



REQUEST FOR PROPOSALS

9-1-1 Emergency and Non-Emergency Ground Advanced Life Support Ambulance (ALS) Transport, and 9-1-1 Emergency Ground Basic Life Support Ambulance Transport, ALS Interfacility Ambulance Transport, and Critical Care Transport Ambulance Transport Services

Issued By:

Yolo County Health & Human Services Agency

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Yolo County Emergency Medical Services Agency

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request to individuals with disabilities.*

Yolo County Emergency Medical Services Agency (YEMSA) invites experienced and qualified organizations to submit proposals to provide 9-1-1 Emergency and Non-Emergency Ground Advanced Life Support (ALS) Ambulance Transport, 9-1-1 Emergency Ground Basic Life Support (BLS) Ambulance Transport, and Ground ALS Interfacility (IFT) Ambulance Transport, and Ground Critical Care Transport (CCT) Ambulance Transport Services. BLS interfacility (IFT) is not included in this solicitation. In Yolo County, BLS IFT is an open market program where services are provided by several private companies. This Request for Proposals (RFP) includes the provision of services to one Exclusive Operating Area (EOA) in the County.

The Yolo County Board of Supervisors designates YEMSA as the Local Emergency Medical Services Agency (LEMSA) according to California Health and Safety Code (CA HSC), §1797.200. The successful Proposer will be granted a contract for exclusive market rights for 9-1-1 emergency and non-emergency ground ALS ambulance transport, 9-1-1 emergency ground BLS ambulance transport, ground ALS IFT Ambulance Transport and ground CCT ambulance transport services for an initial period of five (5) years. The start date for service will begin March 1, 2024, at 8:00 AM Pacific Time.

The County and Yolo County EMS system stakeholders are looking for an ambulance transport partner to bring innovative solutions to enhance emergency medical services focused on providing the highest quality patient care.

To the extent achievable, the following schedule shall govern the review, evaluation, and award of the proposal. The County reserves the right to modify the dates below following its review process.

Solicitation Number	County of Yolo – GSDRFPKB2303	Time
Proposal Document Available	April 12, 2023	
Proposers Conference	May 10, 2023	1:00 PM
Deadline for Written Questions	May 18, 2023	2:00 PM
Amendments to RFP Released	May 29, 2023	2:00 PM
Proposals Due	July 7, 2023	2:00 PM
Oral Presentations, Proposal Review	July 27, 2023	9:00 AM
Notice of Intent to Award	August 18, 2023	10:00 AM
Contract Approval by Board of Supervisors	August 29, 2023	9:00 AM
Implementation of Service	March 1, 2024	8:00 AM

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I. INTRODUCTIONS AND BACKGROUND

1. INVITATION

Yolo County (County) is a political subdivision of the State of California. State law confers on the EMS Agency the authority to designate one or more emergency ambulance service (EMS) providers. The County is conducting this procurement on behalf of YEMSA and is seeking a qualified ambulance service provider to deliver services in accordance with the expectations set forth in this RFP.

Each entity (Proposer) responding to this RFP shall submit a written response (Proposal) setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP. Proposals must be organized to address each requirement in a format and structure that is easy to follow.

The outcome of this RFP will be the selection of one Proposer (Contractor) with whom YEMSA will contract for; response to 9-1-1 calls and other emergent or urgent medical requests made by the County or its designated medical dispatch centers, transport of patients within the EMS system, and transport of other patients requiring ALS and CCT services when the transport originates in the County. This exclusive, performance-based agreement (Agreement) will include the provision of the following services:

1. 9-1-1 emergency and non-emergency ground ALS ambulance transport,
2. 9-1-1 emergency ground BLS ambulance transport,
3. ground ALS IFT ambulance transport,
4. and ground CCT ambulance transport services originating in Yolo County.

The performance expectations set forth in this RFP and the performance commitments set forth in the selected Proposal will be incorporated into the Agreement as mandatory performance standards.

The initial term of the Agreement will be for a five (5) year period beginning on March 1, 2024, and continuing through February 28, 2029. There will be an option for the extension of the Agreement by the mutual agreement of YEMSA and the Contractor for one additional period of up to five (5) years based on the Contractor's performance.

2. POLICY GOALS IN CONDUCTING THIS PROCUREMENT

The County and YEMSA's overarching goals in conducting this procurement are to 1) promote public health and safety by preventing the loss of life, 2) minimize the physical pain of patients, 3) reduce the costs associated with catastrophic injury or illness and 4) ensure good value to the customer and the community.

To achieve these goals, YEMSA is working to promote a quality EMS system by choosing an ambulance provider that embraces these goals and submits a proposal that addresses the following:

- (1) Focus on patient outcomes and responding to the right resource at the right time to meet the needs of the patient,
- (2) Implement strong clinical quality oversight of Emergency Medical Dispatch (EMD) utilizing Medical Priority Dispatch System's (MPDS) performance software tools (ProQA) and Advanced Quality Assurance (AQUA) at Yolo Emergency Communication Agency (YECA),
- (3) Require clinical performance metrics,
- (4) Ensure ambulance response time requirements meet the needs of the patient and the 9-1-1 system as a whole,
- (5) Continue to foster mutual respect among all system providers,
- (6) Continue to recognize the value of first responders,
- (7) Implement a transparent structure for system performance oversight,
- (8) Build on system participants' collaborative working relationships and provide stakeholder input opportunities.

3. SCOPE OF SERVICES

This document and its provisions, attachments, addendums, and exhibits constitute the RFP for the selection of a single provider of 9-1-1 emergency and non-emergency ground ALS ambulance transport, 9-1-1 emergency ground BLS ambulance transport, ground ALS IFT ambulance transport, and ground CCT ambulance transport services for the EOA serving Yolo County. The operation of emergency and non-emergency ALS, emergency BLS, ALS IFT, and CCT ambulance service in this area shall be consistent with the provisions of this procurement process, including staffing and performance. The ambulance EOA is delineated in the "Yolo County Response Map" map in Exhibit 1. Proposers must agree to provide the services referred to above for the entire EOA without any qualification or variation other than as expressly outlined in this RFP.

- (1) All the following ambulance requests originating in the Yolo County EOA shall be referred to the holder of the EOA Agreement. The holder of the exclusive contract shall provide all responses and ground transports, including:
- (2) All 9-1-1/ Public Safety Answering Point (PSAP) requests for ambulance service,
- (3) Requests for emergency ambulance service made directly to an ambulance service without going through an authorized 9-1-1/PSAP,
- (4) Ambulance transport to an emergency department from the scene of an emergency, including transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facilities, and potential non-transport response treatment and referral or alternative transport destination in accordance with YEMSA policies,

- (5) ALS interfacility ambulance transports from a general acute care hospital in the EOA to any other general acute care hospital,
- (6) Requests for mutual aid by the Authorized EMS Dispatch Center,
- (7) Requests for stand-by such as working fires, hazardous materials incidents, hostage/SWAT events, or pre-planned events.

The Contractor's scope of service is summarized as follows:

- A. Ambulance response times must meet the response-time standards set forth herein. In the future, YEMSA may establish a tiered BLS and ALS ambulance response system using priority dispatch protocols approved by the Yolo County EMS Medical Director. Until a tiered EMD system is implemented, all ambulance units will be at the ALS level unless otherwise authorized by YEMSA. Clinical performance must be consistent with all YEMSA policies and approved medical standards. The conduct and appearance of the Contractor's personnel must always be professional and courteous. Services will be provided according to YEMSA policies, procedures, and protocols as are, or may be, established over the term of the Agreement.
- B. Medical care must meet the Clinical Performance Measures in accordance with YEMSA policies. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and, as necessary, through the YEMSA quality improvement program to improve and maintain effective clinical performance. The Contractor must make a persistent effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the EMS system through quality improvement measures. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract that fails to perform to the standards required may be found to be in breach of their agreement and promptly replaced to protect public health and safety.
- C. The Contractor for the EOA must accept responsibility for all ALS IFT and CCT occurring within the EOA as the exclusive provider. The Contractor is encouraged to enter into subcontracts for CCT ambulance services to ensure adequate CCT availability. The provider must be available in a timely manner with the appropriate level of transport determined by the hospital and in accordance with YEMSA policy.

4. ENHANCEMENTS TO THE YOLO COUNTY EMS RESPONSE SYSTEM

YEMSA and system stakeholders recently participated in a comprehensive EMS system assessment and have embraced the following priorities supported by the Institute for Health Improvement (IHI), Triple Aim, which provides a framework for optimizing health system performance that forms the foundation of this RFP. There

are three components to the Triple Aim; 1) improve the experience of care, 2) improve the health of populations, and 3) reduce the per capita cost of healthcare. Additionally, YEMSA and system stakeholders support an EMS system focused on patient outcomes, provider financial stability, and quality training for all EMS providers.

Yolo County EMS has a solid foundation, and this RFP is an opportunity to continue to improve systems of care, including:

- (1) The full implementation of EMD, including the specialized software package for advanced caller interrogation (ProQA) and its accompanying software AQUA throughout the entire County,
- (2) Improvement in ambulance deployment in the Moderate/Low Response areas,
- (3) Clinical performance metrics for all EMS responders,
- (4) Provide for the option of a surge ambulance program,
- (5) Recognition of the value of BLS and volunteer first responders,
- (6) Implementation of a transparent system performance oversight structure,
- (7) Fostering a collaborative working relationship among all system participants.

YEMSA is focused on scientific evidence-based clinical initiatives to enhance patient care. This RFP and any subsequent agreement intend to implement a system dedicated to improving patient outcomes. This will require sufficient staff for performance improvement activities at all levels of patient interaction, including inter-agency education and training. YEMSA anticipates the proposer will embrace data analytic programs such as the FirstWatch surveillance platform, will be an active participant in the Cardiac Arrest Registry for Enhanced Survival (CARES) program, and will ensure standards identified in the EMS Authority's Core Measures program are adopted, including any subsequent quality improvement initiative that improves patient outcomes.

Proposers are encouraged to consider ways to improve response times and strengthen the health and welfare of community members in those remote areas. The County is taking a comprehensive system approach to the overall EMS system, of which ambulance services are one important part. The RFP accordingly identifies geographic and density-based response time zones and calls for the Contractor to meet specified response times for life-threatening emergencies within defined timeframes in each of these zones.

This approach also calls for YEMSA to maintain EMS coordination, oversight, and accountability; while allowing the Contractor the flexibility to use its expertise to manage its day-to-day operations. This model is intended to promote high-quality clinical care, efficiency, economy, reliability, and operational and financial stability.

5. GENERAL REQUIREMENTS AND GOVERNING DOCUMENTS

In addition to establishing an EOA, YEMSA establishes policies, procedures, and protocols that govern the operation of ambulance services within the County. The requirements for service to the County EOA include the following: California Statutes;

Contractual standards as stipulated in this RFP and future addendums; County resolutions and ordinances, including the Yolo County Ambulance Ordinance; and published Agency Policies, Procedures, and Protocols and any amendments thereto, which may be found at: <https://www.yolocounty.org/government/general-government-departments/health-human-services/providers-partners/yolo-emergency-medical-services-agency-yemsa>. Collectively, these requirements for service are referred to as the “Governing Documents” in this RFP.

The County makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, the number of patients, or the distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models, and operational plans and proposals.

6. DESCRIPTION OF YOLO COUNTY

The County of Yolo is included in the greater Sacramento metropolitan area and is located in the Sacramento Valley. It was one of the original counties of California, created in 1850 at the time of statehood. The County is mostly rural and agricultural, with almonds, tomatoes, wine grapes, rice, and organic production as the top five commodities. The County reported a population of 221,264 within an area of 1,012 square miles. The County seat is Woodland, and its largest employer is the University of California, Davis.



The following chart provides a quick look at the population growth over the last 10 years in Yolo County.

Change in Population			
Year	Population	Growth	Growth Rate
2021	221,264	382	0.17%
2020	220,882	382	0.17%
2019	220,500	382	0.17%
2018	220,118	1,641	0.75%
2017	218,477	2,850	1.32%
2016	215,627	3,590	1.69%
2015	212,037	3,639	1.75%
2014	208,398	2,106	1.02%
2013	206,292	1,716	0.84%
2012	204,576	2,622	1.30%
2011	201,954	881	0.44%

The median age in the County is 31, and 13% of the population is designated as senior. Fifty-one percent (51%) are listed as female, and 49% are male. According to the census of 2021, there were 221,264 people, 81,259 households, and 74,614 families residing in the county. The population density was 213 people per square mile (64/km²). The ethnic makeup of the county was 73.1% White, 3.2% Black or African American, 1.8% Native American, 15.2% Asian, 0.6% Pacific Islander, and 6.1% from two or more races; 32.6% of the population were Hispanic or Latino.

The median income for a household in the county was \$73,746. The per capita income for the county was \$36,036, and 14.8% of the population was below the poverty level.

Rank	City/CDP/AIAN*	Municipal Type	Population Census (2010)
1	Davis	City	65,622
2	Woodland**	City	55,468
3	West Sacramento	City	48,744
4	Winters	City	6,624
5	University of California Davis	CDP	5,786
6	Esparto	CDP	3,108
7	Monument Hills	CDP	1,542
8	Dunnigan	CDP	1,416
9	Knights Landing	CDP	995
10	Madison	CDP	503
11	Yolo	CDP	450
12	Clarksburg	CDP	418
13	Guinda	CDP	254
14	Rumsey Indian Rancheria (Yocha Dehe Wintun Nation)	AIAN	77

*CDP = Census Designated Place, AIAN = US Census abbreviation Native American and Alaska Natives

**The City of Woodland is the County seat

Yolo County is richly diverse and one of the nation's major agricultural producers. Much of its 661,000 acres in Northern California are used for farming and ranching. Eighty-five percent (85%) of the County's population lives in the four cities of Davis, West Sacramento, Winters, and Woodland. These cities are surrounded by rural areas making ambulance deployment difficult. YEMSA has done an effective job working with its Geographic Information System (GIS) department in developing response zones that provide equity for larger population centers while ensuring more rural areas have adequate emergency ambulance coverage.

The chart below identifies Yolo County's top health issues compared with national and state data. In Yolo County, cancer is the number one cause of death, followed by coronary heart disease. The Community Health Assessment Report provides another data source to review the health status of Yolo County. The goal of the Community Health Assessment Report is to identify priority health issues in Yolo County. The County, community partners, as well as internal and external stakeholders reconvened to select the priority health issues. The priority issues of mental health, chronic disease prevention, and healthy aging were selected. The table below displays the top five health issues identified by Yolo County residents as a part of the Community Health Assessment.

Top 5 Health Issues of Concern by Age Group				
Rank	< 25 Years (n=88)	25 – 44 Years (n=222)	45-64 Years (n=238)	65+ Years (n=165)
1	Obesity 48% (42)	Obesity 45% (101)	Mental Health Issues 39% (92)	Health Problems assoc. w/ Aging 61% (100)
2	Heart Disease 32% (28)	Diabetes 37% (83)	Obesity 39% (92)	Mental Health Issues 38% (62)
3	Diabetes 28% (25)	Mental Health Issues 35% (77)	Health Problems assoc. w/ Aging 32% (77)	Obesity 36% (60)
4	Mental Health Issues 27% (24)	Cancer 32% (70)	Diabetes 29% (68)	Diabetes 28% (47)
5	Alcoholism 32% (60)	Alcoholism 27% (61)	Alcoholism 25% (59)	Cancer 27% (44)

7. DESCRIPTION OF THE EMS SYSTEM

A. Local EMS Agency Responsibilities

The Yolo County Board of Supervisors adopted Resolution No. 13-64, designating the Yolo County Health and Human Services Agency (HHS) as the Local Emergency Medical Services Agency, establishing the Yolo County Emergency Medical Services Agency (YEMSA) effective July 1, 2013. YEMSA is responsible for the planning, implementation, evaluation, and regulation of the EMS system. In 2014, following a competitive procurement process, the Yolo County Board of Supervisors awarded an Exclusive Operating Area (EOA) contract to American Medical Response (AMR). The Agreement provides for 9-1-1 emergency and non-emergency ground ALS ambulance transport, ground ALS IFT ambulance transport, and ground CCT ambulance transport services and is due to expire after February 28, 2024.

In addition to the EOA 9-1-1 ambulance contract, YEMSA has an ALS agreement with the Yocha Dehe Wintun Nation and ambulance service BLS agreements with several BLS IFT ambulance transport companies. YEMSA has air ambulance agreements with two local providers.

B. Medical Control

The Yolo County EMS system utilizes both online and offline medical control. The County has one base hospital providing medical direction. Yolo County operates primarily on standing orders, with online medical control reserved for a few ALS interventions and physician consultation when required or needed. YEMSA contracts with a physician with substantial experience in the practice of emergency medicine to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the local EMS system (CA HSC §1797.202).

Further information regarding the County's EMS system can be found on the YEMSA's website, where EMS programs, policy and protocol manuals, EMS System Plan, EMS Annual Report, and an overview of the system are available for download.

C. Advisory Committees

The Contractor will be required to participate in the following committees and assign appropriate staff to represent the Contractor:

- (1) Yolo County Emergency Medical Care Committee (EMCC)
- (2) Quality Improvement Committee
- (3) Physician Advisory Committee (PAC)
- (4) Health Preparedness Coalition (HPC)
- (5) Other Ad-Hoc Committees as deemed necessary

D. 9-1-1 Dispatch Centers

Yolo County has two Primary Public Safety Answering Points (PSAP): Yolo Emergency Communications Agency (YECA) and the City of Davis. In addition, AMR, the current

EOA provider, operates the ambulance dispatch center in Sacramento called the Sacramento Communication Center (SACCOM).

Yolo Emergency Communications Agency (YECA)

YECA is a Joint Powers Authority established in 1988. The agency was formed as a consolidated 9-1-1 PSAP to provide dispatch services for police, fire, animal control, public works, and other local government agencies. YECA dispatches the County Sheriff, three Municipal Police Departments, and 19 Fire Agencies. YECA dispatches the fire agencies to medical requests following EMD protocols and provides pre-arrival instructions, guiding the caller through life-saving steps, including CPR, choking, emergency childbirth, and other medical emergencies. Ambulance requests are dispatched through a computer aided dispatch (CAD) to CAD link with the contractor's ambulance dispatch center. YECA dispatchers play a vital role in the EMS Chain of Survival as the first point of contact with the public. Currently, YECA is the only approved EMD center for the County of Yolo using MPDS.

City of Davis PSAP

The City of Davis dispatch center is a PSAP where dispatchers are responsible for answering all 9-1-1 phone calls within the city. The center will determine the type of assistance needed and will dispatch emergency personnel, police, and fire to medical emergencies. When an ambulance is requested, the center will call the AMR dispatch center in Sacramento for an ambulance response. EMD is not provided in the City of Davis dispatch center. The City of Davis and YEMSA are in discussions to implement EMD using MPDS in the near future to ensure all 9-1-1 medical emergencies receive life-saving pre-arrival instructions and to ensure the proper level of medical response.

AMR Sacramento Communications (SACCOM)

SACCOM currently processes over 100,000 emergency and non-emergency medical calls across 15 Northern California counties each year. It maintains National Academies of Emergency Dispatch Center of Excellence (ACE) accreditation. SACCOM is capable of receiving requests for emergency ambulance services made by any PSAP. SACCOM has a CAD-to-CAD link with YECA allowing simultaneous dispatching and elimination of telephonic notifications, which greatly improves overall response times.

E. Fire Departments

There are 18 fire departments in Yolo County. Two fire departments in nearby Colusa County cover a geographical area frequently served by a mutual aid agreement with Yolo County EMS. Each department responds to EMS calls within their service area and provides mutual aid outside their jurisdiction. The fire departments are a combination of volunteer and full-time fire agencies. The chart below describes the level(s) of medical coverage each provides.

Yolo County Fire Departments		EMR	BLS	ALS
Paid Fire Dept.	Davis Fire		X	
Paid Fire Dept.	UC Davis Fire		X	
Paid Fire Dept.	West Sac Fire		X	
Paid Fire Dept.	Winters Fire		X	
Paid Fire Dept.	Woodland Fire		X	
Paid Fire Dept.	Yocha Dehe Fire			X
State Fire Dept.	CAL FIRE in Brooks		X	
Vol Fire Dept.	Arbuckle Fire*	X	X	
Vol Fire Dept.	Capay Valley Fire	X	X	
Vol Fire Dept.	Clarksburg Fire	X	X	
Vol Fire Dept.	Dunnigan Fire	X	X	
Vol Fire Dept.	Elkhorn Fire	X	X	
Paid/Vol Fire Dept.	Esparto Fire	X	X	
Vol Fire Dept.	Knights Landing Fire	X	X	
Paid/Vol Fire Dept.	Madison Fire	X	X	
Vol Fire Dept.	Robbins Fire*	X	X	
Paid/Vol Fire Dept.	West Plainfield Fire	X	X	
Paid/Vol Fire Dept.	Willow Oak Fire	X	X	
Paid/Vol Fire Dept.	Yolo Fire	X	X	
Vol Fire Dept.	Zamora Fire	X	X	

* Mutual Aid Departments Outside the County

F. Ground Ambulance Transport (EOA Provider)

The current EOA ambulance provider is contracted for ALS emergency and ALS IFT services (including ALS stand-by services where prehospital care may be required) and CCT. BLS IFT transports are an open market service provided by several private companies. AMR responds to 9-1-1 calls and transports patients with an ALS ambulance throughout all of Yolo County.

The 9-1-1 EMS system call volume for 2021 was 25,340 requests, with 16,322 transports for a transport rate of 64.4%. The rural areas of the County, particularly those comprising the northeastern and southeastern portions of the County, present some challenges to the timely provision of ambulance services. Three years of historical CAD data will be provided to all qualified Proposers after receipt of a Letter of Intent to bid. The chart below provides five years of responses and transports by Emergency Response Zone (ERZ).

EMS Zone	2017		2018		2019		2020		2021	
	Resp	Tx	Resp	Tx	Resp	Tx	Resp	Tx	Resp	Tx
High	18,737	N/A	18,248	N/A	21,063	12,886	20,013	12,065	22,128	14,192
Moderate	1,205		1,155		1,297	670	1,177	630	1,492	763
Moderate-Low	248		259		319	197	288	145	360	189
Low	75		68		149	68	163	69	186	98
ALS IFT	910		916		993	892	854	793	883	826
CCT	341		282		323	321	271	256	291	254

The County requires the EOA Ambulance transport provider to operate solely on a fee for services model of reimbursement. The County does not provide a subsidy to the EOA ambulance provider. A copy of the current ambulance transportation rate schedule is in Exhibit Two (2).

Yolo County's payor mix is illustrated in the table below.

Yolo County Payor Mix			
Payor Type	2019	2020	2021
Medicare and Medicare HMO	46.60%	48.25%	45.20%
Medi-Cal and Medi-Cal HMO	27.50%	27.09%	29.94%

Commercial Insurance	13.50%	12.59%	13.87%
Private Pay	9.30%	9.46%	7.65%
Other Contracts	3.20%	2.24%	2.32%

G. Air Medical Transport

Medical helicopter service is available to transport critical patients when ground ambulance response or transport time would be excessive, or the patient's condition meets helicopter transport criteria. REACH Medical Holdings, which includes the entities of REACH, CAL-ORE, and CALSTAR, provide helicopter and fixed-wing ambulance services. REACH maintains a base of operations in Napa County and Sacramento County. YEMSA has a written agreement with REACH that outlines its scope of work and an agreement with YECA for air ambulance dispatch services.

The California Highway Patrol (CHP) has two helicopters operating out of Sacramento County that can provide medical rescue. The helicopter is routinely staffed with a CHP Officer/Pilot and a CHP Officer/Paramedic.

Air Medical Transports comprise less than one percent (1%) of patient transports in Yolo County.

H. Hospitals

There are two hospitals within Yolo County, Woodland Memorial Hospital, a 105-bed facility, and Sutter Davis Hospital, a 48-bed facility. Woodland Memorial Hospital is the base hospital for Yolo County EMS system. YEMSA recognizes neighboring hospitals identified in the table below as part of their comprehensive hospital network. The table below illustrates the level of services provided at each facility.

Hospital	911 Receiving	Base Hospital	STEMI	Stroke	Trauma	Pediatric Trauma	Burn Center
Woodland Memorial Hospital	X	X		X			
Sutter Davis Hospital	X			X			
Mercy General Hospital	X		X	X			
UC Davis Medical Center	X		X	X*	LEVEL I	X	X
Sutter Medical Center Sacramento	X		X	X*			
Mercy San Juan Medical Center	X			X			
Methodist Hospital	X			X			
Kaiser Vacaville	X				LEVEL III		
North Bay Hospital	X		X				

*Comprehensive Stroke Center

I. Ambulance Patient Off-load Times (APOT)

California Health and Safety Code (CA HSC) §1797.120 mandated EMSA to develop a statewide process for local EMS agencies to monitor their systems and report APOT at hospitals. YEMSA collects APOT data through the EMS data system. The State established 20 minutes as a target measurement for patient care to be transferred to the hospital. YEMSA's current standard for APOT is set at 20 minutes.

In 2022 the median 90th percentile of APOT for all YEMSA designated 9-1-1 receiving hospitals was 53 minutes. Woodland Memorial, Sutter Davis, and Kaiser Vacaville received 62% of all Yolo County 9-1-1 ambulance transports. Each of these facilities transferred 80% of patients from EMS within 20 minutes of arrival.

The remaining YEMSA designated 9-1-1 receiving hospitals had a large number of calls with APOT greater than the 20-minute target. In 2022, 35% of all Yolo County ambulance transports to 9-1-1 receiving hospitals had APOT greater than 20 minutes. Data collected from 2019 – July 2021 indicated there were 1,152 ambulance 9-1-1 transports that waited at the hospital for over 60 minutes before returning to service. Sutter Medical Center Sacramento and UC Davis Medical Center had the highest number of ambulance offload delays beyond 60 minutes. Proposers need to take APOT delays into account when developing deployment plans.

II. INSTRUCTIONS FOR PROPOSERS

1. PROPOSAL

The County intends to award a contract to the respondent whose proposal meets all of the RFP criteria, receives the highest score from the scoring sheet as evaluated by the Proposal Review Committee (PRC), and best meets the needs of the County.

All proposals become the property of the County. The County reserves the right to waive non-material changes. If Proposers choose to submit a proposal with a subcontractor, or a partnership, all will be held to the standards within this RFP. The County will not accept any modifications to the RFP after the award.

The County may reject the proposal of any Proposer who previously failed to perform properly or complete contracts of a similar nature. The County may reject the proposal of any Proposer who is in default of payments of taxes or any other monies due to the County. This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

Materials submitted as part of the RFP process will not be returned to the Proposer.

2. PRE-SUBMITTAL ACTIVITIES

To view this solicitation and all associated documents Proposers must register in the County's electronic procurement portal, Registration instructions for BidSync can be found at <https://www.yolocounty.org/government/general-government-departments/financial-services/procurement/current-advertised-bids/-fsiteid-1> Proposers will be required to submit all questions in writing per the proposed timeline in order for staff to prepare written responses. Written responses to questions will be shared with all potential bidders through the County's electronic procurement portal BidSync. Questions should be submitted through BidSync. Technical issues are to be directed to BidSync by calling 1-800-990-9339.

3. PROPOSERS' CONFERENCE

An optional Proposers' Conference will be facilitated to respond to questions regarding the RFP specifications and process. All written questions received from potential Proposers, along with County responses, will be posted on the County's electronic procurement portal, BidSync, for reference. However, ONLY questions submitted in writing to the County will be considered binding and will receive an official response.

It is not anticipated that any substantial changes will be made to the RFP after the Proposers' Conference. If there are any minor changes or clarifications to the RFP

made following the Proposers' Conference, they will be noted via Amendment and posted on the BidSync portal.

The Proposers' Conference is optional and will be held virtually.

Please Register in advance at*

https://yolocounty.zoom.us/webinar/register/WN_RtYpj0lyS8GjXQKQwVwGTg

*Please copy the link into your web browser and it will bring you to a sign-up page.

**Once you have registered, an additional email will be sent with further instructions.

A. Request for Changes

(1) If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Substitutions should be submitted by the Proposer no later than the date questions are due per the schedule on page 2.

(2) Requests submitted after the deadline will not be accepted. The County's consideration of a suggestion does not imply acceptance.

(3) The County reserves the right to reject any suggested substitutions in whole or in part.

B. Request for Substitution of Specified Equipment, Material, or Process

(1) Unless otherwise stated in the solicitation, references to items or processes by trade names, models, or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.

(2) If requesting a substitution for a required item, submit requests by the Deadline for Written Questions. Furnish all necessary information required for the County, in its sole judgment, to decide as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

4. PROPOSAL CONTENT AND ORGANIZATIONAL REQUIREMENTS

A. Proposal Format

Responses to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- (1) Cover Letter – approximately one (1) page in length, signed by an individual authorized to execute legal documents for the Proposer, identifying the materials submitted.
- (2) Authorized Contacts - identify the name, title, phone, and email address of the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (3) Table of Contents - all pages of the proposal, including the enclosures, forms, and any supplemental documents, must be clearly and consecutively numbered and correspond to the Table of Contents.
- (4) Full Proposal – approach to Scope of Work (excluding financial information identified in Exhibit 3).
- (5) Supplemental Documents, as requested, shall be an attachment to the full proposal.

B. Proposal Contents

- (1) Proposals shall comprehensively describe how the Proposer will provide ground ambulance services for the Service Area in the County. Proposals shall demonstrate that the Proposer is to perform all work in a manner consistent with the level of competency and standard of care normally observed by an organization successfully providing ground ambulance services. Proposals shall include plans, documentation, policies, and submissions that demonstrate the Proposer's ability to comply with the following:
 - Elements described in this RFP,
 - Applicable federal and state legal requirements for Advanced Life Support (ALS) and Basic Life Support (BLS) ground ambulance services,
 - YEMSA policies and protocols,

- Elements of the contract template (Exhibit 12).
- (2) Explain responses in a manner to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics, and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
 - (3) Address each requirement outlined in this solicitation in the order presented and describe how the requested goods and services will be provided. Attention to the details in the Scope of Work shall be considered in the response.
 - (4) Include a project schedule with milestones, deliverables, dates, and a project management plan.
 - (5) Specify any needs for physical space or equipment the County must provide during the contract.
 - (6) Explain how the work and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Price Proposal and Budget Documents

- (1) Use the Excel spreadsheet provided in Exhibit 3 for the Price Proposal, use the spreadsheets without modification. Failure to use the forms or templates provided, or modification of them, may result in the rejection of the entire proposal.
- (2) Place all cost and pricing data provided in Exhibit 3 (employee compensation, ambulance transportation rates, and scenarios; operating and start-up budgets) as separate files to the proposal submitted in the BidSync portal.

5. PROPOSAL SUBMISSION

A. General

All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules, and addenda (as applicable), and that all concerns regarding the RFP have been resolved.

B. Proposal Submission Directions

- (1) Proposers must submit their proposal via the BidSync Electronic procurement program.
- (2) Proposals must be received by the designated date and time. All Proposers must register with BidSync prior to the date and time to receive the proposal, or they will be disqualified. Late or incomplete proposals will not be accepted.

6. **ERRORS IN THE PROPOSAL**

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities and request Proposer cure such irregularity, but such waiver will not modify any remaining RFP requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being procured. This RFP does not commit the County to award a contract.

A. Minor Irregularities

- (1) Minor irregularities may be waived by the County when they are any of the following:
 - a. Do not affect responsiveness,
 - b. Are merely a matter of form or format,
 - c. Do not change the relative standing or otherwise prejudice other offers,
 - d. Do not change the meaning or scope of the RFP,
 - e. Are trivial, negligible, or immaterial in nature,
 - f. Do not reflect a material change in the work, or
 - g. Do not constitute a substantial reservation against a requirement or provision.

In such cases, the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect, or variation or the County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal nor excuse the Proposer from compliance with all requirements if awarded a Contract.

- (2) By submitting a proposal, each Proposer certifies under penalty of perjury that:
 - a. Its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly.
 - b. The Proposer is able or will be able, to comply with all requirements of this solicitation at the time of contract award.

- c. Proposer certifies that all statements in the response are true.
- d. Neither Proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms, or requirements for this solicitation or has any other actual or potential conflict of interest.
- e. The Proposer is aware of the provisions of §1090 et seq. and §87100 et seq. of the California Government Code (CA Gov Code) relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

B. County Rights

This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

7. CONFIDENTIALITY OF PROPOSALS

The content of proposals shall not be released until the County has executed a signed Contract with the winning Proposer. At that time, the County may release the content of the proposals for public review pursuant to the CA Gov Code §§ 6250-6270.

8. CONTACT WITH COUNTY EMPLOYEES

Violation of the following prohibitions may result in a Proposer being found non-responsive, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- A. As of the issuance date of this RFP and continuing until it is canceled or an award is made, no person, Proposer, or person acting on behalf of a prospective Proposer may discuss any matter relating to the RFP with any officer, agent, or employee of Yolo County, other than the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- B. Proposers may not agree to pay any consideration to any company or person to conduct lobbying activities to influence the award of a contract by the County nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract. Nothing in this section precludes a proposer from engaging the services of a company or person to assist in the development of the response to the RFP.

9. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced and resubmitted as long as the submittal is before the due date and time. If a Proposer chooses to withdraw their proposal after the due date and time, it will be excluded from consideration. All requests for withdrawal are to be submitted by email to the attention of the RFP Coordinator.

10. NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confer any right to the Proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

11. ESTIMATED QUANTITY

The County makes no guarantee, expressed or implied, as to the actual quantity of goods and services authorized under the contract. For example, the County cannot guarantee a specific number of ambulance transports pertaining to this RFP.

12. SELECTION

At any time in the evaluation process, the County may request clarifications from Proposers.

A. Determination of Responsiveness

A proposal must conform to the instructions outlined in this solicitation, and any modifications to be considered responsive. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations have not provided an advantage over other Proposers.

B. Proposal Evaluation

The County will establish a non-biased Proposal Review Committee (PRC). Each member of the PRC will evaluate and score the proposals based on the criteria specified in the solicitation scoring sheet. The scores from all the evaluators will be calculated to arrive at a final score for each proposal. All Proposals that meet minimum qualifications and have been evaluated and scored by the PRC will be invited to participate in an oral presentation of their proposal. The PRC will recommend the highest-scoring Proposer for the final negotiation of contract terms. The Proposer Scoring Sheet is found in Exhibit 4.

13. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

Once a decision has been made to award a contract to a Proposer, County will post a Notice of Intent to Award, notifying the remaining Proposers of their non-selection.

A. Contract Negotiation

After notice of intent to award, negotiations may be conducted with the Proposer of the highest-ranked proposal. Negotiations, if held, shall be within the Scope of Work in the RFP. The contract negotiations will take place in the County. The Proposer will be responsible for their travel and other incurred expenses of its personnel.

B. Failure to Negotiate

(1) If the selected Proposer:

- a. Fails to provide the information required to begin negotiations in a timely manner; or
- b. Fails to negotiate in good faith; or
- c. If the Proposer and the County, after a good faith effort, cannot come to terms.
- d. Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest-rated Proposer.

C. Review of Financial Information

Financial information may be used to evaluate and select the proposal deemed to be in the County's best interest. Alternatively, at the County's sole discretion, the financial performance of the intended Contractor may be assessed prior to contract award. Financial performance deemed unsatisfactory by the County may result in a non-award or a recommendation for award to another Proposer.

D. Award

A contract will be awarded based on the highest scoring proposal received. The content of the proposal of the successful Proposer will become contractual obligations, and failure to accept these obligations in a contract may result in cancellation of the award.

E. Commencement of Performance

After all parties have signed the contract, the County will notify the Proposer, and performance may proceed on the date indicated on the Proposed Timeline or as negotiated. Prior to the County execution of the contract, no County employee may authorize services under this contract to commence. Any services performed prior to that date will be uncompensated.

14. PROTESTS

A. In the event a dispute arises concerning the Proposal process prior to the award of the contract, the Proposer raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. The proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

- (1) is submitted in writing,
- (2) is submitted within five (5) calendar days of the issuance date of the Notice of Intent to Award.

B. A protest that simply disagrees with the decision of the PRC will be rejected. Protests can only be brought on the following grounds:

- (1) failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments,
- (2) violation of conflict of interest as provided by CA Gov Code §87100 et seq.,
- (3) violation of State or Federal law.

C. Protests will not be accepted for any other reasons than those stated above.

All Protests must be sent to:

Purchasing Agent
120 W Main St, Ste G
Woodland, CA 95965
Phone: 530-666-8888

(1) Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent, it has been submitted:

- e. as a delay tactic,
- f. for the purpose of posturing the Proposer advantageously for future procurement,
- g. in a form that deviates from the one prescribed,
- h. without adequate factual basis or merit; or
- i. in an untimely manner.

(2) The Purchasing Agent will evaluate the protest and issue a written decision within thirty (30) business days of confirmed receipt. The Purchasing Agent's decision is final. In the event the Purchasing Agent is unable to perform this role, the Chief Financial Officer shall handle the protest responsibilities.

15. PUBLIC RECORDS ACT

A. General

(1) All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records in accordance with CA Gov Code §6250 et seq. As such, they may be subject to public review. Proposers should not include trade secrets in their proposals and do so at their own risk.

(2) Any contract arising from this RFP will be a public record.

(3) Submission of any materials in response to this RFP constitutes:

- a. Consent to the County to the release of such materials under the Public Records Act without notice to the person or entity submitting the materials
- b. Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a Proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected
- c. Agreement to indemnify and hold harmless the County for the release of such information under the Public Records Act.
- d. Acknowledgment that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

III. QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

1. MINIMUM QUALIFICATIONS

To qualify for evaluation by the PRC, a Proposer must meet the following minimum qualifications. Proposers must respond to each of the items below to demonstrate qualifications and must provide supporting documentation. Each response to the following proposer qualifications will be evaluated and scored. Proposals not meeting minimum qualifications will be disqualified and not forwarded for evaluation and scoring by the PRC.

The selected Proposer must perform all 9-1-1 ambulance services and must directly employ all key personnel as well as emergency medical technicians (EMTs) and paramedics as described in this RFP. However, the selected Proposer may subcontract ancillary services such as billing, professional, legal, advisory services, fleet maintenance, and surge ambulance services.

This section evaluates the Proposer's ability to meet the minimum organizational experience and capacity, Key Employee qualifications and experience, and plan for ensuring high-quality staffing. Please provide the following information that supports this evaluation.

To qualify for evaluation, a Proposer must meet the following minimum qualifications:

A. Organizational Experience

- (1) Five years continuously engaged within the last seven years in providing 9-1-1 ALS transport services as required by a contract in the United States to a primary 9-1-1 ambulance services provider at the ALS level for an operating area minimum population of 250,000 or more, and 9-1-1 call volume of at least 25,000 annually. These minimum standards must be met under one contract.
- (2) If the Proposer is organized as a legally formed partnership or limited liability company, each partner entity participating in the partnership or Limited Liability Company must have existed and continuously provided ALS emergency ambulance services for a minimum of five years within the last seven years, in the United States.
- (3) All Proposers shall indicate the following:
 - a. The number of years the Proposer has been in business under the present business name.
 - b. The number of years providing services as an ALS, BLS, ALS IFT, and CCT ambulance transport provider.
 - c. Whether the Proposer holds a controlling interest in any other company or organization or is owned or controlled by any other company or organization.
 - d. Documented proof of ability to measure and achieve compliance with fractile response time performance.

- e. Documented proof of ability to measure and achieve compliance with clinical performance requirements.

B. Key Leadership Experience

- (1) Each of the key management personnel to be assigned to Yolo County listed in this section must have experience providing or directly overseeing the provision of the services identified for each position.
- (2) Provide a detailed organizational chart of the management structure, including assigned and responsible team members for the local operation, and provide how the local management team interfaces with the parent organization or governing body. Identify which positions are located in the County.
- (3) Describe the local management, including the local clinical management team, roles, and responsibilities, including titles and names of staff members who are responsible for the service. Please include their backgrounds and attach resumes. The County reserves the right to approve or reject proposed local management based on, but not limited to, lack of experience or prior criminal record.
- (4) For field supervisors, billing, Continuous Quality Improvement (COI), and training positions provide the number of full-time employees (FTE) assigned and their expected caseload as to how the staffing can meet the calls for service and employee quantities in the proposed services.

C. References

Proposer shall provide five (5) letters of reference for this RFP. Letters of reference must be signed and dated by the author and describe the direct, indirect, or financial relationship between the author or organization and the Proposer. Letters of reference may not be supplied by, or considered from, YEMSA, County or County staff members. Letters shall describe the extent to which the author/organization is familiar with the Proposer and the Proposer's work/performance.

Append five (5) letters of reference specifically related to the organization's current and existing:

- (1) Agreements and contracts
- (2) Clinical performance as an ALS contractor
- (3) Quality improvement program effectiveness
- (4) Response-time performance
- (5) Vehicle maintenance and replacement program
- (6) Relationships with first responder agencies
- (7) Relationships with hospitals and specialty care centers
- (8) Relationships with labor organizations

D. Financial Condition

- (1) All Proposers shall provide evidence that documents the financial history of the organization including financial interests in any other related business and that demonstrates that it has adequate cash on hand to finance start-up costs and contract implementation for the first six (6) months of operations as indicated in the Total Expense line in Exhibit 3.
- (2) Provide a statement of the organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets).
- (3) The Proposers must include a statement of the organization's estimated amount of working capital that will be committed to start-up costs. Proposers must identify the source of this capital and if any part of it will be borrowed, as well as verification from a financial institution that the organization is approved or pre-qualified to borrow sufficient funds. Proposers must provide assurances for such funding from the parent or related organization in the form of a letter guaranteeing the amount of funding that may be necessary for startup and ongoing losses if projections are inadequate.
- (4) Provide externally audited financial statements for the most recent five (5) years (2018 – 2022). If the Proposer organization is a subsidiary of another corporation or is a dependent governmental entity, Proposer shall provide externally audited financial statements for the parent entity for the most recent five (5) years. If financial statements of a parent entity are submitted, the Proposer organization's financial statements must either be separately shown as a part of those financial statements or submitted separately in the same format and for the same period. Such a parent entity shall be required to guarantee the performance of the Proposer. Failure to submit financial statements may cause disqualification from this RFP process.
- (5) Documentation that Proposer is free of commitments or existing obligations that might impact the ability to provide services under the terms of this contract or any commitment or obligation that would impact Proposer's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the Proposer's ability to perform the contract.
- (6) Documentation of any legal bankruptcy filings within the last five (5) years.
- (7) The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of five million dollars (\$5,000,000) payable without condition to Yolo County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended as long as adjustments are within the scope of this RFP.

E. Legal History

Proposers shall document their litigation history for the past five (5) years. A proposer may be disqualified if a final judgment was issued against Proposer or any affiliated organization for breach of contract or failure to perform ambulance or other emergency services competently and adequately.

The proposal must include a listing of all resolved or ongoing litigation involving the Proposer's organization, including a narrative describing the claim or case and the resolution or status for the past five years. This listing shall include litigation brought against the Proposer's organization or affiliated organizations and any litigation initiated by the Proposer's organization or affiliated organizations against any governmental entity or ambulance provider.

For purposes of this litigation history, "affiliated organization" means any organization owned by Proposer, any organization for which Proposer is a successor entity, any organization that either merged with Proposer or divested from Proposer or any organization which is a parent or subsidiary of Proposer. The term "litigation" includes disputes resolved by mediation or arbitration.

Proposer must also provide:

- (1) Documentation that the Proposer is legally authorized or eligible to do business in the State of California or has the ability to obtain such authorization prior to agreement start date.
- (2) Documentation that Proposer is free of commitments that would impact Proposer's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the company's ability to perform the contract. (No existing obligations that might impact the ability to provide services under the terms of this agreement).
- (3) The Proposer must submit a list or table of every 9-1-1 ALS ambulance transport contract the Proposer currently serves and every contract it has served in the past five (5) years as part of the submission of its proposal.
- (4) The Proposer shall Indicate:
 - a. Type and level of service provided, including the population (urban, suburban, rural, and wilderness)
 - b. The contract periods
 - c. Whether the Proposer held exclusive market rights for emergency ambulance service under the contract
 - d. Whether the contract was competitively awarded
 - e. The name, address, contact person, and telephone number for the contract for reference purposes
 - f. Gross revenue of services provided
 - g. The name of the contracting agency
 - h. The remaining term of the contract and the circumstances under which any contract was terminated prior to expiration, the cause of the failure or refusal to complete, and any allegations of deficient service, if applicable.
 - i. Details of any refusals or failure to complete an ambulance contract as a ALS, BLS, ALS IFT, or CCT provider.

F. EVIDENCE OF INSURANCE OR ABILITY TO OBTAIN INSURANCE

Proposer shall provide and attest to evidence of insurance/self-insurance or obtain a letter from an Insurance company/underwriter of Proposer's ability to obtain insurance consistent with the County's minimum insurance requirements described in Section V and Exhibit 12.

G. EVALUATION CRITERIA

Proposals will be evaluated by the PRC following the evaluation criteria outlined in Exhibit 4. PRC participants will have a broad range of experience in Emergency Medical Services and county government administration. PRC members will have an opportunity to adjust scores based on additional information provided during oral presentations.

IV. SCOPE OF WORK AND SCORING

1. SUMMARY

The County is committed to providing the highest level of emergency medical services through a system consisting of fire first responders and ALS and BLS ambulance services. The County intends to award an initial five-year contract to a responsive Proposer whose proposal conforms to the RFP, scores the highest, and whose proposal presents the greatest value to the residents and visitors in Yolo County.

This section and the exhibits that follow describe elements of the proposal that will be scored. The proposal must comply with the requirements described in this RFP. The inclusion of this section is intended to help ensure that the Proposer includes critical, scored elements in the proposal. Proposers should provide sufficient detail in the proposal so that the PRC can effectively evaluate the proposal.

2. SYSTEM REQUIREMENTS

A. System Monitoring, FirstWatch Surveillance Platform

YEMSA utilizes the FirstWatch surveillance platform. The Online Compliance Utility (OCU) is a real-time web-enabled tool for use by providers and agencies to simplify and manage response times based on the authorized dispatch center's real-time CAD data. The web-based tool provides interactive queues with a consistent look and feel for both the provider and agency, allowing real-time review of late calls-based contract requirements.

First Watch's FirstPass module is another compliance tool that provides the ability to monitor and analyze patient care data, identifying deviations rapidly, consistently, and automatically. FirstPass alerts when a patient care report does not match YEMSA protocols to enable more efficient monitoring of compliance performance. YEMSA will utilize the FirstPass module, along with the County's electronic Patient Care Report (ePCR) program, to collect and review data quickly.

The Contractor shall be financially responsible for licensing, as needed, the FirstWatch products, including FirstWatch OCU, and FirstPass. This section evaluates the Proposer's ability to comply with the purchase and license requirements to YEMSA of the FirstWatch products at the beginning of the Contract. The Proposer will be expected to pay all costs for data source integration to include initial implementation costs, ongoing annual support, and maintenance fees as identified in Exhibit 6.

B. County Compliance Contract Management, Monitoring, and Regulatory Activities

This RFP requires the EOA Contractor to reimburse YEMSA for a portion of its costs in monitoring and managing the contract and for EMS medical direction and coordination. The Contractor shall pay YEMSA all service charges as identified in Exhibit 6. Payments shall be made quarterly, with the first payment due within thirty (30) days of the close of the first quarter, with subsequent quarterly payments throughout the term of this contract. The annual payment shall not exceed the County's actual costs for management and regulatory activities associated with the contract.

3. RESPONSE TIME STANDARDS

This section evaluates the Proposer's ability to comply with minimum County response time requirements and provides Proposers the criteria for how the County will measure compliance as identified in Exhibit 7. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

The overall Response Time performance requirement for services under this RFP is intended to ensure that the Contractor responds to and arrives at each incident with an appropriate ambulance resource in accordance with established YEMSA standards. The standards set forth herein establish the level of Response Time performance required by the Contractor for calls within the Comprehensive Service Area.

It is the Proposer's sole responsibility to be familiar with geographic, interstate highways and weather considerations in the EOA. The Contractor will be held accountable for response times defined as the time the ambulance dispatch center is notified of the request for service and the time the ambulance notifies by radio, or other reliable method, that the ground ambulance has arrived on scene (wheels stopped) at the address site or at a designated or assigned staging area. All response times shall be measured in whole minutes with seconds. In the case of significantly encumbered/restricted access to the patient, the term "On Scene" shall be understood to mean the time the ground ambulance arrives at the restricted access point, e.g., staging area, at the entrance of a closed gated area, or rendezvous point to be escorted to the patient by another individual.

In all incidents where the crew fails to report their arrival on scene, the Contractor may submit Global Positioning System (GPS) data to confirm on-scene time; otherwise, the next radio transmission is to be used to confirm on-scene times.

- A. Proposer must supply supporting documentation to demonstrate their ability to meet the response time criteria. Include documented proof of ability to measure and achieve compliance with fractile response time performance. Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create response time performance reports may also be submitted.
- B. There are four (4) Emergency Response Zones (ERZ) for this RFP (Exhibit 1). Proposals must evidence an ability to maintain response times with a minimum of ninety percent (90%) compliance in each ERZ.
 - (1) A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in an ERZ equals or exceeds one hundred (100) or a twelve (12) month period, whichever is first.
 - (2) Measurements will be calculated separately for each ERZ for data collection and system improvement.
 - (3) Each ERZ is assigned a response time based on call volume and population (urban, suburban, rural and wilderness) compliance categories and the emergency medical dispatch (EMD) determinant as approved by the YEMSA Medical Director. Proposer is encouraged to provide solutions to ensure each

population center (city, town) within the ERZ receives a balanced response time to ensure no area is underserved.

- (4) Response times will be re-evaluated periodically based on population changes identified by the US Census Bureau or changes in average annual call volume.
- (5) IFT and CCT are measured separately at the 90th percentile standard for scheduled transports. The criteria for how YEMSA measures compliance for IFT and CCT is outlined in Exhibit 7.

4. CLINICAL PERFORMANCE STANDARDS

This section evaluates the Proposer's ability to comply with clinical performance standards. The section provides Proposers with the criteria for how the County will measure compliance, as identified in Exhibit 8. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) It is well established that quality management efforts improve patient care. Many EMS systems focus on response time compliance as the lead measurement of quality performance. It is the intent of the County as part of this RFP to also emphasize clinical performance. Clinical performance measures have been published and are continuing to evolve in EMS. It is the Proposer's responsibility to be familiar with published clinical performance standards and EMS quality measures, including those identified for consideration in this RFP (Exhibit 8).
- (2) The Proposer will be held accountable for clinical performance standards as part of a performance-based contract. These will be developed as part of a new contract, and the Proposer should provide detail on how they will incorporate clinical quality measures into their service contract. Proposals should address the methods of measurement and quality improvement plan to address adherence to clinical standards, including documented proof of ability to measure and achieve compliance with clinical performance standards. Proposers will not be scored on the specific performance measures, but rather on how they will participate in the development and comply with performance measures developed collaboratively with YEMSA during the first year of the contract. Proposers will be scored on their overall ability to incorporate quality improvement activities into their patient care practices.

LIQUIDATED DAMAGES

There will be liquidated damages for underperformance in both clinical and response time performance. Response time performance will be measured monthly. Clinical performance will be measured quarterly. Liquidated Damages for clinical performance will only be assessed after a robust performance improvement process has been conducted to include root cause analysis and performance improvement mitigations have not been implemented. For an example of how liquidated damages will be assigned, see (Exhibits 7 and 8).

5. AMBULANCE DEPLOYMENT AND SYSTEM STATUS PLAN

A. Ambulance Deployment Requirements

This section evaluates the Proposer's ability to comply with the requirements identified below for ambulance deployment and the system status plan. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

Proposers need to be aware of hospital APOT delays and need to account for APOT delays in the development of a system status plan.

Ambulance System Status and Deployment Plan will be approved by YEMSA annually. The plan will describe:

- (1) Deployed ALS and BLS Unit Hours to achieve response time requirements in each ERZ within the EOA. The plan must show Unit Hours by the time of day and day of the week and if there are any seasonal variations.
- (2) Mechanisms to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other events, including disasters, large fires, a pandemic, or high flu season.
- (3) Include a process that identifies how additional ambulance unit hours will be added by the Contractor if the on-time response time performance standards are not met.
- (4) Include a map identifying proposed ambulance station(s) or post locations within the geographic area within each ERZ as indicated in this RFP. The Proposer is not required to provide ambulance stations unless staffing 24-hour shifts.
- (5) Workforce necessary to fully staff ambulances identified in the deployment plan.
- (6) Any planned use of on-call crews.
- (7) Ambulance shifts and criteria to be used in determining shift lengths.
- (8) Any mandatory overtime requirements.
- (9) Record keeping and statistical analyses used to identify and correct response time performance deficiencies.
- (10) Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- (11) Provide a sufficient number of ambulances that are fully stocked to meet 133% of peak system demand. For example, if 20 ambulances are needed to meet peak demand, then seven (7) additional ambulances are required to be fully equipped and ready for utilization to meet this standard.
- (12) The proposer must ensure their surge plan, and response to surge demand includes equal protection within the EOA.
- (13) The Contractor will have a three (3) month phase-in period to adjust their system status plan. After the phase-in period the ambulance deployment plan unit hours shall not be decreased for the next twelve (12) months of operations.

- (14) All modifications of the Contractor's system status plan will require approval from the YEMSA Administrator.

B. Stand-by and Special Events

This section evaluates the Proposer's ability to plan for and comply with requirements for stand-by and special events. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

In the event a sponsor desires a dedicated ALS stand-by ambulance at an event, the Contractor may enter into a separate contract with the sponsor for the provision of stand-by services. If Proposer enters into a contract for stand-by special event services, they shall not utilize a 9-1-1 system ambulance to staff the event.

6. VEHICLES

A. Ambulance Requirement

This section evaluates the Proposer's ability to comply with the ambulance requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

Ambulances must conform to the following requirements:

- (1) May be standard Type I, Type II, or Type III.
- (2) Must be configured to meet the safety and ergonomic needs of employees.
- (3) Be identically configured depending on ambulance type.
- (4) It is recommended that ambulances utilize hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients and EMTs/paramedics.
- (5) The use of Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and GPS mapping technology is required. The AVL system must interface with the EMD Dispatch Centers CAD system and be made available to YEMSA and EMS providers. The Contractor is responsible for all fees associated with the purchase and monthly operations of the AVL system and necessary systems to share the CAD system information with YEMSA and EMS Providers.
- (6) Meet or exceed Federal and State standards at the time of the vehicle's original manufacture, except where such standards conflict, in which case the State standards shall prevail.
- (7) Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association.
- (8) Meet or exceed the equipment standards of the State of California.
- (9) Ambulances shall be limited to a maximum mileage of 300,000 and less than 10 years of age.
- (10) Ambulances not new at the start of this contract must include a list of brand names, models, ages, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.

- (11) Ambulance signage must be approved by YEMSA prior to deployment.
- (12) The Proposer will describe how they can provide ambulance transport to accommodate a patient weighing up to 1,000 lbs. and describe the training personnel shall have for the safe movement and transport of morbidly obese patients.

B. Support Vehicles Requirement

This section evaluates the Proposer's ability to comply with the support vehicle requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) Provide specifications for any supervisor vehicle or other support vehicle to be utilized by Proposer for use under this contract.
- (2) Be able to carry all items in the YEMSA Standard Drug and Equipment List Policy.
- (3) Vehicles must not exceed 250,000 miles.

C. Vehicle Maintenance Program

This section evaluates the Proposer's ability to comply with the vehicle maintenance program requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) Provide a copy of the vehicle maintenance program. The vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern ambulance service.
- (2) Submit a copy of vehicle maintenance records for any vehicles that are not new at the start of the contract.
- (3) Submit the qualifications of maintenance personnel to be utilized.
- (4) Describe locations of maintenance services.
- (5) Describe the proposed automated or manual maintenance program record-keeping system that includes dates of inspections and repairs. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
- (6) Document Proposer's vehicle failure rate, including units in route, on scene, or with a patient on board for the past three (3) years.

D. Vehicle Safety Program

This section evaluates the Proposer's ability to comply with the vehicle safety program requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (7) The Proposer must verify that it will have an Emergency Vehicle Operator Course (EVOC) for all its field personnel, including ongoing driver training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.

- (8) Describe any other mechanism used to promote safe ambulance driving and prevention of crashes/traffic incidents, such as GPS monitoring, or other methods.
- (9) Describe how your methods reduce vehicle environmental impact.
- (10) Describe how you will provide ambulance configurations that address workforce ergonomic issues.

7. MEDICAL SUPPLIES AND EQUIPMENT

This section evaluates the Proposer's ability to comply with the medical supplies and equipment requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) Each ambulance must carry standardized equipment and supplies that meet federal, state, and YEMSA requirements, policies, and protocols. Such equipment and supplies will be stored in the same location, depending on ambulance type. Durable equipment does not need to be new at the beginning of the contract but will be required to meet all specifications and periodic maintenance as approved by YEMSA.
- (2) Describe how equipment is selected for use and the procedures that ensure such equipment is properly maintained. Describe how upgrades to equipment will be handled and funded during the duration of the contract, including items such as biomedical devices or other equipment as deemed appropriate by YEMSA.
- (3) All medical equipment shall be in good repair and in safe working order. Each ambulance will be fully stocked, and there will be sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the EMS system.
- (4) Provide a detailed list of durable medical equipment, communications equipment, and medical supplies that will be carried on ambulances, including brand name, age (biomedical equipment only), and specifications of such equipment.
- (5) Provide your supply/equipment inventory tracking and resupply process.

8. PERSONNEL

A. Workforce and Diversity

This section evaluates the Proposer's ability to comply with the workforce and diversity requirements identified below. Proposers must address the following information in their response and provide the requested information that supports this evaluation.

- (1) The County places a high priority on ensuring culturally responsive patient care with an emphasis on workforce diversity to ensure equity in serving these populations. Proposers shall define your organizational values, policies, and

structures that will enable your staff to work effectively cross-culturally and mirror the diverse nature of Yolo County.

(2) The Proposer shall establish a recruitment, hiring, and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed, and/or accredited. Field personnel with bilingual skills reflecting the diversity of languages spoken in Yolo County are highly valued. The Proposer is encouraged to describe its organization's practice in ensuring diversity in the workforce and success in addressing alignment with diverse communities served.

(3) All EMS personnel must comply with State of California Live Scan requirements for certification/accreditation.

B. Ambulance Work Schedules and Conditions

This section evaluates the Proposer's ability to comply with the ambulance work schedules and condition requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

Proposers must describe the policies and procedures used to monitor employee fatigue and impairment. Patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. To mitigate fatigue and safety concerns, Contractor's paramedics and EMTs working on an ambulance or as field supervisors should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced.

(1) Provide proposed work schedules and assignments to demonstrate reasonable working conditions for ambulance personnel.

(2) At least 51% of Contractors' employees shall be full-time.

(3) Indicate how ambulance personnel will have sufficient rest periods to ensure they remain alert and well-rested during work periods.

(4) The conduct and appearance of the Contractor's personnel must always be professional and courteous.

(5) Provide examples of work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

(6) Provide methods that will be used to minimize the turnover rate among the Proposer's personnel.

(7) Provide how you measure workload and fatigue for ambulance crews.

(8) Provide your personnel recruitment and screening processes.

(9) Provide your employee retention program.

(10) Provide your organization's programs, policies, and procedures for occupational health, safety, and fatigue.

- (11) Provide your pre-employment and ongoing physical and mental health ability evaluation processes.

C. Stations and Field Sub-stations

This section evaluates the Proposer's ability to comply with 24-hour employee stations and field sub-station requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

The Contractor is encouraged to provide appropriate accommodations for 24-hour employee stations and "field sub-stations." Stations and field sub-stations should be located at strategic posts that are accessible to on-duty field-based personnel 24/7. At a minimum, these facilities shall:

- (1) Be climate-controlled (air conditioning and heat),
- (2) Have adequate and comfortable seating to accommodate a complete on-duty crew,
- (3) Have at least one (1) operable toilet, sink, and microwave, as well as a desk and task chair,
- (4) Sleeping quarters to accommodate 24-hour personnel,
- (5) Have the capability to enable patient care charting and uploading of documents,
- (6) Have adequate accommodations to meet the needs of nursing mothers,
- (7) Facilities will be compliant with OSHA/California Occupational Health & Safety Administration (CAL OSHA) regulations.

D. Compensation/Benefits

This section evaluates the Proposer's ability to provide a fair compensation and fringe benefits program. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

In order to attract and retain experienced and highly qualified ambulance personnel, the Proposer should provide for the payment of comparable wages and benefits to all EMS personnel that are generally consistent with those provided to EMS personnel in the same geographic region as Yolo County. The Proposer is encouraged to establish benefit programs that result in successful recruitment and retention of personnel. The current ambulance provider collective bargaining agreements for Yolo County can be found on the County's electronic procurement portal, BidSync.

- (1) Submit completed copies of your compensation package for ambulance paramedics and EMTs using the Excel spreadsheet found in Exhibit 3.

E. Treatment of the Incumbent Worker

This section evaluates the Proposer's support of the County's intent to retain the expertise of the existing workforce and the requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

There are many dedicated, experienced, and highly proficient paramedics, EMTs, and non-supervisory ancillary staff employed by the current ambulance provider. The Proposer will be encouraged to recruit from and preferentially hire the incumbent paramedic, EMT, and ancillary workforce. Subject to applicable federal and state laws, it is desirable a Proposer be willing and able to grant employment to qualified and experienced EMTs and paramedics who are currently employed in Yolo County and who seek employment with the Proposer.

Proposals shall provide specific plans for this effort in their proposal. The Proposer will be encouraged to provide a mechanism that enables all incumbent paramedic and EMT personnel that are offered employment with the ability to apply to retain their "seniority" status earned while working for the previous Contractor for such purposes as shift bids.

F. Ambulance Staffing

This section evaluates the Proposer's ability to comply with the ambulance staffing requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) ALS ambulances must be staffed with at least one paramedic; the second crew member may be another paramedic or a California state certified EMT.
- (2) BLS ambulances must be staffed with two (2) California state certified EMTs.
- (3) CCT ambulances must be staffed with a paramedic or registered nurse (RN) trained at the CCT level to provide a higher level of care to patients being transported between licensed healthcare facilities.

G. Management and Supervision

This section evaluates the Proposer's ability to comply with the management and supervision requirements identified below. The following positions are considered Key Employees. The YEMSA leadership team shall have direct access to key employees identified in this section at all times. This includes the right to call regular meetings with key employees, as well as unscheduled visits.

Proposers must consider the following information in their response and provide the requested information that supports this evaluation. This is to illustrate an adequate span of control and ensure employees are operating professionally and competently.

- (1) The Proposer must have dedicated in-county management and supervisory personnel to manage all aspects of ambulance service, including administration, operations, EMS training, clinical quality improvement, community outreach coordinator, record keeping, and field supervision. Field supervision shall be provided continuously, 24 hours a day.
- (2) The Proposer must specifically explain their staffing model to show sufficient personnel that will monitor, evaluate, and improve clinical care provided by the Proposer's personnel and ensure that on-duty employees are operating professionally and competently.

- (3) Identify your key employees by position for the EOA ambulance operations. Include completed Investigative Authorization – Company and Individual forms (Exhibits 9 and 10).
- (4) Provide the qualifications, including resumes, and provide job descriptions for all management, and clinical management personnel for the ambulance service.

H. Employee Safety and Wellness

This section evaluates the Proposer's ability to comply with the employee safety and wellness requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) The Proposer shall have a policy that complies with all California Occupational Safety and Health Administration (CAL OSHA requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.
- (2) Provide your organization's communicable disease control and safety policies and procedures.
- (3) Identify personal protective equipment provided to EMS personnel, including uniforms, jackets for inclement weather, and OSHA/CAL OSHA compliant protective attire, including helmets, eye protection, gloves, and jackets appropriate for vehicle extrication.
- (4) All EMS personnel shall be trained in injury prevention, personal protective equipment, and universal precautions.
- (5) Proposers shall address the ergonomic needs and safety of employees when selecting ambulances for their response to this RFP and shall describe the process that includes employee input in major equipment purchases.
- (6) The Proposer shall have an employee wellness program and health screenings designed to help employees improve their overall physical health.
- (7) The Proposer shall maintain and strictly enforce policies for infection control, cross-contamination, proper cleaning and disinfection of ambulances, and soiled material disposal to decrease the chance of communicable disease exposure and transmission.

I. Critical Incident Stress Management and Employee Resilience Program

This section evaluates the Proposer's ability to comply with the Critical Incident Stress Management and Employee Resilience Program requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) Proposer shall establish a stress management and employee resilience program for its employees to include an ongoing stress reduction program, critical incident debriefs and stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program. Proposer's programs should ensure confidential, no-

cost access for employees to mental health professionals experienced with first responders.

- (2) Provide the Critical Incident Stress Management Program and Employee Assistance Program you plan to use in Yolo County.

J. Training and Continuing Education Program

This section evaluates the Proposer's ability to comply with the training and continuing education requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) Core Training Requirements:

The Proposer must provide a comprehensive training/education program for all EMS personnel. Joint training sessions for ambulance and fire service first responders are expected. Such a program shall include, but not be limited to:

- a. Advanced training for EMTs staffing ALS or BLS ambulances,
- b. Orientation to the Yolo County EMS System,
- c. Customer service and cultural sensitivity,
- d. Pre-accreditation field evaluation for paramedics,
- e. Post-accreditation education, supervision, and evaluation,
- f. Continuing education that is data-driven and aligned with quality improvement activities, including skills, procedures, protocols, identified clinical issues, and other programs,
- g. Other programs and activities to maintain uniform skill proficiency,
- h. Provide your comprehensive training and education programs for EMS personnel and how you will meet all training standards established by YEMSA policy,
- i. Provide your plan for integration of training and education with fire service first responders,
- j. Provide the orientation and other training and evaluation that is required for new field staff,
- k. Provide the process to ensure timely, accurate, and accountable communications with EMS personnel regarding changes in YEMSA policies, procedures, protocols, or precautions,
- l. Provide the qualifications, job description, and resume for your clinical leadership personnel,
- m. Provide the database system you will use for maintaining paramedic and EMT records, including employment, licensure/certification, paramedic accreditation and reaccreditation, required training programs, and on-going training.

K. Supplemental Specialty Training

- (1) Paramedics must comply with YEMSA policies for accreditation and maintain current valid certifications as defined by YEMSA policies for paramedic accreditation and reaccreditation. Required certifications currently include:

- a. American Heart Association (AHA) Advanced Cardiac Life Support (ACLS).
- b. AHA Pediatric Advanced Life Support (PALS) or Pediatric Emergencies for the Prehospital Professionals (PEPP),
- c. National Association of EMT (NAEMT) Prehospital Trauma Life Support (PHTLS) or International Trauma Life Support (ITLS).

(2) EMTs must maintain California state certification, including:

- a. Compliance with YEMSA policies for certification/recertification requirements,
- b. Optional Scope, if applicable.

L. Continuing Education Provider

The Contractor must be approved as a YEMSA Continuing Education (CE) Provider within 12 months of Contract start date. Staff responsible for clinical education and clinical quality improvement must be able to meet the qualifications for EMS CE clinical direction following the California Code of Regulations, (CCR) Title 22, Division 9, Chapter 11, and YEMSA policy.

M. Training Records

The Contractor must maintain a single electronic database of all clinical personnel training and certification records. YEMSA shall have electronic access to this database. The Contractor's database will be continually updated so that records are current. The database will include, but not be limited to:

- (1) Employment status (e.g., full-time, part-time, currently employed by, previous employment within the County),
- (2) Certification/licensure,
- (3) Paramedic accreditation/reaccreditation,
- (4) Any ongoing training required by YEMSA and YEMSA's Medical Director.

9. OPPORTUNITIES WITH FIRE SERVICES

A. Enhanced Partnerships

YEMSA and Yolo County EMS system stakeholders are looking for an emergency ambulance transport partner to join their system and bring innovative solutions to enhance emergency medical care that focuses on high-quality patient care while recognizing the value of fire services as an integral part of the EMS response system. The model desired is a team approach response to patient care.

The fire departments have expressed an interest in exploring public-private partnerships with the ambulance Contractor to maximize the coordination and capabilities of all Yolo County EMS responders. Opportunities for public-private partnerships shall include, but are not limited to:

- (1) Strengthening the relationship between Contractor's clinical quality managers and fire training officers

- (2) Skills training for optional scope EMT for all areas within the County
- (3) Online or in-person education and training for fire departments (targeted at volunteer agencies)
- (4) Restock of medical supplies, at a minimum, used during a call by the ground ambulance Contractor
- (5) Develop a strategy to return firefighters who assist with patient care during transport back to their fire station
- (6) Explore possibilities for backup ambulances stationed at fire departments interested in public-private partnerships. UC Davis Fire has expressed interest in such a partnership for backup or surge ambulance upon implementation, by YEMSA, of a tiered ALS/BLS system.
- (7) Explore shared purchasing to maximize cost efficiencies.

Fire departments interested in maximizing the coordination and strengthening public-private partnerships are expected to respond to emergency medical incidents and:

- (1) Assess all patients when first on scene and begin treatment according to YEMSA protocol,
- (2) Reduce all incoming ambulances to Priority 2, if a Priority 1 response is not necessary,
- (3) Complete an ePCR on all medical responses to enhance patient care,
- (4) Participate in YEMSA's quality improvement program, including FirstWatch/FirstPass.

YEMSA and system stakeholders desire to provide a high level of coordinated services while also ensuring that patient charges are equivalent to other emergency ambulance service charges in the region and are reimbursable under state and federal law. Enhanced partnerships will benefit the patient and provide improvements in a coordinated response.

10. HOSPITAL AND COMMUNITY REQUIREMENTS

A. Hospital and Contractor Coordination

This section evaluates the Proposer's ability to comply with the hospital interface requirements identified below. Please address the following information in your response and provide the requested information that supports this evaluation.

- (1) The Proposer will describe a user-friendly and effective system for hospitals to communicate with:
 - a. Ambulance management and clinical quality improvement staff.
 - b. Ambulance paramedics and EMTs.
- (2) Hospitals require the electronic transmission of 12-lead ECG in accordance with YEMSA policies and for suspected STEMI prior to patient arrival. The 12-lead ECG will be included in the electronic copy of the patient's medical

record. Describe how you will make 12-lead ECG available to the hospital prior to patient arrival in accordance with YEMSA policies.

- (3) Ambulance staff are required to provide early notification of incoming patients with all pertinent information presented in a concise and standardized format and according to YEMSA policy.
- (4) The ImageTrend ePCR will be available to hospital personnel according to YEMSA policy.

B. Community Involvement

This section evaluates the Proposer's ability to comply with the community involvement requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) The Contractor will be required to plan and implement community education programs and coordinate with other EMS providers based on community health trends. These educational programs shall include presentations to diverse community groups and may include, but are not limited to, conducting citizen CPR training events, Stop the Bleed, health and career fairs, participation in EMS week and other educational activities involving prevention and appropriate use of the 9-1-1 system.
- (2) Describe any provisions you will make to address linguistic access for non-English speakers in your public education and outreach activities.
- (3) Provide your proposed community education and illness/injury programs for Yolo County. Include timelines and measures.
- (4) The Contractor will report on these activities to YEMSA periodically as determined by YEMSA.
- (5) The Contractor will participate in community health initiatives established with YEMSA.
- (6) The Contractor shall work with stakeholders to create pathways for students to begin EMS careers. The proposers shall identify methods to enhance outreach to students at an early educational stage to provide education on EMS healthcare careers.
- (7) The Contractor will provide local EMS training programs with priority placement for student field observation and field internships.

11. DISASTER PREPAREDNESS/RESPONSE

A. Multi-Hazard Disaster and Multi-Casualty Plans

This section evaluates the Proposer's ability to comply with the Multi-Hazard Disaster and Multi-Casualty Plans requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) The Contractor shall have an internal Multi-Hazard Disaster Plan which includes, but is not limited to, triggers for activation, notifications,

communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.

- (2) The Contractor shall participate in disaster planning activities and participate in the Health Preparedness Coalition (HPC) and other disaster committees as requested by YEMSA. This includes assigning a disaster coordinator to have responsibility for mass-casualty and disaster planning and providing field personnel and transport resources for participation in any YEMSA-approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.
- (3) The Contractor shall maintain a cache of portable oxygen supplies, portable tanks, and regulators, to be made available during a disaster response as directed by the YEMSA administrator or Medical Health Operational Area Coordinator (MHOAC).
- (4) Provide an example of how your organization has participated in disaster exercises or actual disasters. Include how the event was evaluated and corrective actions taken to improve future responses.
- (5) The Contractor must agree to contract with the Emergency Medical Services Authority (EMSA), to house, maintain, manage, and staff the EMSA state-issued Disaster Medical Support Unit (DMSU). This includes deploying the DMSU when requested by the YEMSA Administrator, or the MHOAC, via the MHOAC/Regional Disaster Medical Health Coordinator (RDMHC) mutual assistance system. This vehicle shall not be used in routine, day-to-day operations and shall be fully stocked at all times and kept in good working order. The DMSU shall be available for an emergency response to a disaster site or designated location. This vehicle may be used to carry EMS personnel and equipment to a disaster site.
- (6) Contractor shall ensure all EMS personnel, supervisory personnel, and management personnel are trained in Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS). Current training standards include:
 - a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800, and SEMS,
 - b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS,
 - c. Management personnel and personnel who may be assigned to a Departmental or Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, G191, and SEMS.
- (7) The Contractor will ensure EMS personnel responding to a Mass Casualty Incident (MCI), disaster, or other large-scale emergencies are fully trained in the EMS system.
- (8) Identify staff that will have primary responsibility for disaster preparedness, provide the job description, and any required specialized training.
- (9) The Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST Unit leaders have been appropriately trained and approved by YEMSA and EMSA.

- (10) The Contractor will ensure that field and supervisory personnel be familiar with and trained to the standards defined in the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties, as necessary.

B. Disaster Reimbursement

YEMSA will make reasonable efforts to support the Contractor in obtaining reimbursement for disaster response efforts both within and outside of the County when such funds are available. The Contractor will ensure all documentation meets Federal Emergency Management Agency (FEMA) eligibility and/or other federal funding standards, policies, and guidelines.

C. Mutual Assistance

This section evaluates the Proposer's experience with providing mutual assistance requirements identified below. Please consider the following information in your response and provide the requested information that supports this evaluation.

To the extent units are available and consistent with its primary responsibility to provide ambulance and emergency medical services, as requested or approved by YEMSA and/or MHOAC, the Contractor will render "automatic aid" and "mutual assistance" to adjacent jurisdictions. The Proposer will provide their process to render and receive "automatic aid" and "mutual assistance" to those providers of emergency medical services operating within adjacent areas in and out of Yolo County.

12. QUALITY MANAGEMENT

A. Quality Improvement (QI) Program and Ongoing Quality Improvement Requirements

This section evaluates the Proposer's ability to comply with the QI program and ongoing QI requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) The Proposer will have a comprehensive QI and performance measures program. This program will include all operations and services and not be limited to clinical care. Data shall be presented as part of the required online compliance utility program in a format approved by YEMSA.
- (2) The QI program must meet the requirements of the CCR Title 22, Chapter 12 (EMS System Quality Improvement), YEMSA policies, and YEMSA EMS Quality Improvement Plan (EQIP).
- (3) The program must be organized, coordinated, and include a multidisciplinary approach to the assessment of prehospital emergency medical response to improve patient care and outcomes.
- (4) The program must include methods to measure performance, customer service satisfaction, identify areas needing improvement and implementation of improvement plans, and then evaluate the results.

- (5) Contractor will be required to submit a QI Plan annually. The QI Plan shall be reviewed for appropriateness to the provider's operations and revised as needed in consultation with YEMSA. The QI Plan shall include, but not be limited to, a summary of how the QI program addresses indicators and performance measures.
- (6) Participate in YEMSA's quality initiatives, including making relevant records available for program monitoring and evaluation.
- (7) Participate in clinical trials or pilot projects as approved by the YEMSA Medical Director.
- (8) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when issues are identified that need improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the YEMSA Medical Director or his/her designee.
- (9) Submit all required reports to demonstrate how Proposer will be compliant with clinical standards and clinical benchmarks as determined through the clinical standards setting process.
- (10) Submit data consistent with CA HSC §1797.227, that would allow YEMSA to participate in the California EMS System, including but not limited to Quality Core Measures Project, CARES, National EMS Quality Alliance (NEMSQA), and AHA Mission: Lifeline.
- (11) Additional reports may be required as part of local QI programs for improvement, including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, sepsis, choking, childbirth, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, EMT and paramedic skill retention, and safety.

B. Inquiries, Complaints, and Incident Reporting

This section evaluates the Proposer's ability to comply with the inquiries, complaints, and incident reporting requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) The Contractor will develop a mechanism for internal and external customers to comment on the care provided by Contractor and will provide YEMSA access to customers' comments.
- (2) The Contractor will provide prompt response and follow-up to inquiries and complaints within a minimum of three business days and report findings to YEMSA.
- (3) The Contractor will have a system to account for patient belongings.
- (4) The Contractor will complete an incident or unusual occurrence report within 24 hours for personnel involved in an unusual occurrence. The Contractor will immediately notify YEMSA of potential violations of YEMSA policy or California Law.

- (5) The Contractor will cooperate with YEMSA and the California EMS Authority in the investigation of an incident or unusual occurrence.

13. ELECTRONIC PATIENT CARE REPORTING REQUIREMENTS

A. This section evaluates the Proposer's ability to comply with the ePCR requirements identified below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) The Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (CFR) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), and regulations promulgated there under by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws (collectively the Privacy Laws.) The requirements of the Privacy Laws include but are not limited to the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- (2) The Contractor will be required to utilize an ePCR, approved by YEMSA, according to CA HSC Section §1797.227. The ePCR shall be accurately completed to include all information as identified in YEMSA policy.
- (3) The County is interested in implementing one ePCR software product for all providers in Yolo County to improve efficiency and reduce documentation errors. YEMSA will utilize ImageTrend as the data repository for all CEMSIS data. The Proposer shall agree to utilize the ImageTrend ePCR platform, provide a mechanism to upload the ePCR to all 9-1-1-receiving hospitals
- (4) Proposers must utilize ImageTrend as their PCR system and comply with NEMSIS and CEMSIS mapping standards and the data dictionary promulgated by the California EMS Authority and YEMSA requirements. The ImageTrend ePCR shall have the capability to:
 - a. Link with the CAD to import all relevant EMD and response data for all calls.
 - b. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.
 - c. File the ePCR data directly into the patient's electronic health record for a better longitudinal patient record.
- (5) The Contractor will be responsible for paying all YEMSA's annual ImageTrend licensing fees, including all associated costs identified in Exhibit 6.
- (6) An ePCR must be completed for all patients in a timely manner according to YEMSA policy. The Proposer must describe a process to demonstrate

ePCR accountability through CAD reconciliation for every response and patient contact.

- (7) As health information systems evolve, the Contractor will agree to collaborate with YEMSA and local hospital(s) to establish and participate in a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment, and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients.
- (8) Provide a description of computers utilized for ePCR, including the wireless communication capabilities provided to each ambulance unit and staff vehicle.
- (9) Describe the process for patient care records to be made electronically available to the receiving hospital.

14. DISPATCH REQUIREMENTS

This section evaluates how the Proposer plans to dispatch ambulances in the EOA and comply with the minimum services requirements outlined in Exhibit 11. Proposers must fully describe their dispatch method, staffing, technology, backup systems, supervision, and QI process.

There are two dispatch centers in Yolo County, YECA, and the City of Davis. Currently, only YECA provides EMD for resource determination in accordance with YEMSA's EMS Medical Director and dispatch protocols. The Contractor will be required to operate or contract for, their own dispatch center to manage their ambulances and provide CAD-to-CAD links to the YEMSA-authorized EMD dispatch center(s). The Contractor will be required to pay for all costs associated with the establishment of CAD-to-CAD links, (Exhibit 6). Until such time as the City of Davis becomes a YEMSA-approved EMD dispatch center, the city will notify the ambulance Contractor of a medical call by telephone or other reliable methods.

The County's authorized EMD Center will provide Medical Priority Dispatch for resource determination in accordance with YEMSA's Medical Director and Dispatch Protocols. The authorized EMD Center will determine the Contractor's priority level for all emergency 9-1-1 ALS and BLS calls within the EOA following YEMSA-approved EMD policy.

15. FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A. Patient Fees

This section evaluates the Proposer's patient fee schedule consistent with the standards articulated below. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) Current ambulance transport patient fees are included in Exhibit 2. Exhibit 2 does not include the current provider's itemized supply billing.

- (2) Submit the Proposed Ambulance Rates on the Excel spreadsheet provided in Exhibit 3.
- (3) Patient fees proposed by Contractor must be fixed for at least one (1) year from the beginning of the contract.

B. Budget and Fiscal Sustainability

This section evaluates the Proposer's budget and other submitted financial documents. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) Provide all budget information on the Excel spreadsheet provided in Exhibit 3 (active spreadsheet is available on BidSync website).
- (2) Provide detailed information on the full cost of the proposed service, including the allocation of indirect costs.
- (3) Provide a statement of the method of financing and attach any necessary endorsement documents for all start-up and operational costs, including, but not limited to, the initial ambulance fleet, equipment, and facility leases required to begin operations.
- (4) Provide a statement of the amount of funding that will be dedicated to reserve for contingencies.
- (5) The Proposer shall submit financial statements for all financial and/or in-kind corporate/parental entity support to show all sources of funding that will support the provision of ambulance services within the EOA.
- (6) If the Proposer's corporate/parental structure is larger than only the provision of ambulance service for Yolo County's EOA, this statement shall include disclosing the full cost allocation of all shared overhead services charged to the Yolo County ambulance service for the EOA (including rationale). Typical overhead services include but are not limited to risk management, insurance, purchasing, maintenance, rent, legal and human resource, or other functions if those functions are not solely dedicated to ambulance service in the EOA.
- (7) Proposers will disclose, if applicable, the interest or use rate at which the parent/corporate entity loans money or services to the subsidiary corporation providing ambulance services to Yolo County's EOA.
- (8) Using the Excel spreadsheet provided, provide the above information for the start-up costs for each year of the five (5) years of operation. Additionally, provide complete information on projected revenue from ambulance service billing for each of the five (5) years. If revenue from ambulance service billing does not cover the expected costs of operations, document your projected source of revenue to offset the loss and provide a projected timeframe to recoup losses. "Full Cost" means all costs attributable to the provision of service. The active spreadsheet can be found on the Yolo County BidSync Electronic Procurement program.

- (9) Provide a statement indicating the Proposer will comply with all financial reporting requirements, payments, services charges, profit, and ambulance rate adjustments as identified in Exhibit 6.

C. Billing and Collection

This section evaluates the Proposer's billing system and collection practice. Proposers must consider the following information in their response and provide the requested information that supports this evaluation.

- (1) The Proposer will be responsible for considerate billing and collection practices. Proposer's collection practices shall follow all State and Federal collection laws and regulations. Proposer's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- (2) The Proposer will have personnel available to provide an initial response to questions regarding patient bills. The Proposer will provide interpreter service, relative to billing and collections, to parties having limited English proficiency.
- (3) The Proposer will have a billing and collections system that is well-documented, easy to audit, customer-friendly, ability to obtain reimbursement from third-party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.
- (4) Direct patient billing statements will be itemized so that all charges are clearly explained.
- (5) If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- (6) If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

D. Financial Hardship

This section evaluates the Proposer's financial hardship policy. The policy is to include the following information.

- (1) Proposer shall provide a copy of a written financial hardship policy addressing the needs of patients who do not have medical insurance and who have limited financial capacity.
- (2) The Proposer shall extend discounts to patients based upon their financial hardship policy. Such discounts will consider federal poverty level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, and any extenuating circumstances.
- (3) The Proposer will submit an annual customer satisfaction survey provided by an external agency approved by YEMSA.

- (4) Describe your billing and collection system, including Spanish or other language preferences.
- (5) Provide a copy of a billing late notice.
- (6) Describe how your organization evaluates and improves the billing and collection system.

16. SYSTEM ENHANCEMENTS

This section evaluates the Proposer's innovative solutions to provide added value to the community. Proposers shall describe their experience, if any, with the provisions of innovative EMS system enhancements.

The County is interested in exploring innovative solutions that could provide added value to the community. Such programs should be goal-directed, meeting a defined need of a specific patient population in a local community as articulated by local stakeholders and supported by formal health needs assessments. Proposed programs should also be team-based, integrating multiple providers, both clinical and non-clinical, to meet the holistic needs of patients served by the program.

YEMSA anticipates further development and collaborative efforts to enhance the EMS system. The Contractor is required to actively participate in county-wide EMS activities, work groups, and studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at-risk and mental health patient populations.

Preventative services and alternative solutions include but are not limited to improvements in EMD and the exploration of an Emergency Communication Nurse System (ECNS) , Clinical Computerized Decision Support Systems, Community Paramedic Programs, triage, alternative destination programs, assess and refer protocols, and field telemedicine. All services, solutions, and programs shall be medically guided and approved by the YEMSA Medical Director. Any new programs shall have a comprehensive evaluation process to assess patient outcomes to ensure employee and patient safety. Although many of these programs have not been implemented, it is the intent of the County that the Proposer will agree to meet with the County to determine the scope of the program and the Proposer's cost, and any available funding opportunities.

V. INSURANCE

The Contractor shall provide proof of insurance or a letter from their insurance company/underwriter of their ability to obtain and maintain the minimum insurance coverage in full force and effect throughout the term of this contract and thereafter as to matters occurring during the term of this contract. If the Proposer is self-insured, the Proposer shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

Provide proof of ability to obtain insurance as identified below:

<input type="checkbox"/>	<p>General Liability (Including operations, products, and completed operations, as applicable.)</p>	<p>The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence. The policy coverage shall include:</p> <ul style="list-style-type: none"> a. Premises operations and mobile equipment. b. Products and completed operations. c. Broad form property damage (including completed operations). d. Explosion, collapse, and underground hazards. e. Personal injury. f. Contractual liability. g. TEN MILLION DOLLARS (\$10,000,000) general aggregate limit.
<input type="checkbox"/>	<p>Automobile Liability</p>	<p>Primary insurance coverage shall be written on an International Organization for Standardization (ISO) Business Auto coverage form for all owned, hired, and non-owned automobiles (any auto). The policy shall have a combined single limit of not less than FIVE MILLION DOLLARS (\$5,000,000) for bodily injury and property damage per occurrence.</p> <p>If the Contractor is transporting one or more non-employee passengers in the performance of contract services, the automobile liability policy shall have a combined single limit of TEN MILLION DOLLARS (\$10,000,000) for bodily injury and property damage per occurrence.</p>
<input type="checkbox"/>	<p>Workers' Compensation</p>	<p>A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) limits covering all persons, including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.</p> <p>If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code, and the requirement for Workers'</p>

		<p>Compensation coverage will be waived by the County’s Director of Risk Management.</p> <p>With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.</p>
□	Umbrella Liability Insurance	An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, and personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
□	Employers’ Liability	ONE MILLION DOLLARS (\$1,000,000) - each accident, ONE MILLION DOLLARS (\$1,000,000) policy limit bodily injury by disease, ONE MILLION DOLLARS (\$1,000,000) each employee bodily injury by disease.
□	Professional Liability (Errors and Omissions)	<p>Professional Liability – Professional Liability Insurance with limits of not less than ten million dollars (\$10,000,000) per claim and TWENTY MILLION DOLLARS (\$20,000,000) aggregate limits.</p> <p style="text-align: center;">or</p> <p>Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than TEN MILLION DOLLARS (\$10,000,000) and TWENTY MILLION DOLLARS (\$20,000,000) aggregate limits</p> <p style="text-align: center;">or</p> <p>If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.</p>
□	Abuse/ Molestation Insurance	Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than ONE MILLION DOLLARS (\$1,000,000) with a TWO MILLION DOLLARS (\$2,000,000) aggregate limit.
□	Environmental Liability	In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission (NRC), shall have the following additional requirements:

		<p>a. Environmental Liability Insurance with a combined single limit of not less than FIVE MILLION DOLLARS (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.</p> <p>b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.</p>
□	Cyber Liability	<p>Cyber Liability Insurance with limits of no less than ONE MILLION DOLLARS (\$1,000,000) for each occurrence or event with an annual aggregate of FIVE MILLION DOLLARS (\$5,000,000) covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response costs as well as regulatory fines and penalties.</p>
□	Performance Security	<p>The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract, a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of FIVE MILLION DOLLARS (\$5,000,000) payable without condition to Yolo County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said, contract may be amended, supplemented or extended.</p> <p>If using a performance bond, it must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with §995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.</p>

VI. STANDARD TERMS AND CONDITIONS

The Proposer should be prepared to enter into an agreement that addresses all components necessary for implementing the provisions of this RFP and proper oversight for the provision of 9-1-1 ambulance services. Please reference Exhibit 12 for an example of a Yolo County Contract template.

VII. EXHIBITS

EXHIBIT 1 – Maps of EMS Exclusive Operating Areas

EXHIBIT 2 – Yolo County Ambulance Transportation Rates

EXHIBIT 3 – Financial Reporting Requirements Excel Spreadsheet

EXHIBIT 4 – Proposers Scoring

EXHIBIT 5 – Attestation

EXHIBIT 6 – Financial Requirements

EXHIBIT 7 – Response Time and Liquidated Damages

EXHIBIT 8 – Clinical Performance Standards and Liquidated Damages

EXHIBIT 9 – Investigative Authorization – Company

EXHIBIT 10 – Investigative Authorization – Individual

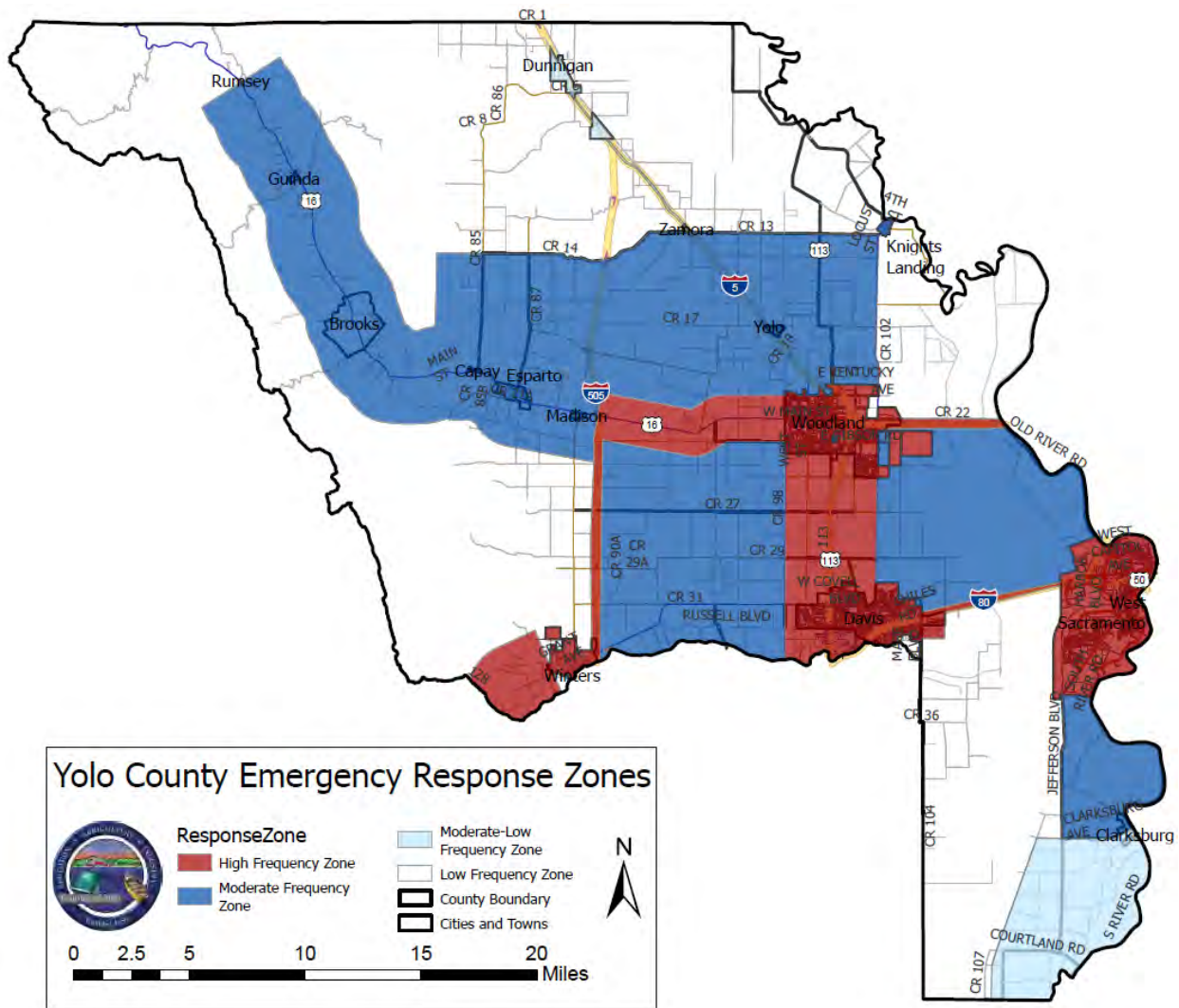
EXHIBIT 11 – EMS Dispatch

EXHIBIT 12 – Yolo County Contract Template

EXHIBIT 15 – Definitions

VIII. EXHIBIT 1 – MAP OF EMS EXCLUSIVE OPERATING AREAS

Emergency Response Zones (ERZ) were established by YEMSA, YEMSA EMS Medical Director, and EMS system stakeholders. Four (4) 9-1-1 ERZs were developed for the EOA and are defined by ambulance call frequency. Each ERZ is geographically and demographically diverse and includes urban, suburban, and rural zones.



Priority Level	High Frequency ERZ	Moderate Frequency ERZ	Moderate Low Frequency ERZ	Low Frequency ERZ
1	8:00	15:00	20:00	30:00
2	15:00	30:00	35:00	45:00

3	30:00	45:00	50:00	1:00:00
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IX. EXHIBIT 2 – YOLO COUNTY CURRENT AMBULANCE TRANSPORTATION RATES

Yolo County Emergency Medical Services Agency (YEMSA)
Ambulance Service Providers Rates 2/1/2023 – 2/29/2024

Yolo County Exclusive Operating Area (EOA)
 Emergency Ambulance Services
 Advanced Life Support (ALS) & Critical Care Transport (CCT)

Contracted with:
 American Medical Response (AMR)

<u>Description</u>	<u>Rate</u>
ALS Base 911	\$2,937.70
CCT - Specialty Care	\$6,587.91
BLS Base Non-Emergency	\$2,474.49
ALS Mileage	\$72.10
BLS Mileage	\$72.10

Basic Life Support (BLS)

<u>Agency</u>	<u>BLS Base Non-Emergency</u>	<u>BLS Mileage</u>
AlphaOne Ambulance	\$2,400.00	\$54.00
Medic Ambulance	\$2,456.61	\$60.22
NORCAL Ambulance	\$2,850.00	\$71.50
ProTransport-1 Ambulance	\$1,571.01	\$57.75

X. EXHIBIT 3 – FINANCIAL REPORTING REQUIREMENTS

Instructions for Revenue and Expense Assumptions MS-Excel File

Instructions

The Proposer is to complete the Revenue Assumptions, Expense Assumptions, and Output tabs to their best ability using the information listed in the RFP data provided by the YEMSA.

The active spreadsheet can be found in the Yolo County BidSync Electronic Procurement program.

Expense Assumptions

Description		Year 1	Year 2	Year 3	Year 4	Year 5	Comment / Explanation
Operating Expense Assumptions							
Headcount (FTEs)							
	Salary Range (Year 1)						
	Low						
	High						
Paramedics	\$						
EMTs	\$						
Position	\$						
Position	\$						
Position	\$						
Position	\$						
Position	\$						
Position	\$						
Position	\$						
Position	\$						
Position	\$						
Subtotal - Headcount (FTEs)							
	Calculated Annual Increase						
Salaries and Wages							
Employee Regular	0.0%	\$	-	\$	-	\$	-
Employee Overtime	0.0%	\$	-	\$	-	\$	-
Contract Labor	0.0%	\$	-	\$	-	\$	-
Subtotal - Salaries and Wages	0.0%	\$	-	\$	-	\$	-
Payroll Taxes & Employee Benefits							
All Payroll Taxes / Workers Comp	0.0%	\$	-	\$	-	\$	-
Employee Benefits							
Pension (Employer Match)	0.0%	\$	-	\$	-	\$	-
Medical / Health Care	0.0%	\$	-	\$	-	\$	-
Dental	0.0%	\$	-	\$	-	\$	-
Vision	0.0%	\$	-	\$	-	\$	-
Uniforms	0.0%	\$	-	\$	-	\$	-
Other	0.0%	\$	-	\$	-	\$	-
Subtotal - Payroll Taxes & Employee Benefits	0.0%	\$	-	\$	-	\$	-
Purchased Services							
Partnership/Subcontracting	0.0%	\$	-	\$	-	\$	-
EMS Agency Oversight and Monitoring Services	0.0%	\$	-	\$	-	\$	-
Centralized EMD Dispatch Center	0.0%	\$	-	\$	-	\$	-
Firstwatch Initial Charge	0.0%	\$	-	\$	-	\$	-
Firstwatch Annual Charge	0.0%	\$	-	\$	-	\$	-
ImageTrend Annual Charge	0.0%	\$	-	\$	-	\$	-
Other Purchased Services	0.0%	\$	-	\$	-	\$	-
Subtotal - Purchased Services	0.0%	\$	-	\$	-	\$	-
Estimated Response Time Penalties	0.0%	\$	-	\$	-	\$	-
General & Administrative							
Professional services / consulting fees	0.0%	\$	-	\$	-	\$	-
Rent / leases	0.0%	\$	-	\$	-	\$	-
Utilities and telephone	0.0%	\$	-	\$	-	\$	-
Office supplies / equipment	0.0%	\$	-	\$	-	\$	-
Billing and collection expense	0.0%	\$	-	\$	-	\$	-
General and Auto Liability Insurance	0.0%	\$	-	\$	-	\$	-
Performance Security expense	0.0%	\$	-	\$	-	\$	-
Other Overhead expense	0.0%	\$	-	\$	-	\$	-
Corporate / Regional allocations	0.0%	\$	-	\$	-	\$	-
Depreciation	0.0%	\$	-	\$	-	\$	-
Other	0.0%	\$	-	\$	-	\$	-
Subtotal - General & Administrative	0.0%	\$	-	\$	-	\$	-
Vehicles							
Vehicle Lease	0.0%	\$	-	\$	-	\$	-
Gas, oil, tires	0.0%	\$	-	\$	-	\$	-
Repairs and maintenance	0.0%	\$	-	\$	-	\$	-
Depreciation	0.0%	\$	-	\$	-	\$	-
Other	0.0%	\$	-	\$	-	\$	-
Subtotal - Vehicles	0.0%	\$	-	\$	-	\$	-
Medical Supplies / Equipment							
Equipment Lease	0.0%	\$	-	\$	-	\$	-
Medical Supplies	0.0%	\$	-	\$	-	\$	-
Repairs and maintenance	0.0%	\$	-	\$	-	\$	-
Depreciation	0.0%	\$	-	\$	-	\$	-
Other	0.0%	\$	-	\$	-	\$	-
Subtotal - Medical Supplies / Equipment	0.0%	\$	-	\$	-	\$	-
Other Operating Expenses							
Information Technology expenses	0.0%	\$	-	\$	-	\$	-
Training / OJ expenses	0.0%	\$	-	\$	-	\$	-
Community Education expenses	0.0%	\$	-	\$	-	\$	-
Other dispatch/communication expense	0.0%	\$	-	\$	-	\$	-
Depreciation	0.0%	\$	-	\$	-	\$	-
Other	0.0%	\$	-	\$	-	\$	-
Subtotal - Other Operating Expenses	0.0%	\$	-	\$	-	\$	-
Interest Expense	0.0%	\$	-	\$	-	\$	-
Total Operating Expenses	0.0%	\$	-	\$	-	\$	-
Additional Calculations							
		Year 1	Year 2	Year 3	Year 4	Year 5	Comment / Explanation
Additional Calculations							
		Year 1	Year 2	Year 3	Year 4	Year 5	Comment / Explanation

XI. EXHIBIT 4 – PROPOSER SCORING SHEET

Proposer Minimum Qualification Sheet

To qualify for evaluation by the Proposal Review Committee (Committee), a Proposer must meet the following minimum qualifications with a YES score in all categories.

Proposal Meets Minimum Qualifications YES/NO

Category	YES	NO
Organizational Experience		
Key Leadership Experience		
Reference Letters		
Financial Condition, Budget, and Financial Sustainability		
Evidence of Ability to Provide Performance Bond or Irrevocable Letter of Credit		
Legal History		
Evidence of Insurance or Ability to Obtain Insurance		

Proposal Review Committee Instructions

A Proposal Review committee chosen by the County shall review, rate, and rank all proposals based on criteria identified in this RFP.

In selecting an exclusive provider, the Committee shall review the following considerations:

- (1) The quality of the service to be provided,
- (2) The level of service to be provided,
- (3) The rates charged to the public for services provided,
- (4) Documented evidence of ability to work effectively with local agencies,
- (5) Evidence of expertise, capability, and capacity to provide for or arrange for ambulance services as described in the RFP,
- (6) The financial stability of the service to be provided,
- (7) The effect Proposer's wages, benefits, shift schedules and expected productivity will have on the Proposer's ability to attract and retain experienced personnel, especially the existing employed Paramedics and EMTs in Yolo County.

Committee participants will receive a copy of all submitted proposals, along with a Proposer Scoring Sheet to rate each proposal based on the information provided to evaluate the response against the RFP criteria.

The Evaluator Rating Descriptions provide directions for scoring each of the Scope of Work items and Special Provisions within the RFP. The Committee participants should mark the column that best represents the rating for each section. Individual Committee members will remain confidential. It is likely the scores will be aggregated and shared in the final process.

Evaluation Guide

- (1) Does the Proposer provide complete responses in accordance with the RFP specifications?
- (2) Does the Proposer demonstrate relevant experience to conduct the scope of work outlined in this RFP?
- (3) Does the Proposer demonstrate knowledge of state and local standards required for this procurement?
- (4) Does the Proposer adequately address all portions of the scope of work described in this RFP?
- (5) Does the proposal clearly explain the roles each person assigned to the project will have in connection with the RFP?
- (6) Do the individuals assigned to the project possess relevant education, training, and experience to perform their roles in the scope of work?
- (7) Does the proposal sufficiently describe the Proposer's plan for meeting the reporting requirements described in this RFP?
- (8) Do the proposed ambulance rates accurately reflect the Proposer's effort to meet requirements and objectives?
- (9) Does the proposed Operating and Start-up Budget demonstrate an understanding of and adherence to the requirements described within this RFP?

Rating	Description	Points Awarded
Excellent	The proposal successfully addresses all relevant aspects of the elements being evaluated and provides clear examples of how they will accomplish this requirement. Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.	100%
Very Good	The proposal addresses the elements well; although there may be some inconsistency in the examples provided, all requirements are addressed. Good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.	80%
Minimally Satisfactory	The proposal addresses the elements adequately; although limited examples are provided, and certain requirements are not completely addressed. Average probability of success, however some objectives may be met in a minimally sufficient manner.	60%
Fair	The proposal broadly addresses the elements; however, details are missing and there are significant weaknesses that would need additional clarification or justification concerning meeting the overall criterion. There is a reasonable probability of success, however, some objectives may not be met.	40%
Poor	The proposal has inherent weaknesses concerning the elements being evaluated and does not materially support the criterion and falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per the RFP	20%
No Response	The Proposer did not provide information related to this scoring element.	0%

Proposer Name:

Evaluator Number: _____ **Date:** _____

Evaluator Rating								
SECTION IV - SCOPE OF WORK AND SCORING CRITERIA Scope of Work and Special Provisions are outlined in the RFP. The sections are provided as a guide, and the numbering corresponds to the sections being scored.	Excellent	Very Good	Minimally Satisfactory	Fair	Poor	No Response	Total Points per Item	Total Points Possible per Category
2. System Requirements								5
A. System Monitoring, FirstWatch Surveillance Platform							5	
B. County Compliance Contract Management, Monitoring, and Regulatory Activities								
3. Response Time Standards								30
A. Response Time Standards							30	
4. Clinical Performance Standards								40
A. Clinical Performance Standards							40	
5. Ambulance Deployment and System Status Plan								50
A. Deployment Requirements							45	
B. Standby and Special Events							5	
6. Vehicles								15
A. Ambulance Requirements							5	
B. Support Vehicle Requirements								
C. Vehicle Maintenance Program							10	
D. Vehicle Safety								
7. Medical Supplies and Equipment								10
A. Medical Supplies and Equipment							10	
8. Personnel								105
A. Workforce and Diversity							5	
B. Ambulance Work Schedules and Conditions							10	
C. Stations and Field Sub-Stations								
D. Compensation/Benefits							15	
E. Treatment of Incumbent Worker								
F. Ambulance Staffing							5	
G. Management and Supervision							40	
H. Employee Safety and Wellness								
I. Critical Incident Stress Management and Employee Resilience Program							10	

J. Training and Continuing Education Program								20	
K. Supplemental Specialty Training									
L. Continuing Education Provider									
M. Training Records									
9. Opportunities with Fire Services									20
A. Enhanced Partnerships								20	
10. Hospital and Community Requirements									15
A. Hospital and Contractor Coordination								5	
B. Community Involvement								10	
11. Disaster Preparedness/Response									20
A. Multi-Hazard Disaster and Multi-Casualty Plans								10	
B. Disaster Reimbursement								5	
C. Mutual Assistance								5	

12. Quality Management									50
A. Quality Improvement Program and Ongoing Quality Improvement Requirements								40	
B. Inquiries, Complaints, and Incident Report								10	
13. Electronic Patient Care Report									15
A. Electronic Patient Care Report (ePCR)								15	
14. Dispatch Requirements									25
A. Dispatch Requirements								25	
15. Financial and Administrative Requirements									35
A. Patient Fees								25	
B. Billing and Collection								10	
C. Financial Hardship									
16. System Enhancements									10
A. Enhancements to the EMS System								10	
Total Score									445

XII. EXHIBIT 5 – ATTESTATION

The Proposer acknowledges and agrees that by submitting a proposal, the Proposer attests that the Proposer has read the entire RFP and all Exhibits and understands all of the requirements contained within prior to submitting their proposal.

The Proposer also acknowledges and agrees that by submitting a proposal, the Proposer is expressing that they will accept all of the following statements as true if their proposal is selected:

- (1) Proposer will comply with all elements of their proposal.
- (2) Proposer will comply with County Contract Standard Terms and Conditions (Exhibit 12) and Insurance Requirements, Section 6.
- (3) Proposer will comply with all YEMSA policies and protocols.
- (4) Proposer will pay Liquidated Damages as part of the contract for under performance, and the Proposer understands that Exhibits 7 and 8 list the exemption considerations.
- (5) Proposer understands the County's authorized EMD Center(s) will provide EMD and MPDS services in accordance with the YEMSA Medical Director's Dispatch Policies, Protocols and Procedures and will comply with all communication requirements in Exhibit 11.
- (6) Proposer understands they will be required to operate an ambulance dispatch center for ambulance dispatch services.
- (7) Proposer will purchase for licensure under YEMSA the EMS system monitoring products, ImageTrend, data repository, FirstWatch (FirstWatch Online Compliance Utility [OCU] & FirstPass) surveillance platform, pay for all connections, programming charges, and agree to pay the ongoing maintenance charges.
- (8) Proposer will comply with all the financial requirements as identified in Exhibit 6.
- (9) Proposer will pay YEMSA support charges for contract compliance management and regulatory activities as identified in Exhibit 6.

XIII. EXHIBIT 6 – FINANCIAL REQUIREMENTS

Financial Reporting

- (1) The Contractor shall make available quarterly system reports to include revenue and system expenses as compared to budget in a manner approved by YEMSA.
- (2) The Contractor shall make available a Year-end Financial Report to the YEMSA Administrator for review. This report shall include annual financial statements reviewed by an independent certified public accountant in accordance with generally accepted accounting procedures. Statements shall be available to YEMSA on an annual basis within one hundred twenty (120) calendar days of the close of the Contractor’s fiscal year. If the Proposer’s financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Yolo County operation shall be required and shall be subject to the independent auditor’s review.
- (3) The Proposer shall provide a statement agreeing to provide YEMSA all financial reports identified above, including an annual audited financial statement according to Generally Accepted Accounting Principles (GAAP).

Payment and Charges

The Contractor shall also be required to pay a service charge in accordance with the cost of contract compliance monitoring as set by YEMSA and the Board of Supervisors. This charge is intended to offset YEMSA’s cost of oversight of Contractor’s operations. The contract compliance monitoring charge is estimated to be SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) for the first year of the contract and will receive an annual Consumer Price Index (CPI) adjustment. The Contractor will pay the following service charges as estimated below annually:

Estimated Annual Services	
YEMSA Oversight & Monitoring Services	\$700,000
One-Time RFP Cost Recovery	\$125,000
ImageTrend, Data Repository System Annual estimate	\$48,000
FirstWatch, Online Compliance Utility (OCU), FirstPass Initial	\$125,000
FirstWatch, OCU, FirstPass Annual	\$12,500
CAD to CAD Link Charges (per dispatch center)	\$50,000

- (1) The County’s intent for this RFP is to provide a business model that will provide high-quality, stable, long-term, efficient, and cost-effective emergency ambulance services.
- (2) In the event that changes occur within the EOA service area that substantially impacts the Contractor’s cost of providing services, such that CPI-based rate

adjustments do not compensate for the increased cost of operating the 9-1-1 ambulance service, the Contractor may request an additional rate increase, which shall be subject to approval by the Yolo County Board of Supervisors after YEMSA has completed a contract audit completed at the Contractor's expense.

Ambulance Transport Rate Adjustments

- (1) The rates proposed in this RFP may be increased annually to adjust for inflation. No later than forty-five (45) days before each adjustment date, the Contractor may request YEMSA to consider approval of a rate adjustment. There will be no rate adjustments in the first year of the agreement.
- (2) To ensure a fair and appropriate cost to residents and visitors to the County, the YEMSA Administrator will have the final authority to set the CPI rate adjustment, which shall not be unreasonably denied. YEMSA Administrator's decision will be made in consultation with County fiscal personnel and informed by documentation submitted by the Contractor to substantiate the need for a rate increase. Such documentation may include but is not limited to audited financial statements, collection rates, and payor mix. Notwithstanding anything in this section, a rate increase request greater than 10% will require Yolo County Board of Supervisor's approval.
- (3) Ambulance rates may be adjusted annually to compensate for inflation which shall be based on the percentage increase in the average CPI of the following Consumer Price Index factors for All Urban General Consumers (CPI-U) and the Medical Care Services of the Commodities and Services Group of the CPI for All Urban Users, San Francisco-Oakland-San Jose ("Bay Area CPI") index, as compiled and reported by the Bureau of Labor Statistics for the previous twelve (12) month period for which published figures are then available:
 - a. Fifty percent (50%) of the CPI – Medical Care Index
 - b. Fifty percent (50%) of the CPI – All Urban General Consumers (CPI-U)
- (4) In the event that changes occur within the County that substantially impact the Contractor's ability to provide services, such that CPI-based rate adjustments do not compensate for the increased cost of operating the 9-1-1 ambulance service, the Contractor may request an additional user fee increase, which shall be subject to approval by the Yolo County Board of Supervisors.
- (5) YEMSA reserves the right, in its sole discretion, to conduct an audit whenever the Contractor requests a fee increase above 10%. The purpose of the audit is to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. YEMSA will hire the auditor, and the cost of the audit will be paid by the Contractor. The auditor will identify key agreement terms and conditions and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, and correspondence). The audit report will provide findings, conclusions, and recommendations related to the Contractor's

compliance. Failure of the Contractor to comply fully with the audit shall result in denial of the requested rate increase.

- (6) Any service payment increases will not exceed the Bay Area CPI index unless otherwise stated in contractual agreements.

XIV. EXHIBIT 7 – RESPONSE TIME AND LIQUIDATED DAMAGES

Contract Oversight

The goal of the County is to ensure a high-performance EMS system. This represents a system that has high expectations for Contractor performance rather than one that provides for liquidated damages as a normal part of operations. It is anticipated for this RFP that the successful Proposer will perform above standard, and liquidated damages will rarely be assessed. YEMSA will require the Contractor to implement a performance improvement plan that includes a root cause analysis for any Emergency Response Zone (ERZ) falling below ninety percent (90%) and for every Extended Response. The Performance Improvement Plan will be reported and approved by YEMSA before the implementation of a corrective action plan which may require the addition of ambulance unit hours and changes to the system status plan. YEMSA believes all attempts should be made to comply with Response Time standards, such as system status plan adjustments or increased staffing of ambulances to reduce the likelihood of assessing any liquidated damages. YEMSA will address the issue of performance over liquidated damages in detail in the Contract with the successful proposer.

The EOA is designed to provide specific response times to the various ERZs within Yolo County. There are four ERZs distinguished by response time performance requirements. Response Time compliance will be measured monthly. A measurement period will be the completion of one hundred (100) calls, or the end of the year, whichever comes first. The Proposer shall meet or exceed the relevant response time ninety percent (90%) of the time.

Emergency Response Zones and Priority Level

The chart below demonstrates the maximum ambulance Response Time requirement for each Priority Level in each ERZ.

Yolo County Ambulance Response Time Requirements					
Priority Level	Compliance	High Frequency ERZ	Moderate Frequency ERZ	Moderate Low Frequency ERZ	Low Frequency ERZ
1	90%	8:00	15:00	20:00	30:00
2	90%	15:00	30:00	35:00	45:00
3	90%	30:00	45:00	50:00	60:00

Yolo County utilizes Priority coding for emergency medical responses. The Contractor is responsible for complying with the three (3) priorities listed below for all emergency requests that originate within the EOA.

- (1) Priority 1 - Potentially Life-Threatening Emergency Response (including

- emergency ALS IFT i.e. STEMI, Stoke, Trauma)
- (2) Priority 2 - Non-life-threatening Emergency Response (ALS or BLS Ambulance)
- (3) Priority 3 - Non-Emergency Response (BLS ambulance)

Yolo County utilizes Priority coding for all medical requests, including ALS IFT and CCT transports. The Contractor is responsible for complying with response times for Priority 4 and 5 identified below.

- (1) Priority 4 – Scheduled IFT ALS Transports
- (2) Priority 5 - CCT Transports; Contractor may enter into a subcontract for additional CCT services.

IFT and CCT transports are measured separately at the 90th percentile standard for scheduled transports.

Response Term	Compliance Standard
Emergency ALS IFT	8:00 minutes
Scheduled ALS IFT	+/- 15 minutes of scheduled time
Scheduled CCT	+/- 15 minutes of scheduled time

Liquidated Damages

Liquidated Damages may be assessed, on a monthly basis, per ERZ for Priority 1, Priority 2, and Priority 3 calls Any ERZ with fewer than one hundred (100) responses in a single month shall be evaluated per one hundred (100) calls, not by month. In the event compliance in a given ERZ falls below ninety percent (90%) of the performance requirement, and exceptions have not been approved for Priority 1, Priority 2, and Priority 3 calls, liquidated damages may be assessed by YEMSA per the chart below.

Priority 1, 2 & 3 Responses	
Compliance %	Liquidated Damages
89% to-89.99%	\$4,000
88% to 88.99%	\$6,000
Less than 87.99%	\$8,000

The Contractor will be required to conduct a comprehensive performance improvement process and submit it to YEMSA within fifteen (15) days following the identification of underperformance. YEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action. Corrective action may include adjustments to the system status plan or other measures to comply with the ninety percent (90%) minimum requirement.

The chart below demonstrates the liquidated damages that may be assessed by YEMSA for Priority 4 and Priority 5 for underperformance.

Priority 4 & 5 Responses	
Compliance %	Liquidated Damages
89% to-89.99%	\$750
88% to 88.99%	\$1,500
Less than 87.99%	\$2,000

Priority 4 scheduled ALS IFT Transports, and Priority 5, scheduled CCT will be monitored monthly for compliance to the ninety percent (90%) standard, in all ERZs. Liquidated Damages will only be assessed if a Response Time compliance falls below the ninety percent (90%) performance requirement and exemptions have not been approved. In addition, the Contractor will be required to conduct a comprehensive performance improvement process any time performance is below ninety percent (90%). The Contractor will be required to submit the performance improvement plan to YEMSA within fifteen (15) days following the identification of underperformance. YEMSA will review and provide further recommendations as necessary. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

- (1) In the event Contractor fails to meet minimum response times for Priority 1, Priority 2, or Priority 3 in the same ERZ for a second consecutive month, a \$10,000 liquidated damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved. If the Contractor is not successful in meeting compliance following these measures, the Contractor will be considered in Breach of Contract.

- (2) In the event Contractor is out of compliance for Priority 1, Priority 2, or Priority 3 in multiple (two or more) ERZs more than two times in a year, a \$20,000 liquidated damage assessment will be applied, and Contractor will be required to add additional ambulance unit hours until compliance has been achieved. If the Contractor is not successful in meeting compliance following these measures, the Contractor will be considered in Breach of Contract.

Liquidated Damages - Extended Response

The Contractor may be assessed liquidated damages if there is a single Extended Response greater than five (5) minutes of the response time requirement for that ERZ. Example: A High Frequency response requirement of eight minutes and zero seconds (8:00) has an on-scene time greater than thirteen minutes and zero seconds (13:00). The provider will be assessed and pay liquidated damages in the amount of \$250.00 for being over five (5:00) minutes late on that one response.

Priority Level	High Frequency	Moderate Frequency	Moderate Low Frequency	Low Frequency
Priority 1	> 13:00	> 20:00	> 25:00	> 35:00
Priority 2	> 20:00	> 35:00	> 40:00	> 50:00
Priority 3	> 35:00	> 50:00	> 55:00	> 65:00

Additional Liquidated Damages

Additional Liquidated Damages Assessment (per incident)	
Preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with County approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	\$350
Failure of the crew to report response times at-scene and the at-scene time is not verifiable by other pre-agreed reliable means	\$250
Failure of the crew to complete an ePCR and provide it to receiving hospital following YEMSA Policy	\$150

Response Time Management

- A. Dispatch CAD data and the FirstWatch OCU is the program YEMSA will utilize to monitor this agreement. The program shall be used to calculate all Contractor Response Times. Ambulance Response Time measures are designed to provide the appropriate prehospital clinical care in a time frame that is appropriate to the patient’s situation. Response times shall be measured in minutes and seconds and compliance determined on a fractile basis.
- B. Response Time specifications are a performance-based approach involving defined ERZs. The Proposer will be expected to employ any effort necessary to achieve the Response Time requirements for ambulance service requests within each ERZ.
- C. Each incident is a separate response.
- D. Each incident will be counted as a single response regardless of the number of units that are utilized.
- E. The Response Time of the Contractor’s first arriving emergency ambulance will be used to compute the Contractor’s Response Time for that incident. This includes an ambulance response from an entity requested to provide Mutual Aid for the Contractor.
- F. If the Contractor implements a surge ambulance program with an approved fire department, the use of a surge ambulance shall comply with the terms outlined in the YEMSA approved agreement between parties and will be monitored as

part of the response time compliance by YEMSA.

Calculation of Response Times

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is transmitted to the assigned ambulance crew:
- (1) Call priority
 - (2) Exact address or descriptive location, such as a building or landmark
 - (3) If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at that time.
- B. Calculation of Response Time shall stop when:
- (1) The assigned ambulance notifies dispatch that it is "on-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident.
 - (2) In the event "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area documented by CAD.
 - (3) At the time that dispatch notifies the assigned ambulance to cancel its response.

In incidents when the assigned ambulance crew fails to report their arrival on scene, the time of the next radio communication from the crew or other at-scene personnel to dispatch that indicates the ambulance has already arrived at the scene shall be used as the arrival on scene time. The Contractor may also validate on-scene time by MDC time stamp as documented in CAD or AVL playback.

C. Calculating Response Times - Changes in Call Priority

Response Time calculations to determine compliance with Agreement standards and liquidated damages for non-compliance shall be as follows:

- (1) Downgrades – If a call is downgraded to a lower priority before the emergency ambulance arrives at the scene, the Contractor's compliance and liquidated damages will be calculated based on whether the higher priority Response Time standard has been exceeded at the time of the downgrade.
- (2) Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident before the emergency ambulance arrives on scene, the Contractor shall be deemed compliant and not subject to liquidated damages, provided the upgrade, or change in priority does not occur after the passage of the lower priority Response Time threshold.
- (3) Reassignment Enroute – If an emergency ambulance is reassigned enroute or turned around prior to arrival at scene (e.g., to respond to a higher priority

request), compliance and liquidated damages will 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) Canceled Calls – If an assignment is canceled before the emergency ambulance arrives on scene, compliance and liquidated damages will be calculated based on the elapsed time from dispatch to the time the call was canceled.

D. Response Time Corrections and Exceptions

- (1) Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned ambulance crew fails to report their arrival on scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival on-scene time. Alternatively, on-scene time may be validated by CAD timestamp or GPS based on AVL playback.

- (2) In some cases, specific responses will be excepted by YEMSA and deemed as compliant responses to be included in Response Time compliance calculations. These Exceptions will be for good cause only, as determined by YEMSA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.

- (3) The Contractor shall file a request for each desired Response Time correction or Exception monthly with YEMSA utilizing the OCU program. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The YEMSA Administrator or their designee will respond to time correction requests utilizing the OCU. Examples of Exceptions include but are not limited to:

- (1) Automatic Appeals (to be granted by YEMSA):

- a. The call was downgraded in Priority by on-scene responders or by the dispatcher following County protocol and is Response Time compliant.
- b. The call was upgraded in Priority and is Response Time compliant.
- c. Response canceled before the unit arrived on the scene; must provide evidence that call was canceled within required Response Time.

- (2) Case-by-Case Appeals (to be considered by YEMSA):
 - a. Off-road or off-paved road locations. Off-road is not generally intended to include locations with privately maintained driveways, parking lots, or other access points are generally designed and intended for standard two-wheel drive vehicles to access and travel. The on-time performance will be measured from the time of dispatch to the time the ambulance arrived at the unpaved road.

E. Response Time Exemptions

- (1) The Contractor shall maintain sufficient resources to achieve the specified Response Time standards. The Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional unit hours of ambulance coverage for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather-related anomalies, to accommodate related additional workload.
- (2) Exemptions will only be considered when the Contractor deploys the minimum number of ambulance unit hours specified in the approved system status plan.
- (3) In the monthly calculation of Contractor's performance to determine compliance with Response Time Standards, every request for ambulance service located within the Contractor's assigned EOA shall be included except in some cases, late and specified other responses will be excluded from Response Time compliance calculations and financial liquidated damages. These Exemptions will be for good cause only, as reasonably determined by YEMSA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor. The Contractor may request that a response be excluded from the calculation of Response Time Standards if that call meets the criteria defined below. The Contractor shall file a request for each desired Response Time Exemption monthly with YEMSA using OCU. Such request shall list the date, the time, and the specific circumstances causing the delayed response. YEMSA shall grant or deny exemptions to performance standards and shall advise the Contractor. YEMSA will respond to Exemption requests utilizing the OCU.

Examples of Exceptions include, but are not limited to:

- (1) Automatic Appeals (to be granted by YEMSA):
 - a. Additional ambulances responding to the same incident; the first unit must meet the Response Time standard.
 - b. The responding ambulance is involved in a traffic collision, and Contractor is determined not to be at fault by law enforcement.

- (2) Case-by-Case Appeals (to be considered by YEMSA):
- a. The wrong address provided by the requesting party.
 - b. Incomplete, or materially inaccurate location information relayed from the PSAP to the Contractor's dispatch.
 - c. An unavoidable delay caused by road construction.
 - d. Restricted roadway access.
 - e. Weather conditions that impair visibility or create other unsafe driving conditions.
 - f. Activation of Multi-Casualty Incident (MCI) Management Plan and greater than or equal to $\geq 20\%$ of the current deployment is utilized at the incident.
 - g. Ambulance Patient Offload Time delay (APOT) delays greater than 60 minutes in transferring care to a hospital emergency department for $\geq 20\%$ ambulances in approved system status plan. It will be the Provider's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of the call through time unit available).
 - h. All other exemption requests shall be for good cause only, as determined by YEMSA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing excessive response time.

F. Response Time Reporting Requirements

1. Response Time performance reporting requirements and documentation of incident time shall include, but are not limited to:
 - a. Time call received by dispatch
 - b. Time call received by Contractor
 - c. Time location verified
 - d. Time ambulance crew assigned
 - e. Time enroute to scene
 - f. Arrival on scene time
 - g. Arrival at patient's side
 - h. Total on scene time
 - i. Time enroute to transport destination
 - j. Total time to transport to the destination
 - k. Arrival time at the destination
 - l. Time of patient transfer to receiving hospital personnel (transfer of care)
 - m. Time available at the destination (i.e., return to in service status).
2. These reporting requirements may change. YEMSA agrees to meet and confer with Contractor over such changes. If reporting requirements are

modified, and Contractor demonstrates an associated financial impact, YEMSA agrees to meet and confer with Contractor over the impact and cost or revenue mitigation.

3. The Contractor must synchronize its clocks with the Universal Time Coordinated (UTC). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

4. Phase-In Period (Discovery Period):

For the first three (3) months after the agreement is implemented, beginning March 1, 2024, through May 31, 2024, Response Time requirements specified herein shall be enforced, but liquidated damages will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, Response Time requirements must be met, and liquidated damages will be assessed for non-compliance.

5. Other Repercussions:

If YEMSA, with the recommendation of the Emergency Medical Care Committee (EMCC) or other advisory committee designated by YEMSA, determines that Contractor has failed to maintain Response Time compliance as required in any ERZ which have not been granted Exceptions and/or Exemptions for three consecutive months, the County may determine that Contractor has breached their Agreement.

County and Contractor acknowledge that the purpose of the Response Time compliance requirements is to ensure the quality of patient care and that invoking the breach provision relative to Response Time compliance may be necessary only where Contractor is not operating in good faith to resolve issues affecting patient care. Therefore, prior to invoking a breach of contract for Response Time non-compliance, County shall provide Contractor an opportunity to cure any failure to comply with Response Time requirements and agrees not to invoke the breach provision if Contractor demonstrates good faith and best efforts to resolve issues contributing to Contractor's failure to meet the Response Time compliance requirements. Actions constituting best effort include, but are not limited to, the following:

- (1) Contractor agrees to conduct and participate in a performance improvement process to identify causes and opportunities to reduce the number of late responses.
- (2) In consultation with YEMSA, Contractor agrees it will utilize its best efforts, available resources, and technology to implement all performance improvement recommendations.
- (3) The Contractor agrees to conduct a 100% review (Clinical and Operations) on all Extended Response calls.

Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under this paragraph if it has previously been afforded two such cure opportunities during the preceding three years.

6. Payments and Use of Liquidated Damage Funds:

- (1) YEMSA will make the final liquidated damages determination based on this section and will inform the Contractor of the incidents and liquidated damages incurred on a monthly basis. The Contractor shall pay YEMSA all liquidated damages within 30 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Contractor will pay all liquidated damages to the YEMSA EMS System Enhancement Fund.
- (2) Liquidated damages collected will be utilized following YEMSA policy.

XV. EXHIBIT 8 - CLINICAL PERFORMANCE STANDARDS, EXEMPTIONS & LIQUIDATED DAMAGES

Clinical Performance Measures:

A. Participation in State and National Benchmarking

YEMSA will require the submission of data consistent with CAL HSC §1797.227 that would allow the County to participate in the California EMS System Core Quality Core Measures Project, CARES, National Emergency Medical Services Quality Alliance (NEMSQA: formerly Emergency Medical Services [EMS] Compass), and AHA Mission: Lifeline.

B. YEMSA EMS Clinical Performance Measures

YEMSA requires the Proposer to describe how they will conform to jointly developed Clinical Performance Standards based on the measures listed below. The proposal may contain additional Clinical Performance Standards. The agreed upon Clinical Performance Standards will become part of the contract. It is understood, due to the nature of Clinical Performance Standards, a phase-in period may be necessary, and measures may not be completely defined at the beginning of the contract. The Performance Measures will be based on the YEMSA Policy and Protocol Manual, state regulations, and current best practices. These may include but are not limited to, assessment, treatment, communication, transport, and documentation, such as:

Assessment

- (1) Blood Glucose measurement for patients with altered neurological function
- (2) 12-lead ECG obtained in patients with chest pain of suspected cardiac etiology
- (3) Injured patients assessed for pain
- (4) Weight estimate for pediatric patients

Treatment

- (1) Aspirin (ASA) administered for chest pain of suspected cardiac etiology
- (2) Glucose or glucagon administered for hypoglycemia
- (3) Benzodiazepine (BZD) administered for status epilepticus
- (4) Nitroglycerin (NTG) administered for acute pulmonary edema
- (5) Albuterol administered for symptomatic asthma or Chronic Obstructive Pulmonary Disease (COPD)
- (6) Pain management (pharmacologic or non-pharmacologic) if pain scale >2/10
- (7) End-tidal CO₂ measured on every successfully placed subglottic and supraglottic airway, e.g., endotracheal intubation, and i-gel®.

Communication and Transport:

- (1) Prearrival hospital notification for stroke, STEMI, or major trauma
- (2) Direct transport of a patient with stroke, STEMI, or trauma meeting

triage guidelines to the appropriate designated Specialty Care Center

Documentation:

- (1) For refusal of care or transport, documentation that the patient has decisional capacity
- (2) Documentation of stroke scale assessment and time last known well for patients with stroke

Summary of Yolo County EMS Clinical Performance Standards

The chart below summarizes the background and derivation of the Clinical Performance Standards.

	CA Core Measures ¹	NEMSQA ²	Mission: Lifeline ³	GAMUT ⁴	Meyer et al ⁵	TQIP ⁶
Assessment						
Blood Glucose measured for altered mental status (AMS)	X	X		X	X	
12-lead ECG for chest pain			X			
Injured patients assessed for pain		X				
Pediatric weight estimation		X				
Treatment						
ASA for chest pain	X		X		X	
NTG for chest pain or pulmonary edema					X	
Glucose given for hypoglycemia	X	X				
BZD for status epilepticus		X			X	
Albuterol for asthma or COPD	X				X	
Treatment of pain if > 2/10		X				
End-tidal CO ₂ for Endotracheal Intubation (ETI)						
Communication						
Pre-arrival hospital notification for stroke, STEMI, or major trauma	X		X			
Transport						
Stroke, STEMI, or major trauma to specialty care center	X	X	X		X	X

Additional Suggested Measures (for consideration by Proposer)

- (1) Medication Errors - total annual or rate
- (2) Ambulance accidents – response or transport
- (3) Mechanical issues delaying ambulance response or transport
- (4) Patient complaints

- (5) Patient satisfaction surveys
- (6) EMS stakeholder and customer satisfaction surveys
- (7) Sex and race dis-aggregated metrics including but not limited to Pain Management

Measurement of Clinical Performance Standards

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing the level of effort is necessary to achieve the agreed-upon Clinical Performance Standards. As identified in the RFP, there are specific timelines for these to be developed in collaboration with YEMSA. It is understood that adequate time is being provided to determine a baseline measurement for each of the ongoing performance standards. The Contractor shall ensure EMS personnel are trained to current YEMSA standards in a manner consistent with this goal. Below are examples of Clinical Performance Measures used to indicate performance throughout EMS systems.

Example of Clinical Performance Standards	EMD	BLS	ALS	911 Receiving Hospital	Specialty Care
Cardiac Arrest	<ol style="list-style-type: none"> 1. Identification of cardiac arrest 2. High Priority Dispatch 3. Instructions for chest compressions 	<ol style="list-style-type: none"> 1. Confirm pulselessness 2. Cardio-Pulmonary Resuscitation (CPR) 3. Automated External Defibrillator (AED) 	<ol style="list-style-type: none"> 1. Cardiac Monitor 2. Vascular Access 3. Medications 4. ECG if Return of Spontaneous-Circulation (ROSC) 		<ol style="list-style-type: none"> 1. ECG if (ROSC) 2. PCI for STEMI 3. Targeted Temperature Management
Chest Pain – Non-traumatic	<ol style="list-style-type: none"> 1. Determine call acuity level 	<ol style="list-style-type: none"> 1. Assess Vital Signs 2. Administer O₂, titrate SpO₂ to > 94% 	<ol style="list-style-type: none"> 1. Cardiac monitor 2. 12-Lead ECG 3. ASA 	<ol style="list-style-type: none"> 1. 12-Lead ECG within 10 minutes of arrival 	<ol style="list-style-type: none"> 1. 12-Lead ECG within 10 minutes of arrival
Shortness of Breath	<ol style="list-style-type: none"> 1. Identify high priority 	<ol style="list-style-type: none"> 1. O₂ 2. Assess 	<ol style="list-style-type: none"> 1. Assess O₂ 2. Albuterol for asthma/COPD 3. NTG for Pulmonary Edema 		

Altered Neurological Function	1. Identify high priority	1. Assess vital signs 2. SpO ₂ 3. Blood glucose (BG) 4. Treatment for low BG 5. Naloxone for suspected opioid overdose	1. Evaluate for stroke 2. Blood Glucose 3. Vascular Access 4. Treatment for low BG		1. If stroke suspected, Computed Tomography / Computed Tomography Angiography (CT/CTA)
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Clinical Performance Standard Liquidated Damages

It is the goal of YEMSA is to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, there is a period of 18 months to identify, test, implement a process to measure specific clinical performance, and evaluate performance improvement strategies.

The Contractor shall work with YEMSA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates after the initial 18 months period. If Contractor underperforms, based on baseline compliance rates, the Contractor shall conduct a comprehensive performance improvement process that includes identification of root cause. The Contractor will be required to implement a corrective action plan. YEMSA’s Medical Director will work in consultation with the Contractor to make recommendations, and YEMSA’s Medical Director will have final approval of any corrective actions prior to implementation. If the Contractor fails to identify, evaluate, and then implement a corrective action plan, Liquidated Damages shall be assessed.

The Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to YEMSA and the County. It will be impracticable to determine the actual amount of damage, whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and YEMSA agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed the Liquidated Damage amounts are not to be considered a penalty but shall be deemed, taken, and treated as a reasonable estimate of the damage to the County. If all corrective actions identified are implemented, no Liquidated Damages will be assessed.

The Contractor shall pay liquidated damages to YEMSA every quarter that Contractor fails to attain Clinical Performance Standards and understands the Clinical Performance Standards will be periodically updated to reflect current medical standards in collaboration with the Contractor. Liquidated Damages shall be assessed by YEMSA and paid by the Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement process has been established and assessed. The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established as part of the Contract. It is understood that these standards

and baseline metrics will be established through a collaborative process, and the standards and metrics will change and or be modified over the terms of the agreement.

Clinical Performance Standard Examples	Baseline Metric	Under-performance	Damage Assessed	Under-performance	Damages Assessed	Under-performance	Considered Breach of Contract
Blood Glucose measurement for patients with altered neurological function	90%	85% - 89%	\$1,500	75%-84%	\$3,000	Anything below 75% in a quarter	Notify of Contract Breach
Albuterol administered for symptomatic asthma or COPD	80%	75%-79%	\$1,500	65%-74%	\$3,000	Anything below 65% in a quarter	Notify of Contract Breach

The Contractor shall pay liquidated damages to YEMSA, for the underperformance of Clinical Performance Standard as measured quarterly unless exempted by YEMSA.

Exemptions include, but are not limited to, the following:

- (1) Verified equipment failure with appropriate documentation of reporting and resolution
- (2) Verified technical failure to upload 12-lead ECG
- (3) Communication failure for advance notice of trauma and stroke
- (4) Patient declines treatment, and it is properly documented
- (5) Specialty Care Center unable to accept stroke, STEMI, or trauma patient.
- (6) Higher priority concerns take precedence (e.g., scene safety).

REFERENCES

1. California EMS System Core Quality Measures Project – 2019 manual (rev. 8/20): https://emsa.ca.gov/wp-content/uploads/sites/71/2020/08/2019_CM_Manual.pdf
2. National EMS Quality Alliance (NEMSQA) National EMS Quality Measure Set - 2019 Revised Measures: <https://www.nemsqa.org/completed-quality-measures/>
3. Mission: Lifeline - 2021 Criteria: <https://www.heart.org/-/media/files/professional/quality-improvement/mission-lifeline/ml-ems-recognition-criteria82620.pdf?la=en>
4. Ground Air Medical Quality Transport Quality Improvement Collaborative (GAMUT) Metrics: <http://gamutqi.org/metrics.html>
5. Myers JB, Slovis CM, Eckstein M, et al: Evidence-based performance measures for emergency medical services systems: a model for expanded EMS benchmarking. *Prehospital Emergency Care*. Apr-Jun 2008; 12(2): 141-51
6. American College of Surgeons Trauma Quality Improvement Plan (TQIP): <https://www.facs.org/quality-programs/trauma/tqip/best-practice>

XVI. EXHIBIT 9 – INVESTIGATIVE AUTHORIZATION - COMPANY

The undersigned organization, a prospective Proposer, to provide 9-1-1 Emergency and Non-Emergency ground ALS ambulance transport, 9-1-1 emergency ground BLS ambulance transport, ground ALS IFT ambulance transport, and ground CCT ambulance transport services for Yolo County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require an inquiry into aspects of company operations deemed relevant by Yolo County, YEMSA, or its agents. The company specifically agrees that Yolo County, YEMSA, or its agents may conduct an investigation into, but not limited to, the following matters:

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

This authorization shall expire one year from the date of the signature.

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

Date

Organization

By: Signature (authorized representatives)

Name(s) (printed)

Title

State of _____

County
of _____

On this _____ day of _____ 2023 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement and acknowledged that s/he executed the same as her/his free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

XVII. EXHIBIT 10 – INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being (title) for _____(Company), which is a Proposer to provide 9-1-1 Emergency and Non-Emergency ground ALS ambulance transport, 9-1-1 emergency ground BLS ambulance transport, ground ALS IFT ambulance transport, and ground CCT ambulance transport services to Yolo County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. In order to judge this bid, it is necessary to require an inquiry into matters which are deemed relevant by Yolo County, YEMSA, or its agents, such as, but not limited to, the character, reputation, and competence of the company's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, and general background, and specifically agrees that Yolo County, YEMSA, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire twelve (12) months from the signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Signature

Individual Name (typed)

State of _____

County
of _____

On this _____ day of _____ 2023 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement and acknowledged that s/he executed the same has her/his free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires

XVIII. EXHIBIT 11 – EMS DISPATCH & COMMUNICATION EQUIPMENT REQUIREMENTS

The County requires the Contractor to operate their own dispatch center and manage their own ambulances, and to provide a CAD-to-CAD link(s) to all YEMSA-authorized EMD Centers. YECA is the County's primary PSAP and is currently the only approved EMD Center in the County. YECA will provide Medical Priority Dispatch for resource determination and will determine the Contractor's priority level to all 9-1-1 ALS, and BLS calls within the EOA following the YEMSA Medical Director approved EMD policies and protocols.

The County is working with the City of Davis to implement EMD services. It is anticipated that the City will have EMD in place at the start of this Contract. Until such time the city becomes a YEMSA-approved EMD dispatch center, the city will notify the ambulance Contractor of a medical call by telephone or other reliable means.

Authorized EMD Dispatch Center Services

In order to provide an effective EMD within Yolo County, the authorized EMD center will provide the following services:

- (1) Provide a system for Emergency Medical Services (EMS) dispatch meeting the International Academies of Emergency Dispatch EMD standards and YEMSA policies.
- (2) Receive and process calls for emergency medical assistance from primary and/or secondary PSAPs.
- (3) Utilize EMD for systemized caller interrogation as approved by YEMSA's Medical Director
 - a. Prioritize the urgency of the response,
 - b. Dispatch appropriate EMS resources,
 - c. Give post-dispatch and pre-arrival instructions to callers.
- (4) Coordinate with the Contractor to establish a CAD-to-CAD link at the Contractor's expense.
- (5) Coordinate with public safety and the Contractor's personnel for incident management or other related needs.
- (6) Implement priority dispatch protocols to identify the appropriate determinate and request dispatching of ALS and BLS ambulances according to YEMSA policies.
- (7) Provide uninterrupted EMD/MPDS services 24/7/365.
- (8) Ensure that a record of all calls is maintained and available to YEMSA upon

request, as defined in Title 13 of the CCR, Chapter 5, Article 1, §1100.7.

- (9) Enable CAD view capability at YEMSA if requested.
- (10) Provide access for the provision of Emergency Communication Nurse System (ECNS), and telemedicine when established by YEMSA.

Contractor Requirements

In order to provide effective dispatching of ambulances within Yolo County, the Contractor will at a minimum, provide the following services:

- (1) Shall operate and utilize a CAD system that has the capability to manage deployment of all ambulance services.
- (2) Shall have a full-time dispatch center manager with the full authority to control the re-positioning of ambulances between posts, operating areas, manage ambulance crew breaks and shift changes and shall employ experienced dispatchers to manage the providers system status plan 24/7/365.
- (3) Establish a CAD-to-CAD link with all YEMSA authorized EMD Centers.
- (4) Dispatch ambulances in accordance with the authorized EMD Center MPDS determinates following YEMSA policies.
- (5) Manage and schedule BLS, ALS IFT, and CCT transports.
- (6) Obtain, install, and maintain in the Contractor's ambulances all such communications equipment as determined by YEMSA to be necessary for the effective and efficient dispatch of ambulances, including GPS location systems.
- (7) Be financially responsible for installation, purchase, rental, and maintenance of communication equipment in all ambulances and staffed vehicles provided in this proposal.
- (8) Establish policies that ensure upon receipt of a private request for ambulance services, pertinent information, including callback number, location, time of notification, time of dispatch, and nature of the incident, is ascertained.
- (9) Deploy ambulances most optimally and efficiently, including but not limited to:
 - a. The process for making changes to the ambulance deployment plan, or the third-party software and the turnaround time for such changes,
 - b. The required information needed to ensure ambulance performance to the ambulance deployment plan, or the third-party software and the turnaround time for such changes,
 - c. The type of reports and timelines associated with these reports, in accordance with YEMSA requirements,
 - d. The anticipated dispatching performance standards and measurements.

Communication Equipment Requirement

- (1) The Contractor will be responsible to install and maintain all telecommunications equipment on the appropriate frequencies necessary

to complete the scope of work as identified in this RFP.

- (2) The current system uses Very High Frequency (VHF) band as the primary ambulance dispatch frequency and uses alphanumeric pagers or SMS messaging to mobile communication devices, MDCs, and Location Station Alerting Systems through the Centralized EMD Dispatch Center CAD system.
- (3) Fire service agencies operate on VHF radio frequencies except West Sacramento Fire, which uses 800 MHz. Contractor's supervisor units and ambulances can access this system via a separate fire channel.
- (4) The Contractor must have AVL/GPS/MDCs in place in ambulances, and field supervisor vehicles. This equipment must be integrated with the YEMSA's authorized EMD Center CADs.
- (5) The Contractor must equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance and crew member must be able to communicate at all times, in all locations, with the authorized EMD Center, other ambulances, supervisor's vehicles, receiving hospitals, and fire agencies.
- (6) Each ambulance must have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.
- (7) Each ambulance must have two (2) portable radios, one (1) for each crew member, and capable of interoperability with fire responders.
- (8) Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance will be equipped with AVL, and GPS fully interfaced to the CAD system for unit recommendation and System Status deployment purposes.
- (9) Identify all communications equipment (type, brand, number) that will be carried on ambulances and supervisors' vehicles, including, but not limited to:
 - a. Radios
 - b. AVL/GPS/MDCs
 - c. Cellular phones
 - d. Alerting devices
 - e. Laptop computers for ePCR.

XIX. EXHIBIT 12 – YOLO COUNTY CONTRACT TEMPLATE

AGREEMENT NO. ___-___
(Agreement for _____)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the County of Yolo, a political subdivision of the State of California (“County”) and _____, (describe legal status, e.g. a California corporation; a Delaware corporation authorized to do business in this State; Alma Doe, an individual doing business as AD Enterprises and authorized to do business in this State and County; a California limited liability company; a California partnership consisting of general partners Maria Doe and John Smith and various limited partners; etc.) (“Contractor”).

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code Sections 1797, et seq. at Sections 1797.224 and Section 1797.85, allows the local EMS Agency to create Exclusive Operating Areas to restrict operations to one or more providers of emergency ambulance services and Advanced Life Support (ALS) services in the development of a local plan through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981; and

WHEREAS, pursuant to California Health and Safety Code, Section 1797.200, the County of Yolo designates Health and Human Services Agency to be the local EMS Agency and to develop a written agreement with any qualified Advanced Life Support (ALS) and Basic Life Support (BLS) emergency ambulance transport provider and Advanced Life Support Interfacility and Critical Care Transport services that desires to provide these services to the Yolo County Exclusive Operating Area (EOA); and

WHEREAS, Title 22 California Code of Regulations Section 100167(b) (4) requires both public and private Paramedic Service Providers to have a written agreement with the local EMS Agency to provide advanced life support; and

WHEREAS, Section 4-6.101 of the Yolo County Ambulance Ordinance establishes the authority of the local EMS Agency to administer the emergency medical services (EMS) system; and

WHEREAS, the County circulated and distributed a request for proposals for 911 Emergency and Non-Emergency Advanced Life Support (ALS) Ambulance Transport, Emergency Basic Life Support (BLS) Ambulance Transport, ALS Interfacility Ambulance Transport and Critical Care Ambulance Transport Services, which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal for 911 Emergency and Non-Emergency Advanced Life Support (ALS) Ambulance Transport, Emergency Basic Life Support (BLS) Ambulance Transport, ALS Interfacility Ambulance Transport and Critical Care Ambulance Transport Services, which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at no cost to the County as herein specified; that it will be able to perform the herein described services at no cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform 911 Emergency and Non-Emergency Advanced Life Support (ALS) Ambulance Transport, Emergency Basic Life Support (BLS) Ambulance Transport, ALS Interfacility Ambulance Transport and Critical Care Ambulance Transport Services in accordance with Exhibits A and B, and in a manner satisfactory to the (specify lead County Department Head, e.g., County Administrative Officer, etc. or his/her written designee ("Director" or "Department Director").

B. While Contractor has the exclusive right to all 9-1-1 calls originating in the County, there are areas on the periphery of the County where the nearest appropriately staffed Ambulance may be in an adjacent jurisdiction. In the interest of meeting the medical needs of the patient as determined by the authorized EMD dispatch center, and

YEMSA policy, YEMSA may approve the use of these closer Ambulances contingent upon notice to Contractor as provided in Section XV of this Agreement and the execution of a mutual aid agreement with the operator of the closer Ambulances approved by YEMSA. Such approval of the use of closer Ambulances shall not be reasonably withheld by YEMSA. YEMSA shall have the right to withdraw approval and terminate the mutual aid agreement with the closer ambulances if it determines, in its sole discretion, that such services are no longer needed or sufficient.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP
Exhibit B	Proposal
Exhibit C	Yolo EMS Agency fee schedule
Exhibit D	Proposed Ambulance Rates
Exhibit E	HIPAA Compliance

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. Contractor shall comply with all applicable provisions of the State contract(s), and those provisions are incorporated herein as if fully set forth in this place.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges. Contractor shall not receive a subsidy from the EMS Agency or Yolo County for the performance of any services described within this Agreement.

B. Contractor shall be entitled to charge patients for the services rendered according to an approved Yolo EMS Agency fee schedule and proposed ambulance rate pursuant to Exhibits C and D. Contractor shall not discount its rates less than the rates set forth above except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).

III. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report

is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor, and which is within County's possession. No charge will be made for these materials.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

V. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four (4) years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VI. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of

Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

VII. TERM AND TERMINATION

A. The term of this Agreement shall be from _____ through _____ unless sooner terminated as hereinafter provided.

B. County may extend the Agreement for an additional five (5) year term. The extension will be based on Contractor's performance in meeting and or exceeding the performance standards outlined in the Agreement over the initial term.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty (30) day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. The Department Director is delegated the authority to terminate this Agreement in accordance with this Section on behalf of County, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Administrator or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement.

E. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall

have no obligation to provide any further services pursuant to this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, becomes excluded, debarred, or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies, and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute, or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

VIII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws

of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

X. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from the performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any

subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. Subcontractor agrees to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

D. Obligations Relating to Criminal Background Checks. If Contractor's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill, or disabled persons (hereafter in this paragraph referred to as "third persons"), then Contractor shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however, denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, Contractor shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires Contractor to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background

investigation.

Notwithstanding anything to the contrary, Contractor shall defend and indemnify the County and its officers, agents, and employees from any and all claims, actions, settlements, or judgments of whatever kind which may arise from the failure of Contractor to conduct the criminal background investigation described in this subparagraph (b) or from the failure of Contractor after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

E. Employee Character and Fitness. Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold County and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XI. CONFIDENTIALITY

A. Maintenance of Confidential Information. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws (collectively "the Privacy Laws".) as further set out in Exhibit E. Confidential information is defined as all information disclosed to or created by Contractor which relates to County's past, present, and future activities, as well as activities under this Agreement. Contractor shall hold all such information as Contractor may receive or create, if any, in trust and confidence, except with the prior written approval of County, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the

extent permitted by law, Contractor shall return to County all written and descriptive matter which contains any such confidential information, except that Contractor may retain for its files a copy of Contractor's work product if such product has been made available to the public by County.

B. Protection of Personally Identifiable Information and Protected Health Information

1. To the extent Contractor is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), Contractor shall adhere to all federal, state, and local laws, rules and regulations protecting the privacy of such information. Contractor shall adhere to all existing and future federal, state, and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of County Protected Information provided to, or accessed or created by, Contractor.
2. Contractor agrees to adhere to the applicable terms regarding the privacy and security of Protected Information.
3. Contractor shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological, and administrative safeguards are in place to protect the confidentiality of County's Protected Information, including, but not limited to, PHI and PII. Upon request, Contractor shall make available to County its policies and procedures, staff training records, and other documentation of compliance.
4. Report within 24 hours for security incidents, as defined in 45 CFR §164.304, and 1 hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations, to the County's Privacy Officer, the County's Security Officer, and to the HHS Behavioral Health Compliance Officer HHSA.BHCompliance@yolocounty.org.
5. Contractor will be responsible for all costs associated with Contractor's breach of the security and privacy of PHI/PII/other

Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, the cost to the County of any monetary sanctions resulting from a breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

C. To the extent Contractor creates, is provided, or has access to applications and records concerning any individual made or kept by County in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, Contractor shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by County and as necessary for purposes of providing services under this Agreement.

D. Protection of County Data. If Contractor will be processing and storing the County's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, Contractor shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect County data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by Contractor shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location are prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by Contractor shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of County data on removable portable storage is prohibited.

Upon termination of this agreement, Contractor shall purge all County data from all Contractor systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

Contractor shall reimburse the County for all associated costs of a breach, including but not limited to reporting costs and associated penalties the County must bear.

E. HHS Contractor Security Requirements. Whenever Contractor utilizes their own equipment to perform work under this Agreement, Contractor warrants that they have reviewed" HHS Contractor Security

Requirements" and can adhere to the minimum standards at all times.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages, and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **General Liability:** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than FIVE MILLION DOLLARS (\$5,000,000) combined single limit per occurrence, and TEN MILLION DOLLARS (\$10,000,000) general aggregate limit, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement.

b. **Automobile Liability:** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased, and non-owned vehicles used in conjunction with Contractor's business of not less than FIVE MILLION DOLLARS (\$5,000,000) combined single limit per occurrence and not less than TEN MILLION DOLLARS (\$10,000,000) aggregate. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

c. **Professional Liability/Malpractice/Errors and Omissions:** Professional liability [or errors and omissions] insurance for all activities of Contractor arising out of or in

connection with this Agreement in an amount not less than TEN MILLION DOLLARS (\$10,000,000) per claim, and TWENTY MILLION DOLLARS (\$20,000,000) aggregate.

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability**: To the extent required by law during the term of this Agreement, Contractor shall provide workers' compensation insurance for the performance of any of Contractor's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation in the amount of ONE MILLION DOLLARS (\$1,000,000)/accident for bodily injury or disease.

2. The County, its officers, agents, employees, and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be 1) the minimum coverage and limits specified in this Agreement; or 2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability

coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten [10] days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents, and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees, and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability

insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the Indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project.

In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:
Attn:

County:
Attn:

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor:

County:

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict-of-interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee,

commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XVII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XVIII. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XIX. AMENDMENT

This Agreement may be amended only by written instrument signed by

the County and Contractor.

XX. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants, or conditions of this Agreement.

XXI. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIII. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant, or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which

might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C. It is agreed that Contractor, including the agents, employees, and authorized subcontractors of Contractor, shall be the sole providers of the services required by this Agreement. Because the services to be performed by Contractor under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, County, in addition to any other rights or remedies which County may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Contractor.

D. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security requirements set forth in Exhibit E.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

Contractor

County OF YOLO

By _____

By _____
_____, Chair
Board of Supervisors

By _____

[NOTE: Insert Name/Title]

Attest:
Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:

County Counsel

XX. EXHIBIT 13 – DEFINITIONS

Advanced Life Support (ALS) – As defined in CA HSC §1797.52.

Agreement – The Contract between the Yolo County Emergency Medical Services Agency (YEMSA), Yolo County, and the Contractor awarded according to this solicitation.

ALS Unit – An ambulance specially equipped to provide advanced life support services, staffed by at least one Emergency Medical Technician (EMT) and one paramedic.

Ambulance – Any vehicle specially constructed, modified, or equipped, and licensed by the California Highway Patrol if required, and used for transporting sick, injured, infirmed, or otherwise incapacitated person, and capable of supporting Basic Life Support (BLS) or a higher level of care.

Ambulance Dispatch Center – The Contractor’s ambulance dispatch center, authorized through the ambulance Agreement with YEMSA and Yolo County.

Ambulance Ordinance – The Yolo County EMS Ordinance can be found by going to https://codelibrary.amlegal.com/codes/yolocounty/latest/yolo/0-0-0-4976#JD_Title4Chapter6

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Automated External Defibrillation (AED) – A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Authorized Emergency Medical Dispatch (EMD) Center – A Public Safety 9-1-1 dispatch center authorized by the local EMS Agency to provide EMD services.

AVL – Automatic Vehicle Locator.

Bariatric Ambulance – A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors, carry bariatric stretchers, and specialized lifting gear capable of carrying very large patients.

Basic Life Support (BLS) – As defined in CA HSC §1797.60.

BLS Unit – As defined in CA HSC §1797.60. Emergency first aid and cardiopulmonary resuscitation procedures, which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day – Monday through Friday except for holidays as observed per the California Government Code §6700 et seq.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Prioritization – A process in which service requests are prioritized based on

predefined criteria approved by the YEMSA Medical Director.

Cardiopulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions, often with artificial ventilation in an effort to manually preserve intact brain function.

Cardiac Arrest Registry to Enhance Survival (CARES) – Data registry initiated in 2004 as an agreement between the Center for Disease Control and Prevention (CDC) and the Department of Emergency Medicine at Emory University to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

Chief Financial Officer – A position appointed by the County, the Chief Financial Officer protects County financial resources and ensures adequate fiscal accountability within county government.

Clinical Performance Measures – The method or instrument to estimate or monitor the extent to which the actions of a healthcare practitioner or provider conform to practice guidelines, medical review criteria, or standards of quality.

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real-time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) – The approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials – Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the contract for or on behalf of the County, whether or not copyrighted.

Contract – The agreement between Yolo County, YEMSA, and the Contractor awarded according to this solicitation.

Contractor – The person or other entity awarded a contract in conformance with the terms of this solicitation and any subsequently agreed-upon terms.

County Data – All information, data, and other content, including confidential information and other information, whether or not made available by Yolo County, YEMSA, or Yolo County's agents, representatives, or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems – The information technology infrastructure of Yolo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County – Yolo County

Critical Care Transport (CCT) – Ambulances staffed with a paramedic or registered nurse (RN), trained at the critical care transport level to provide a higher level of care to patients being transported between licensed healthcare facilities.

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping process that focuses solely on an immediate and identifiable problem.

Deployment – The procedures by which ambulances are distributed throughout the service area. The deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that are equipped or staffed to provide EMS levels at BLS or higher for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Dispatcher – Personnel trained to local, state, and national standards on emergency medical dispatch techniques, including call screening, call and resource priority, and pre-arrival instruction.

EMS Agency – Yolo County Emergency Medical Services Agency (YEMSA).

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response, and rescue service, ambulance services, and online medical control.

EMS Aircraft – Includes air ambulances and all categories of rescue aircraft as defined in the CCR Title 22, Division 9, Chapter 8.

EMS Medical Director – shall mean the YEMSA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

EMS System – The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure a timely and medically

appropriate response to medical emergencies.

Emergency Medical Responder (EMR) – An individual specially trained at the EMR level according to standards prescribed by the CCR to respond to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of BLS according to standards prescribed by the CCR and who has a valid certificate issued according to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individuals whose scope of practice to provide advanced life support is according to the CCR and who has a valid license issued according to the CA HSC.

En route Time – The elapsed time from unit alert to unit en route.

Exclusive Operating Area (EOA) – An EMS area or subarea defined by the Emergency Medical Services Plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more ambulance services or providers of limited advanced life support or advanced life support as defined in CA HSC §1797.85.

Extended Response Time – An Extended response time is defined as any single response that is greater than five (5) minutes of the response time requirement for that Emergency Response Zone (ERZ). Example: An Urban response requirement of eight minutes and zero seconds (8:00) has an on-scene time greater than thirteen minutes and zero seconds (13:00) is an Extended Response.

First Responder – An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Force Majeure – An event or circumstance not caused by or under the control of a party and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes and zero seconds (8:00 for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90%, the standard is most commonly used. When a 90th percentile response time standard is employed, 90% of the applicable calls are arrived at in less than eight minutes and zero seconds (8:00), while only 10% take longer than 8:00 minutes.

Generally Accepted Accounting Principles (GAAP) – GAAP refers to a common set of accounting rules, standards, and procedures issued by the Financial Standards Board.

Geographical Information Systems (GIS) – A framework for gathering, managing, and analyzing data.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Interfacility Transports (IFT) – Ambulance transports between healthcare facilities.

Key Employee – Employees of the Proposer possessing unique skills and experience assigned to carry out all aspects of the contract resulting from this RFP.

LEMSA – Local EMS Agency

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer (also known as MDT- Mobile Data Terminal)

Multi-Casualty Incident (MCI) – An emergency situation where the number of patients overwhelms the available resources.

Medical Base Hospital – The source of direct medical communications and supervision of the immediate field emergency care performance by EMTs or Paramedics.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance – Shall refer to 1) responses into the Yolo County from a ground transport provider outside the County for the purpose of assisting the Contractor with ambulance requests for service; 2) responses by the Contractor to service areas outside Yolo County for the purpose of assisting the ground transport providers of areas outside of Yolo County.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

On Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle stops at the address of the call. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for public safety agencies to determine it is safe to enter. If off-road location, such as a park, un-maintained roadway, or gated access, at scene is determined by reaching the end of a maintained roadway or closed gate.

Paramedic (also known as an EMT-P) – An individual trained and licensed to

perform ALS procedures under the direction of a physician.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Proposal Review Committee (PRC) – A committee consisting of professional subject matter experts with experience in healthcare delivery models and government procurement procedures to evaluate responsive proposals based on the criteria specified in the solicitation. Committee members shall be bound by the terms of a conflict-of-interest statement and confidentiality agreement.

PST – Pacific Standard Time, including Pacific Daylight Time when in effect

Public Access Defibrillation (PAD) – A program that places automatic external defibrillators throughout communities.

Public Safety Answering Point (PSAP) – A government-operated facility that receives emergency calls for assistance through the 9-1-1 system or over private telephone lines.

Purchasing Agent – Yolo County purchasing agent is responsible for conducting the procurement process and following Board of Supervisor procurement policies.

Release at Scene – Patients refusing treatment and/or transport when the paramedic agrees there is no need for care.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by a blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management – A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient, or wasteful, effective, or

dangerous.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work that compares the available resources (unit-hours) with the actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.