed Dispatch Operations</i> <i>- Proposed Data Management</i> <i>- Emergency Response Communication Systems</i> <i>- Facilities, Supplies, and Equipment</i>	20.00 10.00 5.00 5.00	40
Clinical & Personnel <i>- Proposed Medical Administration</i> <i>- Proposed Clinical Levels & Staffing Requirements</i>	10.00 10.00	20
Management <i>- Administrative and Penalty Provisions</i>	20.00	20
EMS System & Community <i>- EMS System & Community Commitment</i>	10.00	10
Functional <i>- Proposed Functional Responsibility</i>	5.00	5
Total Points	100.00	100

**PROPOSAL PREPARATION AND EVALUATION
SECTION III**

	First Evaluation Panel Member	Second Evaluation Panel Member	Third Evaluation Panel Member	Fourth Evaluation Panel Member	Fifth Evaluation Panel Member	Averaged Score	Rank
Proposal #1 for EOA A	90 points	88 points	91 points	89 points	88 points	89.2 points	2
Proposal #2 for EOA A	92 points	90 points	90 points	91 points	89 points	90.4 points	1

Step 3 – Final Recommendation by HCA to County Board of Supervisors for Award.

H. SELECTION OF PROPOSAL(S) AND AWARD OF CONTRACT(S)

Selection of a proposal for each EOA will be based solely on the highest score of the corresponding proposal for the EOA. The evaluation panel will recommend the two highest ranked proposals for consideration of an award of a contract by the Board of Supervisors. Only the highest ranked proposal will be considered for an award of a contract for the services solicited under this RFP. However, only in the event the bidder with the highest ranked proposal is unavailable, incapable or unwilling to continue with the RFP process, and/or unwilling to accept all the terms and conditions of the template contract contained in Attachment I, the bidder with the second ranked proposal will be considered for an award of a contract.

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

HCA will issue a “Notice of Intent to Award Contract” (Notice) for each EOA to all participating bidders and submit copies of that Notice to the Clerk of the Board of Supervisors. In the event the selected bidder does not confirm in writing that it is willing, available and capable to be considered for a final contract award, and willing to accept all the terms and conditions of the template contract contained in Attachment I “Contracting Requirements”, the bidder with the second ranked proposal will be considered for an award of a contract instead, as consistent with the process described herein.

The following are the submission requirements for a Bidder to be considered as an eligible candidate to be evaluated for the requested services described in this RFP. Should any of this information be missing, the Bidder may be deemed non-responsive.

Provide the information requested below in one (1) file per the instructions in Section I. H. “General Instructions for Submittal”. Failure to provide and/or disclose requested information and/or documents may result in disqualification of your proposal.

A. Cover Page/Executive Summary

All Proposals must be accompanied by a cover letter of introduction and executive summary of the proposal including what Regions your organization is bidding on. The cover letter must be signed by person(s) with authority to bind the Bidder together with the main office address, and telephone number (including area code). If the Bidder is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed proposal submission is grounds for rejection of the proposal and disqualification from further participation in this RFP process.

B. Complete the Agency Description Form (Form B – Attachment II). Ensure Form B and Bidder’s Certification (Form C – Attachment II) are signed prior to scanning and uploading into BidSync.

C. Complete the Bidder Certifications Form (Form C – Attachment II).

D. Complete the Board of Directors Form (Form D – Attachment II).

E. Provide three (3) letters from professional references of organizations that have direct knowledge of your performance within the last year and will corroborate that your performance for the requested services meets the requirements of this solicitation. Reference letters must be submitted on the organization’s letterhead and signed by an individual that has the authority to sign on behalf of the named organization. Letters of Reference must include the following information; type of services provided, contract term dates, contract funding amount, and statement regarding satisfactory performance.

F. A pro forma budget (Attachment III) for the five (5) years of operations under the proposal.

G. 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 contracts.
 - 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. If the winning bidder(s) does not have the requested licenses and accreditations, they must possess them before the contract start date, the winning bidder must possess these licenses/ accreditations.
 - 8. Recent financial statement prepared by an independent Certified Public Accounting (CPA) firm.
 - 9. Table of contents from the organization's policies and procedures manual covering daily operations and emergency procedures (medical, fire, etc.). If a policies and procedures manual does not exist, provide a plan and time frame for development.
 - 10. 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.
 - 11. Data Universal Number System (DUNS): A unique nine-digit identification number required by the federal government as part of their financial request and reporting process, which can be obtained free of charge from Dun and Bradstreet's website (www.dnb.com) or by calling (866) 705-5711. Every bidder is required to provide a DUNS number regardless of the funding source of this solicitation.
- H. Any audits, reviews, or inspection reports completed by a CPA firm, regulatory agency (e.g., Occupational Safety and Health Administration, Local EMS Agency), or other government agency within the last 12 months.
- I. Provide a list of commitments, and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect your organization's ability to perform the contract.
- J. Attach detailed information regarding past, current, or threatened litigation, liens, or claims (including claims filed or pending with Financial Industry Regulatory Authority and/or with the Security Exchange Commission) within the past five (5) years involving your company, or any company your company holds a controlling interest in, or any company that holds an interest in your company, or any of the principal officers of your company that has also involved the County of Orange or any of its officers or agencies.
- K. Provide a description of any active litigation and resolution, performance issues and/or audit or review of any contractual documents (e.g., invoices, units of service reports, etc.) within the last five (5) years that resulted in a corrective action plan, reimbursement of money to funder,

investigation, and/or termination of any agreements or contracts between your organization and any government entities and/or private organization. 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. For each litigation and or performance issue include:

1. The type of contracts, 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 re-occur in future contracts.

Provide the information requested below in one (1) file per the instructions in Section I. H. “General Instructions for Submittal”. For each Region, please have a page limit of 200 pages. Failure to provide and/or disclose requested information and/or documents may result in disqualification of your proposal.

A. PROVIDER EXPERIENCE AND QUALIFICATIONS

(QUESTIONS # 1-4 ARE APPLICABLE TO ALL REGIONS) Limit response to three (3) pages per question.

1. Complete the Related Service Experience Form (Form D – Attachment II) to describe your past and present experience in providing services related to the target population defined in Section II.A.
2. Describe 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.
3. Describe your organization’s experience and ability to provide timely, professional and safe out-of-hospital medical care.
4. Describe your organization’s experience and ability to provide a 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.
5. Describe your organization’s experience and ability to provide 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.

B. OPERATIONS

I. CONTINUOUS QUALITY IMPROVEMENT PLAN

(QUESTIONS # 1-4 ARE APPLICABLE TO ALL REGIONS) Limit response to three (3) pages per question.

1. Describe your organization’s continuous quality improvement (CQI) program, including training for personnel. Submit a copy of your current CQI Plan.
2. Describe the CQI process that your organization’s 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.
3. Describe the CQI indicators, outcomes and performance improvement measures your organization has 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.

4. Describe your organization's plan to participate in CQI committees and audit processes.
5. Provide documentation of demonstrated use of CQI. If you do not have a documented example, provide the methods you would use.
 - a. How you used quality assurance to identify the deficiency.
 - b. How the deficiency was corrected through following your CQI program.

II. RESPONSE TIME OPERATIONS

(QUESTIONS # 1-4 ARE APPLICABLE TO ALL REGIONS) Limit response to three (3) pages per question.

1. Describe the methods and strategies your organization 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
2. Describe your organization's ability to document all times necessary with the CAD database to meet requirements of response time and response time measurement methodologies.
3. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
4. Provide documentation to demonstrate your organization's 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.

III. RESPONSE TIME OPERATIONS

(QUESTIONS # 5-8 ARE REGION SPECIFIC QUESTIONS: TO BE ANSWERED FOR EACH REGION THAT A BIDDER IS PROPOSING. CLEARLY IDENTIFY THE REGION FOR WHICH THE RESPONSE APPLIES. INSERT A COVER PAGE FOR EACH REGION. IF A BIDDER IS NOT PROPOSING ON A PARTICULAR REGION, BIDDER MUST INDICATE THE REGION AS N/A) Limit response to three (3) pages per question.

5. Provide mutual aid agreement to be used to establish instant aid/mutual aid response.
6. Describe how you will measure the use of instant aid/mutual aid so that it will not exceed the 200% threshold listed in the RFP.
7. Describe your organization's proposed fleet size in relation to peak load coverage requirements and fleet standardization policies. Describe the methods and strategies that your organization will use to expand the total number of ambulances available for use within the EOA during times of high volume for emergency calls.
8. Describe your organization's 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 mandatory overtime requirements.

- f. Describe how you will monitor workloads for personnel assigned to 24-hour units.
- g. Describe the method that your organization will use quality assurance and continual quality improvement to identify correct response time performance problems.

IV. DISPATCH OPERATIONS

(QUESTIONS # 1-4 ARE APPLICABLE TO ALL REGIONS)

- 1. 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.
- 2. Describe your organization's plan for providing 24/7 operation of the EMS dispatch system.
- 3. Provide job descriptions for 9-1-1 emergency ambulance dispatchers and dispatch supervisors.
- 4. Describe your organization's evaluation and orientation process for dispatch employees, to include training to radio operations, ReddiNet, protocols, and emergency response areas served.

V. DISPATCH OPERATIONS

(QUESTIONS # 5-6 ARE REGION SPECIFIC QUESTIONS: TO BE ANSWERED FOR EACH REGION THAT A BIDDER IS PROPOSING. BIDDER MUST CLEARLY IDENTIFY THE REGION FOR WHICH THE RESPONSE APPLIES. INSERT A COVER PAGE FOR EACH REGION. IF A BIDDER IS NOT PROPOSING ON A PARTICULAR REGION, BIDDER MUST INDICATE THE REGION AS N/A)

- 5. Describe the way in which your organization will staff the dispatch center to meet the contract requirements in the EOA, to include:
 - a. Position and number of positions dedicated to the EOA.
 - b. Qualifications, e.g. Certified EMT, Paramedic, RN, or National Association of Emergency Medical Dispatchers, Emergency Medical Dispatch, Emergency Telecommunicator Course certification.
 - c. Dispatch Certification and CPR Certification expiration date.
- 6. Describe your organization's 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 mandatory overtime requirements.
 - f. Describe how your organization will monitor workloads for personnel assigned to 24-hour units.
 - g. Describe the method your organization will use for quality assurance and continual improvement to identify correct response time performance problems.
 - h. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

VI. DATA MANAGEMENT

(QUESTIONS # 1-6 ARE APPLICABLE TO ALL REGIONS)

1. Describe the training and education that will be provided on PCR documentation, and include at a minimum:
 - a. Accurate documentation on each PCR.
 - b. Completion of documentation prior to leaving the emergency receiving center.
 - c. Posting and/or transmitting completed PCR to OC-MEDS immediately upon completion.
2. Describe proposed operational, and administrative data monitoring as it relates to the following:
 - a. Process of accurately capturing all data and time elements associated with a response.
 - b. Data auditing process.
 - c. Reconciliation of inaccurate data.
 - 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 inside or outside EOA when using dedicated EOA equipment.
3. Response Time Compliance - Describe how your organization will identify reasons for late responses and how your organization will use results to prevent future deficiencies. Provide the following:
 - a. Cancelled calls reports.
 - b. Amendment reports and resolution.
4. Describe the Patient Care Reporting System (PCRS) you are currently using to document patient care and transportation. Provide the following:
 - a. Vendor name
 - b. Software Version

If your organization is not using a PCRS, describe how your organization will successfully post / transmit data to OC-MEDS in real time. Provide the following:

- a. Experience submitting data to other NEMSIS compliant web services
 - b. Experience developing / submitting Custom Data Elements consistent with NEMSIS standards.
 - c. Describe how your organization will become compliant with all required elements as defined by OCEMS Policy 300.31 (OC-MEDS Data Dictionary).
5. Has your organization's PCRS been certified compliant with the National EMS Information System (NEMSIS) Standard? Provide the following:
 - a. Compliance certification date
 - b. Compliance level
 6. Is your PCRS certified compliant with the most current version of the National Emergency Medical Services Information System (NEMSIS)?

Before the contract start date, the winning bidder must demonstrate that the PCRS is compliant with the Orange County Medical Emergency Data System (OC-MEDS) by completing the data submission testing process in OCEMS Policy #300.32.

VII. DATA MANAGEMENT

(QUESTION #7 IS A REGION SPECIFIC QUESTION: TO BE ANSWERED FOR EACH REGION THAT A BIDDER IS PROPOSING. BIDDER MUST CLEARLY IDENTIFY THE REGION FOR WHICH THE RESPONSE APPLIES. INSERT A COVER PAGE FOR EACH REGION. IF A BIDDER IS NOT PROPOSING ON A PARTICULAR REGION, BIDDER MUST INDICATE THE REGION AS N/A)

7. Identify the data service administrator(s) that will manage day-to-day operational needs, as it pertains to the Patient Care Reporting System (PCRS) used and document training for service administrators.

VIII. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

(QUESTIONS # 1-5 ARE APPLICABLE TO ALL REGIONS)

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. Motorola 800 MHz mobile radio system.
 - d. Mobile data computer-radio system.
 - e. UHF Med 9 Radio.
 - f. Personal computer(s).
 - g. Secondary dispatch response system.
2. Provide a detailed description of the operational design for your organization's Emergency Response Communication System and methods for dispatching ambulances.
3. Describe the method that will be used to provide communication among the selected bidders dispatch center, the selected bidders 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.

IX. FACILITIES, SUPPLIES AND EQUIPMENT

(QUESTIONS # 1-13 ARE APPLICABLE TO ALL REGIONS)

1. Describe how equipment is selected for use and the procedure that ensures such equipment is properly maintained.
2. Provide a detailed list of equipment, supplies including quantities and brand names to be carried on each ambulance.
3. Describe your organization's policies and procedures for daily maintenance, operational checks (including medical preparedness of equipment and supplies), and documentation of daily maintenance and operations checks.
4. Describe your organization's plan to ensure availability of all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill obligations for a minimum of 15 calendar days.
5. Submit qualifications of maintenance personnel to be utilized including maintenance program managers.
6. Describe your organization's proposed maintenance practices, including the name(s) and location(s) of maintenance services.

7. Describe your organization's 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.
8. Document your organization's previous three (3) year vehicle failure rate including units in route, at scene, or with a patient on board.
9. Describe your organization's proposed policies regarding timing of equipment replacement and preventative maintenance incentive programs.
10. Provide a list of all supervisor vehicles that will be assigned to the EOA. If your organization currently provide 9-1-1 emergency ambulance service, provide a list of all supervisor vehicles used for the provision of 9-1-1 emergency ambulance transportation services. 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).
11. Describe your organization's ambulance equipment resupply process.
12. Describe how your organization will verify field crews have completed ambulance check outs and have functioning equipment?
13. Describe your organization's process of maintaining and tracking inventory of all equipment and supplies? Include the following:
 - a. How does your organization track equipment that has expiration dates?
 - b. How does your organization track damaged equipment?

X. FACILITIES, SUPPLIES, AND EQUIPMENT

(QUESTIONS # 14-15 ARE REGION SPECIFIC QUESTIONS: TO BE ANSWERED FOR EACH REGION THAT A BIDDER IS PROPOSING. BIDDER MUST CLEARLY IDENTIFY THE REGION FOR WHICH THE RESPONSE APPLIES. INSERT A COVER PAGE FOR EACH REGION. IF A BIDDER IS NOT PROPOSING ON A PARTICULAR REGION, BIDDER MUST INDICATE THE REGION AS N/A)

14. Describe your plan for providing appropriate ambulance crew facilities to meet the EOA requirements. Include the following:
 - a. Facility size (square footage).
 - b. Facility location, including street address.
 - c. Facility physical environment, including office space, parking availability, separate building and/or office complex.
 - d. Demonstration that the facility has Restroom/Shower facilities physically attached to the crew quarters.
 - e. Prospective/Tentative or existing landlord tenant agreement, or demonstration that physical location is currently being utilized for ambulance deployment.
 - f. Written city(ies) approval/acknowledgement of plan to station ambulance at location.
15. Provide a list of all licensed emergency ambulance vehicles that will be assigned to an EOA. If your organization currently provides 9-1-1 emergency ambulance service, provide a list of all licensed emergency ambulance vehicles used to provide 9-1-1 emergency ambulance transportation services. 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).

Before the contract start date, the winning bidder must demonstrate that all Orange County ambulance permits have been fully secured.

C. CLINICAL AND PERSONNEL

(QUESTIONS # 1-23 ARE APPLICABLE TO ALL REGIONS)

1. Describe the management structure that will be used to administer/oversee emergency ambulance services.
2. Provide an organizational chart that describes the 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. Describe your organization's plan to participate in EMS system committees and task force groups.
4. Describe your organization's current influenza vaccination and TB skin test program. Provide policies for employee vaccination and TB skin testing.
5. Describe your organization's Rubella and Hepatitis B antibody testing program, and if appropriate, vaccination program.
6. Provide the Table of Contents for your organization's employee handbook.
7. Describe your organization's incident reporting and tracking policies and procedures, 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.
8. Describe the mechanism your organization 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 and maintenance.
 - g. Ongoing orientation and education related to customer service expectations, performance improvement, and the billing and reimbursement process.
9. Provide your organization's in-service and continuing education policies/program.
10. Describe how your organization will prepare and provide training to ambulance personnel and supervisory staff for response to multi-casualty incidents.
11. Describe your organization's 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.).
- 12. Provide your organization's policies and plan to ensure compliance with all infectious disease, blood borne and airborne pathogen control plans.
- 13. Provide a job description for the field supervisor who will provide 9-1-1 emergency ambulance field level supervision.
- 14. Describe the education and training programs that will be provided for field supervisors.
- 15. Provide policies related to field supervision that address:
 - a. Training.
 - b. Education.
 - c. Oversight plans and procedures for designated EOA.
- 16. Provide the number of certified EMTs, which meet the standards of OCEMS Policies #410.00 and #415.00, Include the following:
 - a. Yearly projected staffing growth to address turnover.
 - b. Employee retention plan.
 - c. A list of your organization's current certified staffs experience in six (6) month increments thru five years. Please include your plan to get staff OCEMS accredited who are not already accredited.
- 17. Provide job descriptions for EMTs who provide 9-1-1 emergency ambulance level of care and transport services.
- 18. Describe the mechanism your organization will use to ensure that ambulance-staffing standards will be met. Include a description of how your organization will consistently ensure staffing levels necessary to meet contract performance requirements.
- 19. Describe your organization's 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.
- 20. Provide your organization's policy related to scene safety and personnel safety.
- 21. Provide a detailed description of your occupational health and safety program, and communicable disease prevention program.
- 22. Describe your organization's communicable disease and safety control policies and procedures.

I. CLINICAL AND PERSONNEL

(QUESTIONS # 24-29 ARE REGION SPECIFIC QUESTIONS: TO BE ANSWERED FOR EACH REGION THAT A BIDDER IS PROPOSING. BIDDER MUST CLEARLY IDENTIFY THE REGION FOR WHICH THE RESPONSE APPLIES. INSERT A COVER PAGE FOR EACH REGION. IF A BIDDER IS NOT PROPOSING ON A PARTICULAR REGION, BIDDER MUST INDICATE THE REGION AS N/A)

- 23. 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.
- 24. Provide a job description for all management, administrative and support staff that will be allocated to this program.
- 25. 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 staff is qualified for his/her assigned position, including history of relevant education and experience.

26. 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, and or phone numbers.

27. Identify the EMS program liaison that will be allocated to this program.

28. Provide a list of all personnel who will be assigned as field supervisors to the EOA. If your organization currently provides 9-1-1 emergency ambulance service, provide a list of all California certified and OCEMS Accredited, and your plan any accredited EMTs assigned to field supervisor roles for 9-1-1 emergency ambulance transportation services. 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.

D. MANAGEMENT: ADMINISTRATIVE AND PENALTY PROVISIONS

(QUESTIONS # 1-5 ARE APPLICABLE TO ALL REGIONS)

1. Describe your organization's billing and collection system.
2. Provide a copy of your organization's "late notice".
3. Describe how your organization evaluates and improve the billing and collection system. Give at least one (1) example of a system improvement in the past year.
4. Provide a copy of your organization's billing dispute policy or procedure.
5. Provide a policy and example of your organization's complaint recording, processing and resolution practices.
6. Identify the method of billing (operated or subcontracted), for billing services to be provided for services under this solicitation.
7. Describe how your organization's billing department verifies transports in the CAD system for invoicing.
8. Describe and provide a report that demonstrates how your organization will establish an auditable billing system prior to the start of the contract, so that search and retrieval of all billing records can be made according to the following criteria:
 - a. BLS
 - b. Patient Name
 - c. Chief complaint (billed)
 - d. EOA
 - e. Response location including zip code
 - f. BLS Transport
 - g. ALS Assessment/BLS Transport
 - h. ALS Escort
 - i. 9-1-1 Responses without transport
 - j. Day/Month/Year/Time
 - k. Patient care record number

E. EMS SYSTEM AND COMMUNITY COMMITMENT

(QUESTIONS # 1-11 ARE APPLICABLE TO ALL REGIONS)

1. Describe your organization's 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, Incident Command System and Standardized Emergency Management System.
2. Provide a list of disaster drills, exercises and training programs your organization participated in within the past year.
3. Describe your organization's plan/policies for recalling personnel to staff additional vehicles during a multi-casualty incident or disaster.
4. Provide current CAAS accreditation.
5. Describe your organization's process for managing service inquiries and service complaints.
6. Describe your organization's 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 organization's 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 organization's current role in public information and education.
9. Identify your organization's public information and education plan, including timeline and measurements, upon successful acquisition of this contract.
10. Describe your organization's intended policy for participation in community service programs.
11. Describe the public outreach/education programs your organization have provided within the last year to improve community health and education programs that emphasize preventative health.

F. FUNCTIONAL RESPONSIBILITY

(QUESTION # 1 IS A REGION SPECIFIC QUESTION: TO BE ANSWERED FOR EACH REGION THAT A BIDDER IS PROPOSING. BIDDER MUST CLEARLY IDENTIFY THE REGION FOR WHICH THE RESPONSE APPLIES. INSERT A COVER PAGE FOR EACH REGION. IF A BIDDER IS NOT PROPOSING ON A PARTICULAR REGION, BIDDER MUST INDICATE THE REGION AS N/A)

1. 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.