



A Tradition of Stewardship
A Commitment to Service

REQUEST FOR PROPOSALS

Emergency and Non-Emergency
Advanced Life Support Ambulance
Transport

Issued By:

Napa County Health & Human Services Agency
Emergency Medical Services Office

Release Date: March 23, 2021

Due Date: June 11, 2021

Send inquiries via e-mail to JoAnn.Melgar@countyofnapa.org

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individuals with disabilities.*

Napa County Health and Human Services Agency invite experienced and qualified organizations to submit proposals to provide 9-1-1 Emergency Advanced Life Support (ALS) Ambulance Transport Services. This RFP includes the provision of emergency ambulance services to one countywide Exclusive Operating Area (EOA) which includes all incorporated and unincorporated areas of the County.

Napa County Health and Human Services, Emergency Medical Services Agency is designated by the Napa County Board of Supervisors as the Local Emergency Medical Services Agency according to California Health and Safety Code, Section 1797.200. The successful Proposer will be granted a contract for exclusive market rights for 9-1-1 emergency ALS ambulance transport services for an initial period of five years. The start date for the service will be January 1, 2022, at 00:01 AM, Pacific Time.

The County and Napa County EMS system stakeholders are looking for a 911 emergency ALS ambulance transport partner to bring innovative solutions to enhance Urban, Suburban, and Rural emergency medical systems 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. EMS Agency reserves the right to modify the dates below following its review process.

Solicitation Number	County of Napa – HHSA 22101	Time
Proposal Document Available	March 23, 2021	1:00 PM
Deadline for Written Questions	March 31, 2021	1:00 PM
Proposers Conference, Response to Questions, Amendments to RFP Released (if any)	April 8, 2021	10:00 AM
Letter of Intent Due (via email)	May 21, 2021	10:00 AM
Proposals Due	June 11, 2021	11:30 AM
Time and Place of Response Opening	June 11, 2021	1:00 PM
Oral Presentations, Proposal Review, and Selection	June 25, 2021	9:00 AM
Notice of Intent to Negotiate	June 28, 2021	10:00 AM
Notice of Intent to Award to Provider	July 30, 2021	10:00 AM
Last Day to Protest	August 6, 2021	1:00 PM
Contract Approval by Board of Supervisors	August 10, 2021	10:00 AM
Implementation of Service	January 2, 2022	00:00 AM
Mailing & Meeting Address (for hard-copy communication, proposal submission, and proposers conference location)	Napa County Health & Human Services 2751 Napa Valley Corporate Drive, Bldg. B Napa, CA 94558	
Authorized Contact Person	JoAnn Melgar, Staff Services Analyst, II	
Authorized Contact Person E-mail	JoAnn.Melgar@countyofnapa.org	

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SECTION I - INTRODUCTIONS AND BACKGROUND

1.1 INVITATION

The County of Napa (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 providers. The County is conducting this procurement on behalf of the EMS Agency and is seeking a qualified ambulance service provider to deliver these and certain related services following the expectations outlined in this RFP.

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

The outcome of this RFP will be the selection of one Proposer (Contractor) with whom the EMS Agency will negotiate an exclusive, performance-based agreement (Agreement) for the provision of:

- (1) An emergency medical ground transportation system at a paramedic "Advanced Life Support" (ALS) level of service.
- (2) Non-emergency ALS transports originating in Napa County.
- (3) Respond to 911 calls and other emergency or urgent medical call requests made by the County's designated emergency medical dispatch centers, transport patients within the emergency medical services (EMS) system, transport other patients requiring ALS service, when the transport originates in the County.

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

The initial term of the Agreement will be for the five (5) year period beginning on January 2, 2022 and continuing through December 31, 2027. There will be an option for the extension of the Agreement by the mutual agreement of the EMS Agency and the Contractor for additional periods of up to five (5) years based on the Contractors performance.

1.2 POLICY GOALS OF PROCUREMENT

The EMS Agency's overarching goals in the conduct of this procurement process 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 in return for the investments of the customer and the community.

To achieve these overarching goals, the EMS Agency is working to promote a quality EMS system, by choosing an ambulance provider that embraces our values and submit proposals that address the following essential elements:

- Prevention and early recognition
- Bystander action/system access
- Emergency Medical Dispatch
- Telephone protocols and pre-arrival instructions
- First responder and ambulance dispatch

- First responder services ALS and Basic Life Support (BLS)
- Transport ambulance services
- Direct (online) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

1.3 SCOPE OF SERVICES

This document and its provisions, attachments, addendums, and exhibits constitute the RFP for the selection of a single provider of emergency and ALS ground ambulance service for the EOA serving Napa County. The Agreement will cover the EOA that includes all of Napa County. The operation of emergency and ALS ambulance service in this area shall be consistent with the provisions of this procurement process including staffing and performance. The emergency ambulance EOA is delineated in the map entitled "Exclusive Operating Area of Napa County", on file with the EMS Agency. A map of the EOA is set forth 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.

- All the following ambulance requests originating in the Napa 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:
- All 9-1-1/PSAP requests for ambulance service,
- Requests for emergency ambulance service made directly to an ambulance service without going through an authorized 9-1-1/Public Safety Answering Point (PSAP),
- 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 once such policies are in place,
- ALS inter-facility ambulance transports from a general acute care hospital in the EOA to any other general acute care hospital,
- Requests for mutual aid by the Authorized EMS Dispatch Center,
- Requests for stand-by's 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, and every ambulance unit provided by the Contractor for emergency response must be at the ALS level. In the future, the EMS Agency may establish a tiered BLS and ALS ambulance response system using priority dispatch protocols approved by the Napa County EMS Medical Director. Clinical performance must be consistent with all EMS Agency 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 the EMS Agency Policies and Procedures as are or may be established or as developed or promulgated as part of this RFP.

- B. Medical care must meet the Clinical Performance Measures set forth herein. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the EMS Agency quality improvement program to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. 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 interfacility transfers (IFT) occurring within the EOA as the exclusive ALS IFT provider. The provider must be available in a timely manner with the appropriate level of transport determined by the hospital.

1.4 PROPOSED ENHANCEMENTS TO THE NAPA COUNTY EMS RESPONSE SYSTEM

The Napa County EMS Agency and the Napa County Health and Human Services Agency (HHSA) reviewed the current EMS system and has 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; improve the experience of care, improve the health of populations, and reduce the per capita cost of healthcare. Additionally, the EMS Agency supports an EMS System focused on patient outcomes, provider financial stability, and quality training for all EMS providers.

Napa County EMS has a solid foundation however this RFP is an opportunity to improve systems of care including:

- The full implementation of Emergency Medical Dispatch including the specialized software package for advanced caller interrogation (ProQA), and its accompanying software Advanced Quality Assurance (AQUA)
- Improvement in ambulance deployment in North County
- Clinical performance metrics for all EMS responders
- Continuation of the successful "surge ambulance" program
- Recognition of the value of BLS first responders
- Implementation of a transparent system performance oversight structure
- Fostering a collaborative working relationship among all system participants.

EMS Agency 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. EMS Agency anticipates the proposer will embrace data analytic programs such as 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.

EMS Agency acknowledges there are difficult to reach urban response areas surrounded by continuous rural and wilderness zones. Proposers are encouraged to consider ways to improve response times and strengthen the health and welfare of community members in those remote urban 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 the EMS Agency 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.

To achieve a high performing EMS program, the system must be financially sustainable over the term of the agreement and subsequent extensions. EMS Agency intends to work closely with the Contractor and stakeholders to provide adequate oversight and monitoring utilizing the FirstWatch/FirstPass surveillance platform (or equal or superior alternative) for EMS providers for response time and clinical performance requirements. Any recommendations identified as part of this RFP and adopted in the proposal must be paid for by the Contractor.

1.5 GENERAL REQUIREMENTS AND GOVERNING DOCUMENTS

In addition to establishing an EOA, EMS Agency may establish 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 addendum; County resolutions and ordinances, including the Napa County Ambulance Ordinance; and, published Agency Policies, Procedures, and Protocols and any amendments thereto, which may be found at <https://www.countyofnapa.org/756/Emergency-Medical-Services-EMS-Agency>. 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, number of patients, or 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.

1.6 DESCRIPTION OF NAPA COUNTY

Napa County is located north of San Francisco, California. The county is internationally known for its fine wines, restaurants, and world-class resorts. Napa County is home to approximately 137,744 residents with a growth rate of just 1% over the last ten-year period according to the most recent United States census data. Napa County, California is the 34th largest county in California. The residents of Napa County share a strong sense of community and a legacy of preserving and protecting its rich agricultural heritage.

Located in the heart of California’s preeminent wine region, Napa County is also part of the San Francisco Bay Metropolitan Area. With its sunny Mediterranean climate and proximity to the mountains and ocean, Napa Valley offers residents easy access to virtually unlimited shopping and dining as well as cultural and recreational opportunities.

Most Napa County residents live in one of the County’s five incorporated cities or towns, ranging from the largest, City of Napa (County seat) with a population of 80,000, to the smallest town, Yountville with a population of 2,900. With its strategic location, natural and cultural resources, history of responsible land use planning, and attractive quality of life, Napa County offers its residents the ideal mix of small-town living and big-city amenities.

Napa County Population Change 2010 to 2019	People
Population estimates, July 1, 2019	137,744
Population, Census, April 1, 2010	136,484
Population, percent change – April 1, 2010, to July 1, 2019	0.90%

Population Age and Sex	Percent
Persons under 5 years, percent	4.80%
Persons under 18 years, percent	20.20%
Persons 65 years and over, percent	19.70%
Female persons, percent	50.20%
Male person, percent	49.80%

Race	Percent
White	83.60%
Black or African American	2.50%
American Indian and Alaska Native	1.30%
Asian	8.90%
Native Hawaiian and Other Pacific Islander	0.40%
Two or More Races	3.30%

Ethnicity	Percent
Hispanic or Latino	34.60%
White, not Hispanic or Latino	51.80%

The Napa Valley Agricultural Preserve, established in 1968, was the first of its kind in the United States to set land aside specifically for agriculture. Today, nearly 90% of Napa County is under permanent or high levels of protection from development. In 2015, the Napa Valley Vintners established the goal that all its eligible members will be in the Napa Green Environmental Certification Program by the end of 2020. As of 2019, NVV is 70% of the way towards achieving this goal.

The local wine industry and related businesses provide an annual economic impact of more than \$9.4 billion locally and nearly \$34 billion in the U.S. There are approximately 700 grape growers in Napa County with approximately 475 physical wineries in Napa County, producing more than 1,000 wine brands. Ninety-five percent of the Napa Valley wineries are family-owned.

Table 1. Napa County Population Centers as of 2010 Census:

Cities/Communities	Population
Napa	76,915
American Canyon	19,454
St. Helena	5,814
Calistoga	5,155
Angwin	3,051
Yountville	2,933
Deer Park	1,267

1.7 DESCRIPTION OF THE EMS SYSTEM

A. Local EMS Agency Responsibilities

EMS Agency is the designated emergency medical services agency for Napa County. EMS Agency is responsible for the planning, implementation, evaluation, and regulation of the EMS system. The Napa County Ambulance Ordinance ensures that ambulance services in Napa County meet minimum financial, operational, and insurance requirements. The ordinance allows for permitting services and vehicles, vehicle inspections, and mechanisms to ensure that personnel have appropriate training and licensure/certification. The ordinance also provides for funding of this oversight and monitoring function by the County.

The following information is being provided on the current system for use in preparing your response to this proposal. Proposers are not required to mirror the current operations. The performance expectations outlined in this RFP call for increased integration of the countywide EMS system to maximize resources and provide additional accountability for first responder fire and EMS agencies, the Contractor, and the County.



B. Medical Control

The Napa County EMS system utilizes both on-line and off-line medical control. The County has one base hospital providing medical direction. Napa County operates primarily on standing orders with on-line medical control reserved for a few ALS interventions and physician consultation when required or needed. Napa County EMS Agency 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 (Health & Safety Code 1797.202).

Further information regarding the County's current EMS system can be found on the Napa County website (Health and Human Services Agency, Public Health Division, EMS (www.countyofnapa.org/EMS) where EMS programs, policy manuals, EMS System Plan, and an overview of the system are available for download.

C. Advisory Committees

The Contractor will be required to participate in the following committees (see www.countyofnapa.org/EMS for meeting schedule) and assign appropriate staff to represent the proposer:

- Napa County Emergency Medical Care Committee (EMCC)
- County Continuous Quality Improvement Committee
- Medical Advisory Committee
- Pre-Hospital Trauma Advisory Committee
- Public Information and Education Committee
- Cardiovascular System of Care Committee.

D. Ground Ambulance Transport (EOA Provider)

The current EOA ambulance provider is American Medical Response (AMR). They are contracted for ALS emergency and ALS non-emergency services (including ALS standby services where prehospital care may be required). BLS IFT and critical care transports (CCT) are an open market service provided by several private companies. AMR responds to 911 calls and transports patients with an ALS ambulance throughout all of Napa County. In the cities of Napa, and American Canyon, the Fire agencies respond to EMS calls with a crew and fire vehicle that provides ALS level first response and care. In all other areas of the County, the local fire agencies respond to 911 calls with BLS or First Responder trained personnel and equipment. AMR is concurrently dispatched by Napa Central Dispatch to all EMS calls throughout the County and transports the patient to the nearest appropriate hospital.

The rural areas of the County, particularly those comprising the northeastern portion of the County, present some challenges to the provision of ambulance services. Angwin Community Ambulance discontinued providing services and the EOA provider became the only ambulance resource in this area. Quick Response Vehicles (QRV) are an asset, especially in the northern part of the county with longer response times. Segments of the rural areas increase in population when school is in session in Angwin or the summer at Lake Berryessa. The QRV supports earlier ALS access in difficult to respond areas of the County. Providing for the use of an EMT and/or EMR on a surge ambulance that could meet or rendezvous with the QRV or ALS Ambulance to shorten time to ALS in rural areas is also another opportunity to be explored.

The 911 EMS system call volume for 2019 was 17,402 requests with 11,020 transports for a transport rate of 63%. A monthly, historical review of call volume be found in Exhibit 2. The table provides three years of historical call data and is not a guarantee of future calls or volume.

E. Interfacility Transfers

Contractor shall respond to hospital requests for non-emergency Interfacility ALS Transports (Priority 4). Priority 4 notifications for ambulance service are defined as non-emergency inter-facility transports requiring advanced life support monitoring or treatment. If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level notifications. In 2019, there were 999 requests for non-emergency ALS Interfacility Transports.

Basic Life Support IFT and CCT are not required as part of this RFP. CCT and BLS IFT is an open market system in Napa County. A proposer is able to participate in the open market outside of this RFP.

F. EOA Payor Mix

Calendar Year	2016	2017	2018	2019
Medicare/Medicare HMO	52.07%	52.95%	53.87%	57.31%
Medicaid/Medi-Cal HMO	15.41%	15.08%	16.27%	17.22%
Commercial Insurance	23.85%	23.43%	21.16%	16.00%
Self-Pay	8.67%	8.54%	8.70%	9.47%

G. Fire Departments

Area fire departments respond to emergency medical calls with BLS or ALS level care. The following is a list of fire departments providing first response by level(s) of service provided.

(1) American Canyon Fire Protection District

- Service Level: ALS deployed from one station centrally located within the District
- Serves a population of 20,000 people in an area of eight square miles
- Responded to 1,761 incidents in 2019
- AMR funds \$40,000 annually for the ALS program
- AMR provides surge ambulance at fire station under agreement with District

(2) Calistoga Fire Department

- Service Level: BLS
- Serves a population of 7,000 from one main station
- Responds to approximately 1,000 emergency calls in an area of 96 square miles

(3) Napa Fire Department

- Service Level: ALS
- Serves a population of 78,340 people in an area of 17.8 square miles
- Responded to nearly 10,000 incidents from five stations in 2019
- AMR funds approximately \$50,000 annually for the ALS program
- AMR provides a surge ambulance under agreement with the department

(4) Napa County Fire Department

- Service Level: BLS
- CAL FIRE under contract with Napa County for fire protection and emergency services
- five full time paid stations and nine volunteer fire companies

- AMR provides surge ambulance at Angwin Volunteer fire station

(5) Napa State Hospital Fire Department

- Service Level: BLS
- Provides Fire and emergency services to a population of 5000 people from one main fire station
- Responds to approximately 1,000 emergency calls in an area of 2.27 square miles
- Provides BLS surge using fire department resources through an agreement with Napa County

(6) St. Helena Fire Department Service Level: BLS

- Responded to 977 incidents in 2019 from one main fire station

H. First Response on Scene

EMS Agency has determined that an effective means of providing high levels of patient care may include a system using agreements between ALS fire services and paramedic ambulance services. The current contractor has agreements with the Napa Fire Department and American Canyon Fire District for ALS first response services, there are no agreements in place with BLS fire agencies. ALS first response services are approved by the County and include one surge ambulance for each fire agency. The current EOA provider compensates Napa Fire Department and American Canyon Fire District for ALS first response services. This extends the response time requirement for the EOA provider in these zones and enhances system integration. The current EOA Provider also provides a surge ambulance to County Fire, which is located at the Angwin volunteer fire department, staffed by BLS or EMR crews.

I. Air Medical Transport

Medical helicopter service is available to transport critical patients when ground ambulance response or transport time would be excessive, and the patient's condition meets helicopter transport criteria. REACH Medical Holdings, which includes the entities of REACH, CAL-ORE, CALSTAR provide helicopter and fixed-wing ambulance services for the critically ill and injured patients throughout Napa and surrounding counties. REACH maintains a base of operations in Napa County responding to 67 emergency medical calls and transporting 34 patients in 2019.

J. Hospitals

Napa County has two hospitals, Queen of the Valley Medical Center (QVMC) and St. Helena Hospital. In addition, out of County emergency departments that regularly serve patients who reside in Napa County are Kaiser Vallejo, Sutter Solano, and Santa Rosa Memorial Hospital. Behavioral Health clients are transported by local law enforcement to the Napa County outpatient psychiatric crisis unit.

QVMC has been designated as a Level III Trauma Center, a STEMI Receiving Center, and a Primary Stroke Center. QVMC is the designated Base Hospital for Napa County. St. Helena Hospital is currently licensed as a Standby Emergency Department and is designated as a STEMI Receiving Center. St. Helena predominately serves the northern part of Napa County as a primary hospital for the residents and visitors in the Angwin, Calistoga, and St. Helena Communities.

K. 911 Dispatch Centers

Napa County has three Primary Public Safety Answering Points (PSAPs): The City of Napa Central Dispatch (Napa Central Dispatch), under the Napa Police Department; the City of Calistoga Dispatch and the City of St. Helena Dispatch, which is each within their respective Police Departments. Napa County Sheriff's Office PSAP functions are administered by the City of Napa Central Dispatch PSAP through a contract with the County.

There are two Emergency Medical Dispatch (EMD) centers in Napa county; Napa Central and CAL FIRE Emergency Command Center (ECC). Emergency Medical Dispatch (EMD) functions include call categorization, designation, prioritization, and pre-arrival instructions when required. Napa Central is the current dispatch center for the EOA ambulance provider. Ambulances have mobile data terminals (MDTs) that enable continuous wireless digital communications with Napa Central. Medical calls received in Calistoga and St. Helena are transferred to Napa Central for dispatching ambulance response.

Napa Central Dispatch is utilizing a modified priority dispatch system that provides protocol-driven, structured caller interrogation and pre-arrival instructions to callers. The management of Napa Central informed the County that they are purchasing the Medical Priority Dispatch System (MPDS) for installation in early 2021. Management indicated a plan to fully implement MPDS and the Advance Quality Assurance (ProQA-AQUA) using software that automates the entire emergency dispatch case review process. Napa Central has a goal of becoming accredited by the International Academies of Emergency Dispatch for EMD and Emergency Fire Dispatch (EFD). The proposer will need to be dispatched by a center that meets this accredited standard or can meet this standard by January 2022.

Napa Central Dispatch is the primary PSAP for 911 calls originating in the City of Napa, American Canyon, Town of Yountville, and all unincorporated areas of Napa County. Calls that originate within the communities of St. Helena and Calistoga are routed from the local PSAPs to Napa Central Dispatch. The Center dispatches for the Napa City Police Department, Napa County Sheriff's Office, the American Canyon Police Department, the Napa City Fire Department, the American Canyon Fire Department, and the EOA provider. The current EOA provider pays for dispatch services. The center utilizes a Computer-Aided Dispatch (CAD) system, and a CAD-to-CAD link with the California Department of Forestry (CAL FIRE) St. Helena Emergency Command Center was completed in 2012.

The County of Napa contracts with the California Department of Forestry (CAL FIRE) for fire protection services as the Napa County Fire Department. CAL FIRE ECC provides fire and emergency medical dispatching for County Fire (CAL FIRE), the City of St. Helena, Calistoga Fire Departments, CAL FIRE Sonoma-Lake-Napa Unit, and all other fire agencies in Napa County.

CAL FIRE ECC utilizes the MPDS and ProQA-AQUA products enabling the dispatcher to send the most appropriate resource to medical emergencies and to provide aid over the phone using systematized caller interrogation and pre-arrival instructions and a robust quality oversight process. Approximately 35% of the EOA provider's call volume occurs in the ECC dispatch area although Napa Central Dispatch dispatches the current EOA provider. ECC has requested the next ambulance contract require the ambulance provider to notify their dispatch center of the location, unit responding, and estimated time of arrival.

SECTION II - INSTRUCTIONS FOR PROPOSERS

2.1 PROPOSAL PROCESS

The County intends to award a contract to a responsive and responsible Proposer whose proposal is determined to be in the best interests of the County, at the County's sole discretion.

All proposals become the property of Napa County. The County reserves the right to accept proposals, and the right to request clarification of information submitted; to request additional information from competitors; to waive any informality in the proposals; to waive any minor irregularity in the submission and review process; to reject any proposals not meeting criteria as required in this RFP, and to accept the proposal that appears to be in the best interest of the County. The County also reserves the right to make minor modifications to the scope of work after the selection process without re-issuing the RFP, such as, vehicle and equipment specifications or an extension of implementation timelines for clinical performance standards.

The County may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily, as defined in Section 3.1 of this RFP. The County may reject the proposal of any proposer who is in default of the payment of taxes, or other monies due to Napa County. The County reserves the right to recover the cost of this solicitation, estimated at \$123,280.

None of the materials submitted will be returned to the respondent unless they are not submitted within the timelines of the RFP.

A. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part when, revision, or reissuance such action is in the best interest of County or for any other reason including, but not limited to:

- (1) Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP,
- (2) The services are no longer required,
- (3) All otherwise acceptable proposals received are at unreasonable prices,
- (4) The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith,
- (5) No proposal is received which meets the minimum requirements of the RFP,
- (6) The awarding agency determines after analysis of the proposals that its needs can be satisfied by a less expensive method.

Revisions will be posted as addenda on the website: <https://www.countyofnapa.org/Bids.aspx>.

No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from the website.

2.2 PRE-SUBMITTAL ACTIVITIES

A. Submit questions and/or comments, including notifications of apparent errors, to:

HHSA Contracts Department
JoAnn Melgar, Staff Services Analyst, II

Napa County Health and Human Services Agency
(707) 253-4722
E-mail: JoAnn.Melgar@countyofnapa.org
2751 Napa Valley Corporate Drive, Bldg. B
Napa, CA 94558
<https://www.countyofnapa.org/Bids.aspx>

B. Proposers' Conference

A Proposer's Conference will be held at the time in the Procurement Timeline to answer questions regarding the RFP specifications and process. The location for the Proposer's Conference will be determined later and the County will post the location on its website. All written questions received from potential Proposers, along with County responses, will be distributed to all attendees of the Proposers' Conference and posted on its website: <https://www.countyofnapa.org/Bids.aspx>.

It is not anticipated that any substantive 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 distributed to all potential Proposers who attend the Proposers' conference or who have indicated in writing their intent to submit a Proposal. The Proposers' conference is not mandatory; however, due to the complexity of this project, attendance by prospective Proposers' is highly encouraged.

C. 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 and any process substitutions should be submitted by the Proposer no later than during the proposer's conference.
- (2) Requests submitted after the deadline will not be accepted. Napa County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

D. 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 Questions and Comments. Furnish all necessary information required for Napa County, in its sole judgment, to decide as to the comparative quality and suitability of any suggested alternatives. Napa County's decision will be final. If alternatives are accepted, Napa County will issue an addendum to the solicitation.

2.3 PROPOSAL CONTENT AND ORGANIZATIONAL REQUIREMENTS

Number all pages of the proposal. Label and order each section as follow:

- (1) Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the Proposer, and identifying the materials submitted.
- (2) Authorized contacts - identify the name and title 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 Content listing all major topics and their respective page numbers.
- (4) Full Proposal – Approach to Scope of Work, (excluding financial information)
 - a. 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.
 - b. Address each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided. Attention to the details in the Scope of Work shall be considered with the response.
 - c. Include a project schedule with milestones, deliverables, dates, and a project management plan.
 - d. Specify any needs for physical space or equipment that the County must provide during the engagement.
 - e. Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.
- (5) Supplementary Documents, as requested (including financial information as an attachment to the full proposal)
 - a. Contractor’s Qualifications
 - b. Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
 - c. Samples, drawings, illustrations, and related items
 - d. Attachments, certifications, and forms executed as applicable.
 - e. Financial Documents (including audited financials)
- (6) Price Sheets/proposal (sealed in a separate envelope) Exhibit 12.
 - a. Place all cost and pricing data, (employee compensation, ambulance transportation rates and scenarios, operating and start-up budgets) in a separate sealed envelope marked “PRICE PROPOSAL”.
 - b. Use forms and templates provided in the Exhibits for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.

2.4 PROPOSAL SUBMISSION

A. Submit proposals as directed below:

(1) Submissions:

The proposals, supplemental information and financial documents and price sheets must be submitted in a sealed envelope or container. All requested financial information shall be submitted in a separate sealed envelope.

- a. One original signed Proposal with any supplemental documents and 7 hard copies are required along with a digital copy on a USB drive.
 - b. One Original Price Proposal and 7 copies along with a digital copy on a USB drive.
- (2) All information shall be labeled as: Health & Human Services Agency Request for Proposal – HHSA 022101
 - a. Mark the following information on the outside of the package:
 - i. Proposer name
 - ii. Return address
 - iii. Solicitation title
 - iv. Solicitation number
 - b. Proposals will remain in effect for one year following submission to HHSA Contracts Unit.
 - c. Please deliver proposals to the following address:

JoAnn Melgar, Staff Services Analyst II
Napa County Health and Human Services Agency
2751 Napa Valley Corporate Dr., Bldg. B
Napa, CA 94558-6216
(707) 253-4722
- (3) All proposals received by HHSA Contracts Unit will be date and time stamped and a number will be assigned. This will document the official submission time. HHSA Contracts Unit will not be responsible for and may not accept late proposals.
- (4) Before the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the HHSA Contracts Unit website will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.
- (5) Hand-written responses will be rejected with the exception that signatures may be hand-written.

B. Errors in Proposals

- (1) 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.
- (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 directly or indirectly influence the selection process; and

- 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 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 Section 1090 et seq. and Section 87100 et seq. of the California Government 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.

C. By submitting a proposal, each proposer certifies under penalty of perjury that:

- (1) Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
 - a. The proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award.
 - b. Proposer certifies all statements in the response are true.
 - c. 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.
 - d. The proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government 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.

D. Confidentiality of Proposals

The content of Proposals shall not be released until the Director's notice of Intent to Recommend. At that time, HHSA may release the content of the Proposals for public review.

E. Contact with County Employees

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

- (1) 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 unelected officer, agent, or employee of Napa County, other than the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- (2) 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.

2.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced, and resubmitted as long as 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.

2.6 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 negotiation.

2.7 ESTIMATED QUALITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services requested by County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement. For example, the County cannot guarantee a specific number of ambulance transports pertaining to this RFP.

2.8 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 it will not be considered.. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have 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. The scores from all the evaluators will be averaged 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 committee will recommend the top-ranked Proposer for final negotiation of contract terms.

C. Determination of Responsibility

The County will decide on the responsibility of any Proposer under consideration for award, taking into consideration matters such as the Proposer's compliance with public policy and laws, past performance, fiscal responsibility, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any Proposer in writing what was found non-responsible and allow the finding to be contested.

2.9 CONTRACT AWARD

A. Notice of Intent to Award Exclusive Negotiation Rights

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.

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible Proposer offering the overall best value to the County for the services and goods described in this solicitation. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

B. Commencement of Performance

After all of the parties have signed the Agreement, County will notify the Proposer and performance may proceed on the date indicated on page 2 of this RFP. Prior to the County execution of the Agreement, no County employee may authorize work. Any work performed before that time may be uncompensated.

2.10 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility and Address

- (1) Only Proposers are eligible to protest the award of a contract under this RFP. Subcontractors or entities not submitting a proposal in response to this RFP are ineligible to protest the award of the contract.
- (2) Submit protests to:

JoAnn Melgar, Staff Services Analyst, II
HHSa Contracts Unit
2751 Napa Valley Corporate Drive, Bldg. B
Napa, CA 94558.

With a copy to:

County of Napa
Purchasing Agent
1195 Third Street, Room 310
Napa, CA 94559

B. Protest Deadlines

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time or after the contract has been awarded will not be considered.

C. Protest Contents

- (1) The letter of protest must expressly state it is a protest in the subject line, and include all of the following elements:
 - a. The date and action taken resulting in a protest, and

- b. Identification of the material issue(s), including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

(2) Protests that simply disagree with the decisions of the Evaluation Committee will be rejected.

D. Resolution Process

- (1) Informal Resolution. Upon receipt of protest, the HHSA Director or Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting Proposer and appropriate County staff to seek informal resolution and/or to clarify the issues.
- (2) Response to Protest/Appeal. If the protest is not resolved by mutual agreement, the HHSA Director or Purchasing Agent shall provide a written response to the protesting Proposer within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.
- (3) The response shall state the HHSA Director or Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting Proposer of its right to appeal the decision to the Board of Supervisors.
- (4) If the HHSA Director or Purchasing Agent denies the Proposer's protest, the Proposer may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the HHSA Director or Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the protesting Proposer by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.
- (5) The protesting Proposer shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on their behalf, and to present oral and written documents and evidence on the issue(s).
- (6) After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

E. No Stay of Negotiations during Protest

Nothing in these protest requirements will prevent County from proceeding with negotiations of a potential contract while a protest is administratively pending.

2.11 PUBLIC RECORDS

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. 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 County 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 County and/or its officers, agents, or employees that 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 County for 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.
- (4) County reserves the right to withhold any materials otherwise subject to the Public Records Act during the pendency of negotiation of the contract pursuant to *Michaelis, Montanari & Johnson v. The Superior Court of Los Angeles* (2006) 38 Cal.4th 1065.
- (5) The County may withhold corporate financial information to the extent allowed under the Public Records Act, if the Proposer identifies such information as being confidential.

SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

3.1 MINIMUM QUALIFICATIONS

Proposals not meeting minimum qualifications will be disqualified. To qualify for evaluation by a Proposal Review Committee (PRC), a Proposer must meet the following minimum qualifications:

A. Experience

- (1) Five years continuously engaged within the last seven years in providing 911 ALS transport services as required by a contract in the United States to a primary 911 Ambulance services provider at the ALS level for an operating area minimum population of 135,000 or more, and 911 call volume of at least 20,000 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 Prehospital ALS Emergency Medical Services, for a minimum of five years within the last seven years, in the United States.

B. Financial Condition

Proposer shall provide evidence that documents the financial history of the organization including financial interests in any other related business and demonstrates that it has adequate cash on hand to finance start up costs and the first six months of operations.

- (1) Proposer shall provide evidence that documents the financial history of the organization including financial interests in any other related business and demonstrates that it has adequate cash on hand to finance start up costs and the first six months of operations.
- (2) Provide externally audited financial statements for the most recent five years. 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 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.

C. Demonstration of Additional Proposer Qualifications

Proposers must respond to each of the following additional criteria and demonstrate their qualifications. Each response to the following additional Proposer qualifications will be evaluated and scored on a yes/no basis. Supporting documentation must be provided for the response to each requirement. For each criterion, required documentation is noted, or examples of supporting documentation have been identified.

Please note that all proposals will be public record. Scoring will be based on the content in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a failing score. Proposals receiving a failing score for any of the following criteria may be disqualified from further evaluation.

(1) Legal History

This item may be submitted in an electronic format, such as a USB drive. Proposer shall document its 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 competently and adequately perform ambulance or other emergency services. 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.

- a. Documented proof of availability to measure and achieve compliance with fracture response time performance.
- b. Documented proof of availability to measure and achieve compliance with clinical performance requirements.
- c. Documentation that Proposer is legally authorized or eligible to do business in the State of California and or the ability to obtain such authorization prior to agreement start date.
- d. 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).
- e. The proposer must submit a list or table of every 911 ALS EMS transport contract the Proposer currently serves and every contract it has served in the five years as part of the submission of its proposal. Indicate:
 - i. Type and level of service provided including the population served
 - ii. The contract periods
 - iii. Whether the Proposer held exclusive market rights for emergency ambulance service under the contract
 - iv. Whether the contract was competitively awarded
 - v. The name, address, contact person, and telephone number for the contract for reference purposes
 - vi. Gross revenue of services provided
 - vii. vThe name of the contracting agency
 - viii. 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.

3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all the following regarding:

A. Organizational Capacity:

- (1) Describe the local management (including clinical management) team, roles and responsibilities, and their backgrounds; include biographical information and attach resumes.
- (2) Titles and names of staff members who will be on the team responsible for the service, as well as the expected availability of the various individuals. Include the resume of a dedicated, full-time manager.
- (3) All applicable licenses and license numbers relevant to delivery of services; the names of the holders of those licenses, and the names of the agencies issuing the licenses, excluding field personnel.
- (4) The selected Proposer must perform the all 911 ambulance services and must directly employ all key personnel as well as EMT's and paramedics as described in this RFP. However, the selected Proposer may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.

B. Experience

- (1) The number of years the proposer has been in business under the present business name, as well as related business names providing 911 ambulance services in system similar to Napa County.
- (2) The number of years providing services as a 911 ALS provider.
- (3) Details of any refusals or failure to complete a contract as a 911 ALS provider.
- (4) Whether the responder holds a controlling interest in any other company or organization or is owned or controlled by any other company or organization.

3.3 REFERENCES

A. Type and Format

Append five 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 assurance/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) Organization's local and/or national reputation as a contractor of ALS service
- (9) Relationship with labor organizations.

B. Letters of reference must include the following:

- (1) Signed and dated by the author
- (2) Direct or indirect business or financial relationship between the author or organization and the Proposer
- (3) The extent to which the author/organization is familiar with the Proposer and the Proposer's work/performance. Letters of reference may not be supplied by or considered from Napa County or County staff members.

3.4 EVALUATION CRITERIA

Proposals will be evaluated by the Proposal Review Committee (PRC) following the evaluation criteria outlined in Exhibit 3. PRC members will have an opportunity to adjust scores based upon additional information provided during the oral presentation.

SECTION IV - INSURANCE

Agree to provide the following insurance minimums prior to the award of contract for each of the checked categories:

<input type="checkbox"/>	General Liability (Including operations, products, and completed operations, as applicable.)	\$5,000,000 - per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, the general aggregate limit either must apply separately to this service or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$10,000,000 – Aggregate \$5,000,000 Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers' Compensation	As required by the State of California
<input type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$5,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

The work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, therefore the following insurance is required.

A. Privacy and Network Security

To be carried at all times during the term of the Contract and for all incidents during the contract term even if the claim is made after the contract term. Maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within the Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, the introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

B. Technology Errors and Omissions

To be carried at all times during the term of the Contract and for all incidents during the contract term even if the claim is made after the contract term. Maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

4.2 PERFORMANCE SECURITY

The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the Agreement a performance guarantee equivalent to six (6) months of operating expenses in the form of cash or letter of credit or performance security bond. Proposer shall describe how they meet this requirement if different from the option below. This is one option:

A performance bond 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 Section 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.

SECTION V - STANDARD TERMS AND CONDITIONS

The proposer should be prepared to agree to all standard terms and conditions identified in the County contract template in Exhibit 4. The final agreement will be based on this standard template, and subject to change based on services provided as part of this agreement based on Proposers response to this RFP.

The Proposer should be prepared to enter into an agreement which addresses all components necessary for implementing the provisions of this RFP, and proper oversight for the provision of 911 ambulance services. Please reference the current ambulance contract for an example of a final agreement of services. Examples include but are not limited to the language associated with opportunities to cure for minor and major breaches, insurance requirements, lame-duck clauses, etc.

SECTION VI - SCOPE OF WORK AND SPECIAL PROVISIONS

6.1 SUMMARY

The County has determined that the highest level of county-wide emergency medical response is to be provided by a system using a joint fire first responder and ALS ambulance system. The County intends to award an initial five-year contract to the responsive Proposer whose proposal conforms to the RFP and whose proposal presents the greatest value to the residents and visitors in Napa County. The Proposal Review Committee (PRC) will evaluate all proposals based upon the evaluation criteria score sheet and as determined by achieving the highest score.

The County may extend the Contractor's agreement for an additional five (5) year term. The extension will be based on the Contractor's performance in meeting and or exceeding the performance standards outlined in the Agreement over the initial term, and during additional periods of up to a total of five (5) years-based performance.

The Contractor shall respond, upon notification from the Authorized EMS Dispatch Center, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS ambulance. The Contractor's response will be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance services is in response to a 9-1-1 medical emergency, a scheduled ambulance transport, or the need to post an ambulance to provide optimum coverage to the County or an adjacent county.

6.2 FINGERPRINTING AND BACKGROUND CHECKS

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

6.3 SYSTEM REQUIREMENTS

A. EMS Agency System Monitoring, FirstWatch Surveillance Platform

EMS Agency utilizes the FirstWatch surveillance platform provided by the current EOA. 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 Napa Central Dispatch real-time CAD data. The web-based tool provides interactive queues with a consistent look and feel for both the provider and agency allowing on-line review of late calls based on system and business rules.

FirstPass provides the ability to monitor and analyze patient care data, identifying deviations rapidly, consistently, and automatically. Combined with the Proposer's ePCR program, data is collected and reviewed quickly without data loss due to entry errors. FirstPass alerts when a patient care report does not match the agency's protocols.

Proposer shall be financially responsible to purchase the FirstWatch products, FirstWatch OCU, and FirstPass or a superior product licensed to the EMS Agency. The Proposer will be expected to pay all costs for data source integration to include initial implementation costs, ongoing annual support, and maintenance charges.

B. Contractor Support of County Compliance Contract Management, and Regulatory Activities.

This RFP requires the EOA provider to reimburse the County for a portion of the County's expenses in monitoring and managing the Agreement and for EMS system Medical Direction and coordination. The Contractor shall pay to the County Three-Hundred fifty thousand dollars (\$350,000.00) per year, subject to an annual CPI rate increase. Payment for the first year shall be due on January 15, 2022, and subsequent yearly payments shall be due on the anniversary of each year thereafter during the term of this Agreement. The annual payment shall not exceed the County's actual costs for management and regulatory activities associated with the Agreement.

In addition, beginning on January 2, 2022, the Contractor shall charge an additional \$1.50 per mile transport fee to establish a technology fund that will support innovations within the system to improve patient care and overall system improvements. EMS Agency will establish a process with committee oversight on how the technology funds will be utilized within the system. EMS Agency will report the fund balance and distribution to the EMCC, or other oversight body established for this purpose.

C. Response Time Standards

It is the Proposer's sole responsibility to be familiar with the geographic and weather considerations and Ambulance Zones comprising this solicitation. The Proposer will be held accountable from the time of dispatch, until the time the dispatch center is notified by radio or other reliable methods that the emergency ground ambulance arrives (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 emergency ground ambulance arrives at the restricted access point, e.g., staging area, at the gate 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 GPS data to confirm on-scene time, otherwise, the next radio transmission is to be used.

- (1) Supply supporting documentation to demonstrate the Proposer's ability to meet the response time criteria. Such documentation shall contain procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.
- (2) There are response time compliance areas for this RFP (Exhibit 5). These contain a mix of urban, suburban, rural, and wilderness areas.
 - a. Proposals must evidence an ability to maintain response times with at least 90% compliance in each ambulance zone.
 - b. A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 100 or a twelve-month period whichever is first.
 - c. Measurement will be calculated separately for Priority 3 and Priority 4 calls.
 - d. There are five response time compliance zones for this RFP (Exhibit 5). These zones may contain a mix of urban, suburban, rural 1, rural 2, and wilderness areas. Proposals must evidence an ability to maintain response times with at least 90% compliance in each of these five zones based on area type (i.e., urban, suburban, rural1, rural2, and wilderness). A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 100 or a twelve-month period whichever is first.
 - e. Response time compliance calculation for all levels of Priority will be a combination of urban and suburban calls, rural 1, rural 2, and wilderness calls creating two compliance categories for each Priority level demonstrated in (Exhibit 5). This shall be the method used to calculate monthly liquidated damages/or for breach of contract.
 - f. The Contractor shall be required to report the performance for each Priority level and zone separately for data collection and system improvement.

- g. Zones will be re-evaluated periodically based on US Census population data. Since this data will be updated and available during the terms of this agreement, these zones may be adjusted in consultation with the Contractor once the 2020 population data is available.

D. Clinical Performance Standards

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 equally weigh clinical performance standards. Quality measures have been published and are continuing to evolve in EMS. It is the Proposer's sole responsibility to be familiar with published clinical performance standards and EMS quality measures, including those identified for consideration in this RFP (Exhibit 6).

The Proposer will be held accountable for clinical performance standards. These will be developed as part of a new contract and the proposer should provide detail on how they would incorporate clinical quality measures into their service agreement. Proposals should address the methods of measurement and quality improvement plan to address adherence to clinical standards. It is expected that the EMS Agency Medical Director and Contractor's medical staff will work jointly to develop the clinical standards and benchmarks. Below is an estimated timeline for this process:

- (1) 0-6 months of agreement: Build and test measurement system,
- (2) 6-12 months: Run reports, develop standards of performance, test improvement methods,
- (3) 12-18 months: Examine performance, address deficiencies, finalize thresholds, and establish underperformance requirements which may include liquidated damages.

E. Compliance Incentives

There will be liquidated damages for underperformance in both clinical and response time performance after a robust performance improvement process has been conducted to include root cause analysis. For an example of how liquidated damages will be assigned see (Exhibit 5 & 6).

F. Exemption Considerations

(1) Response Time Exemptions

In some cases, late responses can be excused from response time compliance reports and liquidated damages. Exceptions shall be for good cause only, as determined by EMS Agency including Automatic Appeals and Case-By-Case Appeals. For a complete description of Response Times Exceptions and Exemptions refer to (Exhibit 5).

(2) Clinical Standard Exemptions

In some cases, clinical standards can be excused from compliance reports and liquidated damages. Exceptions shall be for good cause only, as determined by EMS Agency. Below are examples of clinical exemptions. For a complete description of Response Times Exceptions and Exemptions refer to (Exhibit 6).

- a. Verified equipment failure with appropriate documentation of reporting and resolution.
- b. Verified technical failure to upload 12-lead ECG.
- c. Communication failure for advance notification of STEMI, stroke, trauma, or cardiac arrest.
- d. The patient declines treatment and it is properly documented.

- e. Specialty care center unable to accept stroke, STEMI, trauma, and cardiac arrest.
- f. Higher priority concerns take precedence (e.g., scene safety).

G. Additional Requirements Lake Berryessa Coverage

The Contractor shall commit to work closely with the EMS Agency, Cal Fire, law enforcement, and other public safety organizations to ensure that adequate emergency medical services are provided as could reasonably be expected. Contractor shall, at a minimum, assign at least one (1) dedicated paramedic to provide coverage for the Lake Berryessa rural area during high use recreational periods such as holidays and holiday weekends, each year or as determined necessary by local officials. Staffing and deployment of the assigned paramedic will be established to ensure immediate response to emergency medical events at Lake Berryessa. The Contractor will increase staffing in the Lake Berryessa area at the request of the EMS Agency based on increased resort activity.

H. Opportunities with Fire Services

EMS Agency has determined that an effective means of providing high levels of patient care may include a system using agreements between ALS fire services and paramedic ambulance services. EMS Agency desires to provide this high level of service while also ensuring that patient charges are equivalent to other emergency ambulance service charges in the region and are reimbursable under applicable regulations.

I. ALS First Response on Scene

The Contractor shall partner with the City of Napa Fire Department and American Canyon Fire District for fire first response services, and for an ambulance surge response. A FRALS agreement will allow the Contractor to extended Response Times equal to an additional two minutes for an Urban call, three minutes for a Suburban call, and five minutes for a Rural call within those jurisdictions for Priority 1 and Priority 2 responses with a consistent (90 percent reliability).

The Contractor shall compensate the Fire Department/District for these services based upon the estimated net annual savings for reduced ambulance unit hours as a result of this partnership and identify a process to account for and compensate when the fire surge ambulance is utilized. Provider shall not compensate FRALS in an amount greater than their costs to the provider to meet the response time requirements. Additionally, the Fire Department/District participating in this partnership will agree to the following:

- (1) Assess all patients and begin treatments according to protocol.
- (2) Reduce incoming ALS ambulance to Priority 2, if Priority 1 response is unnecessary.
- (3) Complete an ePCR on all medical responses.
- (4) Participate in the EMS Agency quality improvement program.
- (5) Accountability via First Watch surveillance platform (FirstWatch and FirstPass) or similar programs.

In the event additional fire services in Napa County desire to increase service to an ALS level during the term of the agreement, they may be eligible to participate in an agreement with the Contractor for first response services based on a need's assessment conducted in collaboration with the Contractor and with the approval of the EMS Agency. The Contractor is encouraged to implement agreements with any interested first responder agencies that desire to upgrade to ALS first response and provide similar services to the Contractor. All such agreements will require the prior written approval of the EMS Agency.

In the future, there may be additional opportunities to enter into agreements with BLS fire services for similar limited first responder services. If local fire agencies provide Priority 1 and Priority 2 BLS first response in the

Urban, Suburban and Rural ERZs, and meet the relevant Response Time Standards consistently (90 percent reliability), the Contractor may extend ambulance response by up to 2 minutes in each Priority and ERZ response time standard. The Contractor shall compensate Fire Departments/Districts for these services based upon the estimated net annual savings for reduced ambulance unit hours as a result of any partnership. Additionally, the Fire Department/District participating in this arrangement shall agree to the following:

- (1) Assess all patients and begin treatments according to BLS protocol
- (2) Reduce incoming ALS ambulance to Priority 2, if Priority 1 response is unnecessary
- (3) Complete an ePCR on all medical responses
- (4) Participate in the EMS Agency quality improvement program
- (5) Accountability via First Watch surveillance platform (FirstWatch and FirstPass) or similar program.

It is understood that fire first responder agreements may not be in place before the implementation of this proposed ambulance EOA agreement. Until such time that a fire first responder agreement is in place, Contractor must meet all response time requirements at 90% compliance, in all zone's in accordance with response time requirements.

J. Medical Supply Restocking

Proposer shall develop a process with all fire agencies to restock/resupply disposable medical supplies on a one for one basis used in the provision of patient care before the ambulance arrived at no cost to the fire agency.

6.4 AMBULANCE DEPLOYMENT AND SYSTEM STATUS PLAN

A. Requirements

- (1) Ambulance System Status and Deployment Plans will be approved by the EMS Agency. The plan will describe:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week
 - b. 24-hour and system status management strategies
 - c. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the response time performance standard is not met
 - d. Include a map identifying proposed ambulance station(s) and/or post locations within the geographic zones within the response time compliance areas as indicated in this RFP. The proposer is not required to provide ambulance stations unless staffing 24-hour shifts
 - e. Workforce necessary to fully staff ambulances identified in the deployment plans
 - f. Any planned use of on-call crews
 - g. Ambulance shifts and criteria to be used in determining shift lengths
 - h. Any mandatory overtime requirements

- i. Record keeping and statistical analyses to be used to identify and correct response time performance problems
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- (2) Provide a sufficient number of ambulances that are fully stocked to meet 133% of peak system demand. For example, if 25 ambulances are needed to meet peak demand, an additional 8 ambulances are required to be fully equipped and ready for utilization to meet this standard.
 - (3) The initial ambulance deployment plan unit hours shall not be decreased for the first six (6) months of operations.

B. Standby and Special Events

If an event sponsor desires a dedicated standby ambulance at an event, the provider may enter into a separate agreement following EMS Agency Special Event Policy, with the sponsor for the provision of standby and payment for such services. Proposer shall not utilize a 911 system ambulance to staff contracted standby events.

6.5 VEHICLES

A. Ambulance Requirement

Ambulances must conform to the following requirements:

- (1) Within 18 months following commencement of the term of the Agreement, the Contractor will attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. The Contractor shall maintain this accreditation throughout the term of the Agreement.
- (2) Ambulances may be standard Type I, Type II, or Type III.
- (3) Be identically configured.
- (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 EMT/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 Authorized EMS Dispatch Center CAD system. The Contractor is responsible for all costs associated with the purchase and monthly operations of the AVL system.
- (6) Meet or exceed Federal and State standards at the time of the vehicles' 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) Contractor shall have a mechanism to monitor driver safety through a "black box" driver video surveillance system.
- (10) Ambulances shall be limited to a maximum mileage of 300,000 and supervisor/QRV units to a maximum of 200,000 miles. Any ambulance and supervisor vehicle not new at the start of this agreement must

include a list of brand name, model, age, 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 the EMS Agency before deployment.

(12) The proposer will describe how they can provide ambulance transport to accommodate a patient weighing up to 1,000 lbs.

(13) Contractor's personnel shall have training for the safe movement and transport of morbidly obese patients.

B. Proposer Supervisor Vehicle/QRV

(1) Provide specifications for any supervisor vehicles to be utilized by Proposer for use under this contract.

(2) Be able to carry all items contained in the Napa County EMS Agency Equipment and Supply Standard Policy.

(3) Vehicles must not exceed 200,000 miles.

(4) Meet the Department of Transportation and National Fire Protection Association standards for Code 3 response.

C. Vehicle Maintenance Program

(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 emergency service.

(2) Submit a copy of vehicle maintenance records for any vehicles that are not new at the start of the agreement. Submit the qualifications of maintenance personnel to be utilized.

(3) Describe locations of maintenance services.

(4) Describe the proposed automated or manual maintenance program record-keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.

(5) Document your vehicle failure rate including units in route, at scene, or with a patient on board for the past three years.

D. Vehicle Safety Program

(1) The proposer must verify that it will have an emergency vehicle operator's course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.

(2) Describe any other mechanism you use to promote safe ambulance driving and prevention of crashes/traffic incidents reduced environmental impact.

(3) Describe how you will provide ambulance configurations that address workforce ergonomic issues.

6.6 MEDICAL SUPPLIES AND EQUIPMENT

Each ambulance shall carry standardized equipment and supplies that meet federal, state, and local EMS Agency requirements, policies, and procedures. Such equipment and supplies will be stored in the same location in all

ambulances. 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 the EMS Agency.

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 the EMS Agency.

All expendable supplies including medications and controlled substances must be restocked by the Proposer. All medical equipment shall always be in good repair and 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 system.

- (1) 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.
- (2) Provide your supply/equipment inventory tracking and resupply process.

6.7 COMMUNICATION EQUIPMENT REQUIREMENT

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.

- (1) The current system uses VHF Napa 11 as the primary emergency ambulance dispatch frequency and uses alphanumeric pagers or SMS messaging to mobile communication devices, Mobile Data Computers (MDCs), and Location Station Alerting Systems through the Napa CAD system.
- (2) Fire service agencies operate on VHF radio frequencies. Proposers' supervisors and ambulances can access this system via a separate fire channel.
- (3) The Contractor shall have AVL/GPS/MDC in place in ambulances, QRVs, and field supervisor vehicles. This equipment must be integrated with dispatch center CAD.
- (4) The Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with the authorized dispatch center, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.
- (5) Each ambulance shall have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.
- (6) Each ambulance shall have two portable radios, one for each crew for medical communication, and one mobile or portable capable of interoperability with fire channels.
- (7) 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.
- (8) 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. Telephones
- d. Alerting devices
- e. Laptop computers for ePCR.

6.8 PERSONNEL

A. Workforce and Diversity and Inclusion

Ensuring a diverse workforce is important to the success of any organization. Public servants should reflect the community they serve. Recruitment, hiring, and retention processes are vulnerable to implicit bias and can hinder workforce diversity.

The proposer shall demonstrate or develop progressive recruitment and hiring practices that address implicit bias and a strong understanding of how people from different cultures and backgrounds may respond to interview questions differently.

Creating a diverse workforce can be self-defeating without also prioritizing inclusivity. Describe how you will work to retain diverse talent. The proposer shall demonstrate a commitment to equal pay for equal work in all positions within the organization and a method of continued analysis to ensure this expectation is met.

B. Ambulance Work Schedules and Conditions

- (1) Contractor's work schedules and assignments will provide reasonable working conditions for ambulance personnel.
- (2) At least 51% of the employers' proposed schedule shall be Contractor's full-time employees.
- (3) Contractor's work schedules and assignments will provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well-rested during work periods.
- (4) The maximum unit hour utilization for 24-hour ambulance units shall not exceed 0.40 without prior approval by the EMS Agency.
- (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 Contractor'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 and safety and communicable disease control, including communicable disease prevention.
- (11) Provide your pre-employment and on-going physical and mental health ability evaluation processes.

- (12) Submit completed copies of your compensation package for ambulance paramedics, and EMTs using the forms found in (Exhibit 7).

C. Crew Stations and Sub-Stations

The Contractor will provide stations or sub-stations or other 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 operable toilet, sink, and microwave as well as a desk, task chair
- (4) Have data capability to enable patient care charting
- (5) Have adequate accommodations to meet the needs of nursing mothers.

D. Compensation/Fringe Benefits

The Contractor should provide reasonable compensation and benefits to attract and retain experienced and highly qualified ambulance personnel. The Contractor is encouraged to establish programs that result in successful recruitment and retention of personnel.

E. Treatment of the Incumbent Worker

There are many dedicated, experienced, and highly proficient paramedics, EMTs, and non-supervisory, ancillary staff employed by the current emergency ambulance provider. The winning Proposer will be encouraged to recruit from, and preferentially hire, the incumbent paramedic and EMT workforce. The Contractor will be expected to provide all incumbent paramedic and EMT personnel that are offered employment with the ability to retain their "seniority" status earned while working for the previous contractor for such purposes as shift bids.

F. Ambulance Staffing

- (1) Ambulances must be staffed with at least one paramedic. The second crew member may be another paramedic or a California Certified EMT.
- (2) Provide the process for ensuring that ambulance staffing standards are met.

G. Management and Supervision

- (1) The Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24 hours a day.
 - a. The Operations Manager and the Clinical Quality Improvement Manager each must be full-time dedicated personnel to Napa County.
- (1) The proposer shall specifically explain their staffing model to show sufficient personnel that will monitor, evaluate, and improve clinical care provided by the Proposers personnel and ensure that on-duty employees are operating professionally and competently.
- (2) Identify your key management staff for the EOA's. Include completed Investigative Authorization–Individual and Company forms (Exhibit 8 and 9).

- (3) Provide the qualifications, including resumes, and provide job descriptions for all management, clinical and supervisory personnel for the emergency ambulance service.

H. Communicable Diseases, Safety, and Prevention

- (1) The Contractor will have an EMS Agency approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- (2) Provide your pre-employment and on-going physical ability evaluation processes.
- (3) Provide your organization's communicable disease control and safety policies and procedures.
- (4) Identify personal protective equipment provided to ambulance crews.

I. Employee Safety and Wellness

- (1) The Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.
- (2) Contractor shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). The Proposer shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- (3) Contractor shall develop an injury prevention program to reduce work injuries such as back injuries with the use of power assisted gurney and other employee safety measures.

J. Critical Incident Stress Management and Employee Resilience Program

- (1) Contractor shall establish stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- (2) Provide the Critical Incident Stress Management Program and Employee Assistance Program you plan to use in Napa County.

K. Training and Continuing Education

(1) Requirements:

The Contractor shall provide a comprehensive training/education program for all paramedic and EMT 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 EMT staffing ALS ambulances
- b. Orientation to the EMS System
- c. Customer Service and cultural sensitivity Intelligence/humility, including LGBTQ+ Awareness and Sexual Harassment Training
- d. Post-accreditation education, supervision, evaluation

- e. Continuing education that is linked to quality improvement activities, including skills, procedures protocols, issues, and other programs such as Just Culture
 - f. Other programs and activities to maintain uniform skill proficiency
 - g. Provide your comprehensive training and education program for ambulance personnel and how you will meet all training standards established by EMS Agency policy
 - h. Provide how you plan your integration of comprehensive training and education with fire service first responders
 - i. Provide the orientation and other training and evaluation that is required for new paramedics
 - j. Provide the process to ensure timely, accurate, and accountable communications with EMS personnel regarding changes in EMS system policies, procedures, protocols, or precautions
 - k. Provide the qualifications, job description, and resume for your clinical leadership personnel
 - l. Provide the database system you will use for maintaining paramedic and ambulance EMT records including employment, certification/licensure, paramedic accreditation, required training programs, and on-going training.
- (2) Paramedics shall maintain current valid certifications following all EMS Agency training Policy including for:
- a. Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider
 - b. Prehospital Trauma Life Support or International Trauma Life Support, Basic Trauma Life Support or equivalent as determined by EMS Agency
 - c. Advanced Cardiac Life Support
 - d. Incident Command System (ICS), 100, 200, 700
- (3) Continuing Education Provider (C.E. Provider)

The Contractor shall be approved as an EMS Agency Continuing Education Provider. 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, Title 22, Division 9, Chapter 11, and EMS Agency policy

(4) Training Records

- a. The Contractor shall maintain a single electronic database for all clinical personnel. EMS Agency shall have electronic access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:
 - i. Employment status (e.g., currently employed by, previously employed by)
 - ii. Certification/licensure
 - iii. Paramedic accreditation
 - iv. Required certifications within the contract (e.g., ACLS, PALS, EVOC)
 - v. Any on-going training required by EMS Agency Medical Director (e.g., quarterly training).

6.9 HOSPITAL AND COMMUNITY REQUIREMENTS

A. Hospital

- (1) There will be an electronic transmission of 12-lead EKG for suspected ST-elevation myocardial infarction (STEMI) to the hospital prior to patient arrival and this 12-lead EKG will be included in the electronic copy of the medical record. The current system utilized by Napa County receiving hospitals and ground ambulance providers is LIFENET.
- (2) Describe how you will make 12-lead EKG for suspected STEMI patients available to the hospital prior to patient arrival.
- (3) There shall be early notification of incoming patients by the ambulance crew with all pertinent information presented in a concise and standardized format and according to EMS Agency Policy.
- (4) The ePCR will be available to hospital personnel according to EMS Agency policy.
- (5) The Contractor shall be able to have, and will describe what they propose for a user-friendly and effective system for hospitals to communicate with:
 - a. Ambulance management and quality improvement staff.
 - b. Ambulance paramedics and EMTs.

B. Community involvement.

- (1) It is anticipated that the Proposer will plan and implement definitive community education programs, which shall include identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness, system access, and appropriate utilization of the EMS system.
- (2) Provide your proposed community education and illness/injury program for Napa County. Include timeline and measures.
- (3) The Contractor will report on these activities to the EMS Agency periodically.
- (4) The Contractor will participate in community health initiatives established through the Public Information and Education Committee.

C. Organizational Diversity, Equity, and Inclusion

- (1) Diversity is the full spectrum of human difference (e.g. sex, sexual orientation, gender, race, ethnicity, culture, religion, class, age, able-bodied, etc.). Equity ensures equitable access to resources for all. Inclusion enables individuals to feel safe, respected, and valued for who they are. Diversity, equity, and inclusion (DEI) work is too frequently reactionary to an adverse event and is often delegated to an isolated program with limited power, resources, and influence.
- (2) Describe how DEI is or will be linked to your mission, core values, and policies and become imbedded in the overall structure of your organization and your relationship to our community.
- (3) Describe how your organization will empower your staff to work effectively amongst the diverse populations within Napa County.

6.10 DISASTER PREPAREDNESS

A. Multi-Hazard Disaster and Multi-Casualty Plans

- (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 72 hours.
- (2) The Contractor shall participate with the EMS Agency in disaster planning. This includes identifying local staff having responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any EMS Agency approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.
- (3) 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.
- (4) The Contractor shall agree to house, maintain, manage, and staff the Emergency Medical Services Authority (EMSA) state-issued Disaster Medical Support Unit (DMSU) as necessary. This includes deploying the DMSU when requested by the EMS Agency Director, or the MHOAC, via the MHOAC/RDMHS mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for an emergency response to a disaster site or designated location. This vehicle may be used to carry personnel and equipment to a disaster site.
- (5) The Contractor shall ensure field staff responding to an MCI, disaster, or other large-scale emergencies are fully trained in the EMS system.
- (6) Identify staff that will have primary responsibility for disaster preparedness, provide the job description, and any required specialized training.
- (7) 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 the EMS Agency.
- (8) The Contractor may require that field and supervisory staff be familiar with and trained 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. Mutual Assistance

To the extent units are available and consistent with its primary responsibility to provide ambulance and emergency medical services, with EMS Agency and/or MHOAC approval, 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 Napa County.

6.11 QUALITY MANAGEMENT

The Contractor shall have a comprehensive quality improvement program and performance measures program. This program will include all operations and services and not be limited to clinical care. Data shall be presented to EMS Agency as part of the required online compliance utility program in a format approved by the EMS Agency.

A. Quality Improvement Program

- (1) The quality improvement (QI) program must meet the requirements of the California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement), EMS Agency policies and related guidelines and documented utilizing the EMSA Approved EMS Quality Improvement (EQIP) Template.
- (2) The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.
- (3) The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development, and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

B. Ongoing QI Requirement

- (1) Review and submit an updated QI Plan annually. The QI program shall be reviewed annually for appropriateness to the provider's operation and revised as needed in consultation with EMS Agency. The update shall include, but not be limited to, a summary of how the QI program addressed the indicators and performance measures.
- (2) Participate in EMS Agency's quality initiatives, including making available relevant records for program monitoring and evaluation.
- (3) Participate in EMS Agency clinical trials or pilot projects as approved by the EMS Agency Medical Director.
- (4) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with EMS Agency Medical Director or their designee.
- (5) Submit all required reports to demonstrate how Proposer will be compliant to clinical standards and clinical benchmarks as determined through the clinical standards-setting process.
- (6) Submit all data that would allow the county to participate in the California EMS System Core Quality Core Measures Project, CARES, NEMSQA, and Mission: Lifeline.
- (7) Additional reports may be required as part of local CQI 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, paramedic skill retention, and safety.

C. Inquiries, Complaints, and Incident Report

- (1) The Contractor will develop a mechanism for internal and external customers to comment on the care provided by Proposer and will provide access to comments to the EMS Agency.
- (2) The Contractor will provide prompt response and follow-up to inquiries and complaints at a minimum of three business days, and report findings to EMS Agency.
- (3) The Contractor will have an accountability system to account for patient belongings.
- (4) The Contractor will cooperate with the EMS Agency and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

- (5) The Contractor will complete an EMS Event Report within 24 hours for personnel involved in an unusual occurrence. The Contractor will immediately notify the EMS Agency of potential violations of California Law.

D. Electronic Patient Care Report (ePCR)

- (1) The Contractor will be required to provide electronic patient care report (ePCR) data, in a form and timeframe prescribed by EMS Agency, according to California Health and Safety Code section 1797.227 and approved by EMS Medical Director, for patient documentation on all EMS system per EMS Agency patient documentation policies. The ePCR shall be accurately completed to include all information required by the EMS Agency and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170, and 100171.
- (2) The County is interested in one countywide ePCR platform utilized by all EMS providers to improve efficiency and reduce documentation errors. However, we recognize that there would be significant challenges in getting all agencies to equitably pursue a platform that may not align with other systems, e.g., Fire RMS. It is highly encouraged the Proposer address the importance of operational efficiencies in their selection of an ePCR vendor through alignment with the ALS Fire Agencies and make it available to all EMS first response agencies as requested.
- (3) The ePCR system must have the capability of mobile data entry in Contractor's ambulances and at the patient's bedside. The ePCR system shall comply with the current version of NEMSIS and CEMSIS. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR System shall also comply with the current mapping standards and data dictionary, as promulgated by the California EMS Authority and EMS Agency. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities, such as the State EMS Authority and hospitals in an HL7 format. The ePCR system must have the capability to:
 - a. Link with the CAD to import all data for all calls.
 - b. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.
 - c. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.
 - d. File the ePCR data directly into the patient's electronic health record for a better longitudinal patient record.
 - e. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system utilizing the FirstWatch FirstPass product or a similar superior product approved by EMS Agency.
- (4) An EMS Agency approved ePCR must be completed for all patients in a timely manner according to EMS Agency policy. The Contractor must provide access to patient care records at the receiving facilities in computer-readable format and suitable for statistical analysis for all 911 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, canceled calls, and non- transports. The Contractor will provide electronic ePCR data to EMS Agency, and EMS Authority, in a form prescribed by EMS Agency, according to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by EMS Agency. The proposer must describe a process to demonstrate ePCR accountability through CAD reconciliation for every medical call.

- (5) Proposer's ePCR must provide other data points that may be reasonably requested, including any needed modifications to support EMS system data collection.
- (6) As health information systems evolve, the Contractor will agree to work with EMS Agency and local hospital(s) to establish, and/or 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.
- (7) Identify the individuals who will be responsible for developing and implementing the electronic patient care record and record warehouse and provide a description of their qualifications.
- (8) Describe the structure of the electronic patient care record and the electronic record warehouse including the software, hardware, and general structure.
- (9) Provide a description of computers (or equivalent), including their wireless communication capabilities, that will be provided to each ambulance and if applicable to each fire first response vehicle.
- (10) Identify the unique patient identifier that will be used to link CAD data, ambulance data, first responder data, and hospital data.
- (11) Describe the data transfer protocols.
- (12) Describe how the patient care records will be made available to the receiving hospital at the time the patient is left at the hospital.
- (13) Provide ePCR platform at no cost to current and future first responder agencies partnering with Contractor for the delivery of emergency medical patient care services.

6.12 EMS DISPATCH CENTER

The Contractor shall utilize a dispatch center for medical dispatching that is authorized by the EMS Agency. This center must be accredited by the International Academy of Emergency Medical Dispatch within one year of the start date of the Contract.

The County desires that the winning Proposer enter into an agreement with Napa Central Dispatch, providing the center meets these requirements. This center is in the process of purchasing the Medical Priority Dispatch System (MPDS) for installation in early 2021, with the plan to fully implement MPDS and the Advance Quality Assurance (ProQA-AQUA). In the event Napa Central Dispatch is unable to meet this requirement, the Proposer will be expected to contract with an alternative dispatch solution that meets these requirements.

6.13 DISPATCH AND RADIO COMMUNICATION

Napa Central will dispatch emergency ambulances following Contractor's SSM plan. The County desires the Contractor to enter into a separate agreement with Napa Central and contribute its share of costs for services Napa Central provides under this system. These costs are estimated to be \$550,000 in the first year, with annual increases based on CPI (see Exhibit 10).

A. Medical Dispatch Services:

Although it is the desire to have the Contractor enter into an agreement with Napa Central Dispatch, in order to meet the minimum requirements the Contractor will be required to enter into an agreement with a Dispatch

Center that meets the minimum requirements of the International Academy of Emergency Dispatch accreditation within the first year and throughout the term of the Contract.

B. Dispatch Requirements

The system will:

- (1) Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points
- (2) Utilize MPDS and ProQA -AQUA for systemized caller interrogation
- (3) Adhere to the ambulance provider's SSM deployment plan
- (4) Relay pertinent information to responding first responder and ambulance personnel
- (5) Monitor and track responding resources
- (6) Coordinate with public safety and EMS providers as needed
- (7) Provide "live" access to CAD and audio recorder systems, and will provide proposer with access to various reports agreed upon Napa Central, Proposer, and EMS Agency
- (8) Develop dispatch procedures cooperatively with the EMS Agency and the Provider including dispatch performance standards and compliance
- (9) Make timely operational changes when provider requests modified dispatch procedures for ambulance deployment. Changes requiring Vendor support may come at an additional negotiation and cost
- (10) Provide timely electronic reports that are designed jointly by Napa Central and provider following agreed-upon timelines
- (11) Implement Priority Dispatch protocols, once established by EMS Agency
- (12) Serve as a 24-hour contact point for EMS Agency's duty officer and Napa County Medical Health Operational Area Coordinator (MHOAC).

C. Proposer Requirements:

- (1) The Contractor will be required to obtain, install, and maintain in Proposer's ambulances all such communications equipment as is determined through the EMS Agency to be necessary for the effective and efficient dispatch of ambulances. For ambulances responding to 911 calls, GPS Location Systems are required. GPS Location System equipment failures shall not result in an ambulance being "out of service," and Proposer shall make reasonable efforts to immediately seek repair of malfunctioning GPS Location System equipment.
- (2) The Contractor shall be financially responsible for installation, purchase, rental, and maintenance of communication equipment in the ambulance provided in this proposal.
- (3) The Contractor shall establish policies that ensure that upon receipt of a private request for ambulance services, pertinent information including callback number, location, and nature of the incident is ascertained.

- (4) The Contractor shall ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained. In addition, the Contractor shall maintain a record of all requests for ambulance service.
- (5) Provide in detail your organization's requirements from Napa Central to be able to deploy your ambulances most optimally and efficiently including but not limited to:
 - a. Describe the process for making changes to the ambulance deployment plan, or the third-party software and the turnaround time for such changes
 - b. Describe the required information needs to ensure ambulance performance to the ambulance deployment plan, or the third-party software and the turnaround time for such changes
 - c. Describe the type of reports and any timelines associated with these reports
 - d. Describe the anticipated dispatching performance standards and measurements
 - e. Describe the expected physical access to Napa Central Dispatch center.

D. In the event Napa Central is unable to meet the minimum requirements of this RFP, Contractor shall identify an alternative dispatch center that complies with this RFP. Proposers will be required to contract with an established qualified dispatch center.

- (1) The Contractor shall provide a letter of intent from an alternative dispatch center that meets all RFP qualifications. If proposers plan to contract with a dispatch center other than Napa Central Dispatch, they must provide a detailed plan description on how it will meet all the RFP requirements.
- (2) The Contractor will explain how any alternative will achieve ACE accreditation and the timeline necessary to comply with this requirement.
- (3) The Contractor shall establish a CAD-to-CAD link with both current EMS dispatch centers in Napa County. All costs for CAD-to-CAD links will be borne by the Contractor.

6.14 FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A. Patient Charges

- (1) Current maximum patient charges are included as (Exhibit 11). Proposers are encouraged to maintain or decrease these charges. The patient charges must be fixed for at least one year from the beginning of the contract and be based on scope of work not any anticipated future opportunities under 6.15.
- (2) Submit the completed forms for "Proposed Ambulance Rates" including the two patient scenarios in (Exhibit 12)
- (3) To ensure the EMS Agency has resources necessary for equipment upgrades for emergency responders, \$1.50 per mile will be added to patient billing to establish a Technology and Equipment Upgrade Fund. The EMCC or other appropriate committee in coordination with the EMS Agency Administrator or Medical Director will approve all expenditures from this fund.

B. Budgets

- (1) Provide detailed information on the full costs of your proposed service including allocation of indirect costs.

- (2) Provide a statement of the method of financing, attach any endorsement documents necessary, of all start-up and operational costs including, but not limited to, the initial ambulance fleet and equipment and facility leases that are required to begin operations.
- (3) Provide a statement of the amount of funding that will be dedicated to "Reserve for Contingencies".
- (4) Proposer shall submit a financial statement of all financial, and/or in-kind corporate/parental entity support to show all sources of funding that will support the provision of 911 Ambulance Services within Napa County.
- (5) If the Proposer's corporate/parental structure is larger than only the provision of 911 Ambulance service for EMS Agency, this statement shall include disclosing the full cost allocation of all shared overhead services charged to the Napa County 911 Ambulance Service EOA (including rationale). Typical overhead services include but are not limited to risk management, insurance, purchasing, maintenance, legal and human resource, or other functions if those functions are not solely dedicated to 911 Ambulance Service in Napa County.
- (6) 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 911 Ambulance Services to Napa County.
- (7) Using the forms provided in (Exhibit 13), provide the above information for each year of the first three years of operation. Additionally, provide complete information on projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover 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.

C. Billing and Collection System

- (1) The Contractor shall be responsible for humane billing and collection practices and must have a written Compassionate Care Policy. Proposer's collection practices shall be following all State 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 Contractor shall have staff available at the proposer's local headquarters, accessible via a toll-free phone number 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 Contractor shall have a billing and collections system that is well-documented, easy to audit, customer-friendly, assists in obtaining 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. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or on paper.
- (5) If a patient is initially billed directly, Proposer'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, Proposer 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 Policy

- (1) Contractor shall have a written Financial Hardship/Compassionate Care Policy which shall apply to patients who do not have medical insurance and who have limited financial capacity.
- (2) Contractor shall extend discounts to patients based upon such policy and such discounts will consider federal poverty level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as any extenuating circumstances.
- (3) The Contractor shall submit an annual customer satisfaction survey provided by an external agency approved by the EMS Agency.
- (4) Describe your billing and collection system, including Spanish or other language preferences.
- (5) Provide a copy of your financial hardship policy.
- (6) Provide a copy of a billing late notice.
- (7) Describe how your organization evaluates and improves the billing and collection system.
- (8) Give at least one example of system improvement in the past year.

E. 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 the EMS Agency.
- (2) The Contractor shall make available a Year-end Financial Report to the EMS Agency Administrator for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to EMS Agency on an annual basis within ninety (90) calendar days of the close of Contractor's fiscal year. If Proposer's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Napa County operation shall be required and shall be subject to the independent auditor's review. The Contractor shall make all financial records for Napa County contract services available to the EMS Agency to audits requested.
- (3) Contractor shall provide a statement agreeing to provide EMS Agency all financial reports identified above including an annual audited financial statement according to Generally Accepted Accounting Principles (GAAP).

F. Payment and Services Charges

The Contractor will pay the following service charges as estimated below annually:

Services Charges	
EMS Agency Oversight & Monitoring Services	\$350,000
One Time RFP Cost Recovery	\$123,280
FirstWatch, OCU, FirstPass Annual	\$25,000
FirstWatch, OCU, FirstPass Start-up	\$142,500
Napa Central Dispatch	\$550,000
ALS First Responder Services	TBD*

G. Profit

- (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 with advanced life support (ALS) ambulance transport agreement.
- (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 911 ambulance service, the Contractor may request an additional rate increase, which shall be subject to approval by the Napa County Board of Supervisors after EMS Agency has completed a contract audit completed at the Contractor's expense.

H. Rate Adjustments

- (1) The rates proposed in this RFP may be increased annually to adjust for inflation. No later than forty-five days before each adjustment date, the Contractor may request the EMS Agency to consider approval of a user fee adjustment. There will be no rate adjustment in the first year of the agreement.
- (2) To ensure a fair and appropriate cost to residents and visitors to the County the EMS Agency Director will have the final authority to set the CPI rate adjustment, which shall not be unreasonably denied. The EMS Agency Director's decision will be made in consultation with County fiscal personnel and informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documentation may include but is not limited to audited financial statements, collection rate, and payor mix. Notwithstanding anything in this section, a rate increase request greater than ten percent (10%) will require Board of Supervisor approval.
- (3) The formula utilized by Contractor in proposing a requested User Fee increase shall be based on the Consumer Price Index All Urban Consumers San Francisco-Oakland-San Jose" ("Bay Area CPI") index and the percentage of the average of the Contractor's collection rates in the most recent four (4) quarterly financial reports. The requested percentage increase to adjust for inflation shall be calculated using the following indices: Bay Area CPI divided by the average collection rate described above equals "Net" CPI adjustment.
 - a. Example: If the Bay Area CPI inflation rate increases 2%, and the Contractor's average collection rate is 50%, the Net CPI inflation rate adjustment shall equal 4%.
- (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 911 ambulance service, the Contractor may request an additional User Fee increase, which shall be subject to approval by the Napa County Board of Supervisors.
- (5) The EMS Agency reserves the right, in its sole discretion, to conduct an audit whenever the Contractor requests a fee increase above ten percent (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. The EMS Agency 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, 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 User Fee increase.

- (6) Any charges or service payment increases established due to first responder services or other existing contract requirements will not exceed the Bay Area CPI index unless otherwise stated in contractual agreements.

6.15 FUTURE OPTIONAL SYSTEM ENHANCEMENTS

- A. EMS Agency is interested in exploring, and contractor shall be likewise willing to explore, during the terms of a contract resulting from this RFP the efficacy and financial viability of a tiered response system that may include a nurse triage process at dispatch with alternate destination procedures and or respond, treat and refer protocols. All 911 emergency pilot programs will be based on priority dispatch through EMD protocols approved by the EMS Agency's Medical Director and will need a strong evaluation process to assess patient outcomes to ensure patient safety.
- B. Community Paramedic Community Care Programs: As approved by state statute and regulations, Contractor, the County, and EMS Agency may work together to provide additional creative solutions to support the health and welfare of community members through the utilization of fire and ambulance personnel to conduct programs such as reduction of repeat hospital visits with patient home follow-up, transportation to alternate locations.

EXHIBITS

EXHIBIT 1 – Maps of EMS Exclusive Operating Areas and Population Areas

EXHIBIT 2 – Historical Call Data

EXHIBIT 3 – Proposer Scoring

EXHIBIT 4 – General Terms of Contract

EXHIBIT 5 – Response Times, and Liquidated Damages

EXHIBIT 6 – Clinical Performance Standards, Exemptions, and Liquidated Damages

EXHIBIT 7 – Proposed Ambulance Employee Compensation and Benefits – Paramedic and EMT-I

EXHIBIT 8 – Investigative Authorization – Company

EXHIBIT 9 – Investigative Authorization – Individual

EXHIBIT 10 – Dispatch Costs

EXHIBIT 11 – Current Napa County Ambulance Rates

EXHIBIT 12 – Proposed Napa County Ambulance Rates

EXHIBIT 13 – Proposed Operating and Start-Up Budget

EXHIBIT 14 – Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973

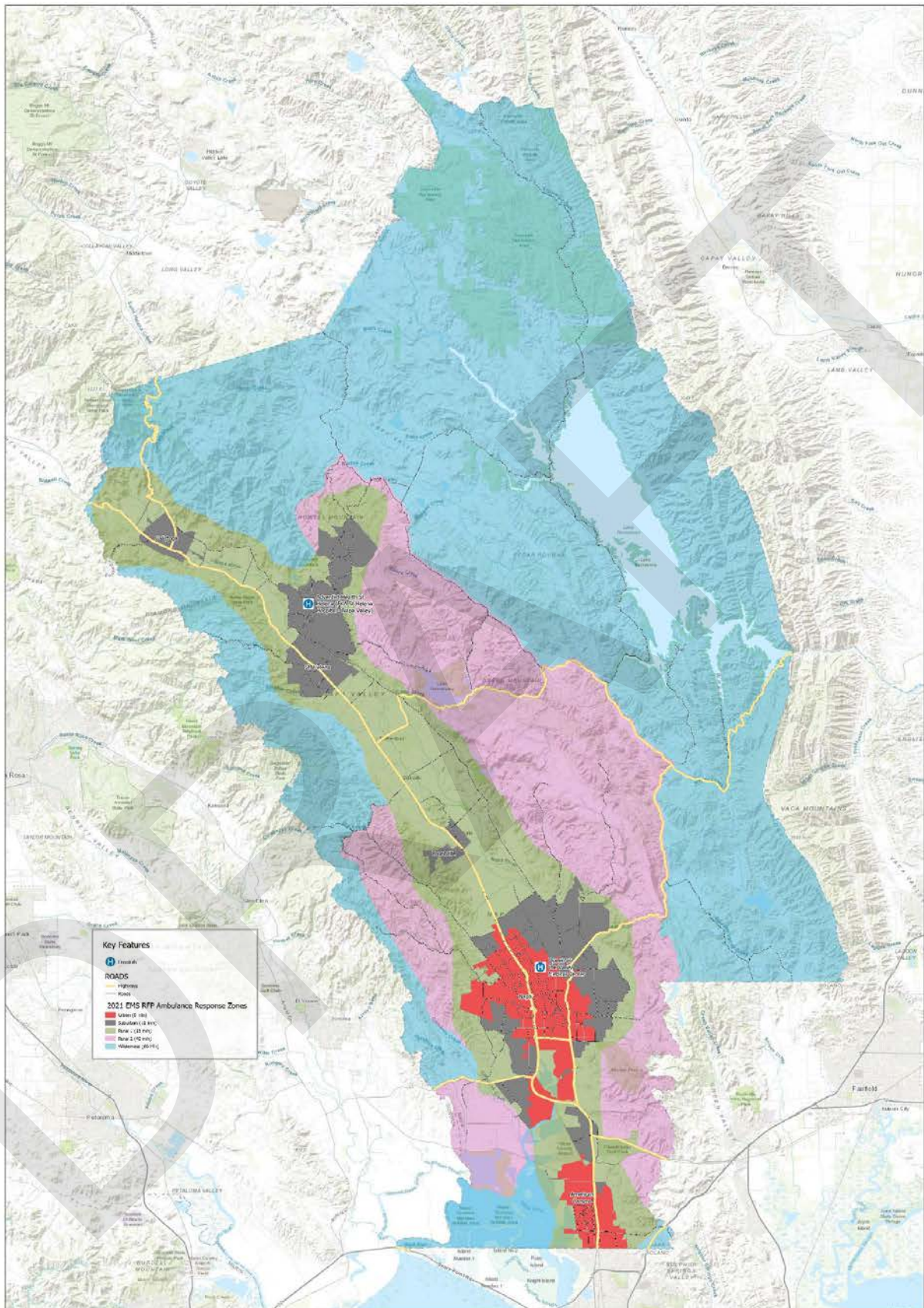
EXHIBIT 15 – Definitions

EXHIBIT 1 – MAPS OF EMS EXCLUSIVE OPERATING AREAS AND POPULATION AREAS

Definition of EMS System Standards:

- (1) Urban - all census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.
- (2) Suburban - All census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.
- (3) Rural 1 & Rural 2 - all census places with a population density of seven to 50 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of seven to 50 persons per square mile.
- (4) Wilderness - census tracts or enumeration districts without census tracts that have a population of less than seven persons per square mile.

Note: Napa County has determined the need to divide the large rural areas into Rural 1 and Rural 2. This is to increase efficiency and improve EMS system response within the County.



Emergency Medical Services

2021 EMS RFP Ambulance Response Zones

3/23/2021 Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

0 1 2 3 4 5 Miles



EXHIBIT 2 – HISTORICAL CALL DATA

Historical CAD call data will be provided to all qualified Proposers after receipt of a Letter of Intent to bid. The chart below illustrates the three-year call volume by Priority and Emergency Response Zones (ERZ).

Napa County EMS System	2017		2018		2019		3 Year Total		
	Responses	Transports	Responses	Transports	Responses	Transports	Responses	Transports	
EMS Zone A Urban									
Priority 1	8,323	5,582	8,315	5,744	8,446	5,871	25,084	17,197	68.56%
Priority 2	1,198	572	1,141	524	1,216	549	3,555	1,645	46.27%
Priority 3	750	431	736	436	811	468	2,297	1,335	58.12%
Priority 4	894	715	902	724	1,001	845	2,797	2,284	81.66%
EMS Zone B Suburban									
Priority 1	1,118	580	1,160	579	1,082	566	3,360	1,725	51.34%
Priority 2	124	22	79	23	48	8	251	53	21.12%
Priority 3	63	22	38	11	15	3	116	36	31.03%
Priority 4	1	1	5	4	1	1	7	6	85.71%
EMS Zone C Rural									
Priority 1	3,819	2,239	3,926	2,306	3,583	2,168	11,328	6,713	59.26%
Priority 2	307	113	309	99	137	44	753	256	34.00%
Priority 3	104	47	90	25	272	215	466	287	61.59%
Priority 4	204	155	191	143	186	146	581	444	76.42%
EMS Zone D Wilderness									
Priority 1	614	134	668	190	568	135	1,850	459	24.81%
Priority 2	70	14	45	10	24	6	139	30	21.58%
Priority 3	17	5	14	2	12	4	43	11	25.58%
Priority 4	1	1	-	-	-	-	1	1	100.00%
Annual	17,607	10,633	17,619	10,820	17,402	11,029	52,628	32,482	61.72%
Transport Percent		60.39%		61.41%		63.38%		61.72%	

The Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 ambulance notifications received from the County's designated medical dispatch center within 15 minutes zero seconds (15:00) of the scheduled time within any calendar month. This standard shall apply to all notifications for service where the scheduled time for patient pickup is greater than two hours from the time the call is received in the County designated medical dispatch center.

EXHIBIT 3 – PROPOSERS SCORING

The County reserves the right to accept proposals, and the right to request clarification of information submitted; to request additional information from competitors; to waive any informality in the proposals; to waive any minor irregularity in the submission and review process; to reject any proposals not meeting criteria as required in this RFP, and to accept the proposal that appears to be in the best interest of the County.

RFP Screening Check Sheet

To qualify for further evaluation by a Proposal Review Committee (PRC), a Proposer must meet the following minimum qualifications and have submitted a complete proposal to include all the following categories. Categories will be identified with a YES or NO. Complete proposals will be forward to the PRC for evaluation and scoring.

Proposal Meets Minimum Qualifications YES/NO

Category	YES	NO
Did the Proposer follow the requirements as identified in the proposal instructions?		
Does the Proposer meet the minimum qualifications and experience?		
Does the proposer agree to meet the minimum Insurance requirements and Standard Terms and Conditions?		
Did the proposer address all items identified in the Scope of Work and Special Provisions?		
Are all required forms listed in the Exhibits completed?		

Proposer Scoring Sheet

Evaluator Number: _____ Date: _____

Evaluator Rating Descriptions							Points Awarded	
Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor, and the element contributes appropriately to meet the requirements of the criterion.							100%	
Good: The proposal addresses the element well; although, certain improvements are possible related to meeting the overall criterion.							75%	
Fair: The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification concerning meeting the overall criterion.							50%	
Poor: The proposal has inherent weaknesses concerning the element being evaluated and does not materially support the criterion.							25%	
Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.							0%	
Scope of Work and Special Provisions	Evaluator Rating					Points Possible	Score Modification*	Total Points
	Excellent	Good	Fair	Poor	Fail			
Credentials, Experience, and Local Management Team						50		
System Requirements						50		
Ambulance Deployment						30		
Vehicles						30		
Medical Equipment and Supplies						30		
Personnel						20		
Hospital & Community						20		
Disaster						20		
Clinical Quality Performance & ePCR						50		
Dispatch						30		
Financial, Price Proposal & Administration						30		
Future Optional System Enhancements						10		
Total						370		

*Scores may be modified following the Oral Presentations by one scoring category. Example: a score of Fair may be modified to Poor or Good following Oral Presentation.

Percent and Calculation of Points:

100% of (any number) is that number
75% of 50 points = 37.5 points
75% of 40 points = 30 points
75% of 30 points = 22.5 points
75% of 20 points = 15 points
50% of 50 points = 25 points
50% of 40 points = 20 points
50% of 30 points = 15 points
50% of 20 points = 10 points
25% of 50 points = 12.5 points
25% of 40 points = 10 points
25% of 30 points = 7.5 points
25% of 20 points = 5 points
0% of 0 points = 0 points

EXHIBIT 4 – PROFESSIONAL SERVICES AGREEMENT EXAMPLE



A Tradition of Stewardship
A Commitment to Service

DRAFT PROFESSIONAL SERVICES AGREEMENT

SECTION 2. GENERAL TERMS AND CONDITIONS

AGREEMENT BETWEEN NAPA COUNTY AND [Contractor name]

This Agreement is entered into this day of _____, 20____, by and between, Napa County hereinafter called "COUNTY," and [Insert contractor legal name here], hereinafter called "CONTRACTOR."

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 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 Napa designates Health and Human Services Agency to be the local EMS Agency and to develop a written agreement with any qualified Paramedic Ambulance Transport Provider that wishes to participate in the Advanced Life Support program in Napa County; 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 8.70.020 of Napa County Ambulance Ordinance establishes a Certificate of Operation and Permits including Exclusive Operating Areas and/or Non-exclusive Operating Areas shall be designated, and Section 8.70.021 establishes that those providing ambulance services must hold a Certificate of Operation issued by the county, and Section 8.70.042 establishes that the Ambulance Provider Agreement shall address performance standards.

Now, therefore, it is agreed by the parties to this Agreement as follows:

2.1 **Term of the Agreement.**

(a) **Term.** The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict) of this Exhibit C.

(b) **Extension of Agreement.** County may extend the Contractor's 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) **Obligations Extending Beyond Term.** The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in RFP, Section

2.3 **Pricing, Billing, and Collections**

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 Napa County for the performance of any services described within this Agreement.

CONTRACTOR shall be entitled to charge patients for the services rendered according to an approved Napa EMS Agency fee schedule in EXHIBIT 12. CONTRACTOR shall not discount its rates less than the rates set forth in EXHIBIT 12, except where required by law (e.g., Medicare or Medicaid, or where a patient meets CONTRACTOR's Compassionate Care Policy).

2.4 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents, and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.5 **Specific Performance.** 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.

2.6 Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. 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, and shall provide COUNTY with the certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) 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, 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. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/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 FIVE MILLION DOLLARS (\$5,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. 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) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance

retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.7 Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees, and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work-product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. 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.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall

defend and indemnify 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.

(c) 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.

2.8 Termination for Cause.

(a) If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting Party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.9 Other Termination.

(a) This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10. Disposition of, Title to, and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law, and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.11 No Waiver. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or the breach of any other requirement of this Agreement.

2.12 Notices.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by a deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval, or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval, or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either Party may change its address by notifying the other Party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.13 Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

- (a) Waste Source Reduction and Recycled Product Content Procurement Policy.
- (b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."
- (c) Drug and Alcohol Policy.
- (d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995, and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.14 Confidentiality.

(a) Maintenance of Confidential Information. 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 as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at www.countyofnapa.org.

(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 with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(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"

HHSA Contractor Security Requirements” and can adhere to the minimum standards at all times. A copy of “HHSA Contractor Security Requirements” which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department and is also online at www.countyofnapa.org.

2.15 Assignments or Subcontracts. Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of Agency. Any such assignment or subcontract without Agency’s prior written consent shall give Agency the right to automatically and immediately terminate this Agreement without penalty or advance notice.

2.16 Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties.

2.17 Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

2.18 Compliance with Laws. CONTRACTOR shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes. CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of

employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent, this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002, relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the

general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address, and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.19 Taxes. CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes, and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.20 Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of

this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.21 Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The Parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective Parties and that any action necessary to bind each such Party has been taken by that Party prior to entering into this Agreement.

2.22 Conflict of Interest.

(a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.23 Non-Solicitation of Employees. Each Party agrees not to solicit for employment the employees of the other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement

except with the written permission of the other Party, except that nothing in this Paragraph shall preclude either Party from publishing or otherwise distributing applications and information regarding that Party's job openings where such publication or distribution is directed to the general public.

2.24 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

2.25 Attorney's Fees. In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.26 Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.27 Entirety of Contract. This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

2.28. Other Terms and Conditions [Reserved.]

2.29 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.30 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.31 RESERVED

2.32 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation, or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.33 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to

HHSa that CONTRACTOR has received, read, understands, and will abide by HHSa's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHSa upon written request.

2.34 Electronic Billing System. CONTRACTOR understands that Napa County Health and Human Services (HHSa) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse, and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSa or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.35 Audit Report Requirements.

Retention of Records; Right to Monitor and Audit

- (a) CONTRACTOR shall maintain all required records relating to services provided under this Agreement for three (3) years after Agency makes final payment and all other pending matters are closed, and CONTRACTOR shall be subject to the examination and/or audit by Agency, a Federal grantor agency, and the State of California.
- (b) CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by Agency.
- (c) CONTRACTOR agrees upon reasonable notice to provide to Agency, to any Federal or State department having monitoring or review authority, to Agency's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

2.36 Payment of Permits/Licenses. CONTRACTOR bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at CONTRACTOR's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

County of Napa

By: _____
EMS Agency Administrator

By: _____
Chairman of the Board of Supervisors

CONTRACTOR

By: _____

EXHIBIT 5 – RESPONSE TIMES AND LIQUIDATED DAMAGE

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. The EMS Agency will require the Contractor to implement a performance improvement plan that includes root cause analysis for any Emergency Response Zones (ERZ or zone) falling below 90% and for every Outlier Response. The Performance Improvement Plan will be reported and approved by the EMS Agency before the implementation of a corrective action plan. The EMS Agency believes all attempts should be made to comply with Response Time standards such as system status plan adjustments or increased staffing of ambulances prior to assessing any liquidated damages. The EMS Agency will address the issue of performance over liquidated damages in detail in subsequent contract negotiations with the successful proposer.

The EOA is designed to provide specific response times to the various populated areas within Napa County referred to as ERZ. There are five (5) ERZs distinguished by response time performance requirements and each zone is distributed over multiple areas of the County. Response Time compliance will be measured monthly. A measurement period will be the completion of 100 calls, or the end of the year, whichever comes first. The Proposer shall meet or exceed the relevant response times 90% of the time. (see Map EXHIBIT 1).

Emergency Response Zones and Priority Level

Napa County EMS Agency has recently conducted an update to their ERZs based on population changes in the County and 2010 US Population Census data. There are five (5) zones, each distinguished by response time performance requirements and each zone is distributed over multiple areas of the County. These zones may or may not be contiguous. ERZs are designated as Urban, Suburban, Rural 1, Rural 2, and Wilderness and each have specified Response Time requirement based on the call Priority level:

- Priority 1 - Potentially Life-Threatening Emergency Response
- Priority 2 - Non-Life-Threatening Emergency Response
- Priority 3 - Non-Emergency Response
- Priority 4 - Non-Emergency Interfacility ALS Transports.

Napa County Emergency Response Zone Response Time Compliance Requirements						
Priority Level	Compliance	Urban	Suburban	Rural 1	Rural 2	Wilderness
Priority 1	90%	8:00	10:00	15:00	40:00	60:00
Priority 2	90%	12:00	15:00	25:00	55:00	70:00
Priority 3	90%	20:00	30:00	60:00	70:00	90:00

Priority 4	90%	+/- 15 Minutes				
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The EMS Agency has grouped Urban and Suburban as one reporting category, and Rural 1, Rural 2, and Wilderness as a second reporting category to meet 90% compliance. Priority Level 3 and Priority Level 4 are measured separately.

ALS Emergency and ALS Inter-Facility Calls

This RFP is exclusive for all emergency medical calls to include those received through the 911 system as well as those emergency calls received through means other than 911 in Napa County. This RFP includes ALS standby services where pre-hospital care and ambulance transportation may be required. The services outlined in this RFP do not include Critical Care Transports (CCTs) or non-emergency BLS transfers.

Opportunities with ALS Fire Services

This RFP requires the Proposer to partner with fire agencies for First Response ALS (FRALS) services. Any partnership agreement will allow the Contractor extended Response Times equal to an extra two minutes for an Urban call, three minutes for a Suburban call, and five minutes for a Rural call within those jurisdictions for Priority 1 and Priority 2 responses. In addition, the Contractor will provide a fully stocked BLS “surge ambulance” to Napa Fire Department and American Canyon Fire Protection District as part of a future agreement. The FRALS agencies must meet the Response Time requirements illustrated in the previous chart. The chart below demonstrates the extended Response Times for the ambulance provider with a FRALS agreement.

ALS Ambulance Response Time Standard with Extension for Priority 1 and Priority 2 Calls in Urban, Suburban and Rural ERZs Including QRV Response						
Priority Level	Compliance	Urban	Suburban	Rural 1	Rural 2	Wilderness
Priority 1	90%	10:00	13:00	20:00	FRALS not Available	FRALS not Available
Priority 2	90%	15:00	18:00	30:00		

Primary Response to Isolated Peripheral Areas of the County

The proposer will have exclusive rights to all 911 calls originating in the County, however, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be from an adjacent county. Currently, ambulance companies in adjacent jurisdictions provide primary emergency response to these border areas. In the interest of closest resource for the patient, the Contractor shall enter into mutual aid agreements with neighboring jurisdictions. The EMS Agency must approve all mutual aid agreements.

Liquidated Damages

Liquidated damages may be assessed in the event a response falls below performance requirements for Priority 1, Priority 2, and Priority 3 calls. The chart below demonstrates the number of liquidated damages that may be assessed by the EMS Agency. The Contractor will be required to conduct a comprehensive performance improvement process and submit it to the EMS Agency within 15 days following the identification of underperformance. The EMS Agency will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the system status plan or other measures to comply with the 90% requirement. Priority 4, non-Emergency Interfacility ALS Transports, will be monitored monthly for compliance to the 90% standard.

Priority 1, 2 & 3 Responses	
Compliance %	Liquidated Damages
89% to 89.99%	\$1,000
88% to 88.99%	\$2,000
87% to 87.99%	\$3,000
86% to 86.99%	\$5,000
85 to 85.99%	\$6,000
Less than 85%	\$8,000

- In the event, Contractor fails to meet minimum response times in the same ERZ for a second consecutive month, a \$50,000 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.
- In the event Contractor is out of compliance in multiple ERZs more than two times in a year, a \$50,000 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 - Outlier Response

The Contractor may be assessed liquidated damages if there is a single Outlier Response greater than 200% of the response time for that Zone. Example: An Urban response requirement of 8:00 has an on-scene time greater than 16:00 (minutes and seconds), the provider will be assessed and pay liquidated damages in the amount of \$500.00 for being over eight minutes late on that one response.

Outlier Response Times						
Priority Level	Urban	Suburban	Rural 1	Rural 2	Wilderness	L.D.s per Outlier
Priority 1	> 16:00	> 20:00	> 30:00	> 80:00	> 1:20:00	\$500
Priority 2	> 24:00	> 30:00	> 50:00	> 1:10:00	> 1:40:00	\$500

Priority 3	> 40:00	> 60:00	> 1:20:00	> 1:40:00	> 2:20:00	\$500
Priority 4	> +- 15:00					

Additional Liquidated Damages

Additional Liquidated Damages Assessment (per incident)	
Preventable mechanical failure with a patient on board ambulance (If the vehicle is out of compliance with county approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	\$500
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 to receiving hospital following EMS Agency Policy	\$250

Response Time Management

- A. Dispatch CAD data and the FirstWatch On-line Compliance Utility (“OCU”) is the program Napa County EMS Agency has anticipated utilizing to monitor this agreement. This program shall be used to calculate all Contractor Response Times. Ambulance Response Time measures are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient situation. Response Time shall be measured in minutes and integer (whole) seconds and compliance determined on a fractile basis.
- B. Response Time specifications are for a performance-based approach involving defined Emergency Response Zones (ERZ). The proposer will be expected to commit to employing whatever effort is necessary to achieve the Response Time requirements for ambulance service requests located within the EOA. The Contractor shall deploy ambulance resources and QRVs in a manner consistent with this goal.
- 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 ambulance response from an entity requested to provide Mutual Aid for the Contractor. The Contractor shall alert dispatch of all QRV responses to the scene of an emergency and all associated times shall be documented.
- F. The use of a surge ambulance will be monitored by the EMS Agency. In the event a surge ambulance is utilized greater than twice a month per jurisdiction, the EMS Agency, ambulance provider, and FRALS agency will agree to engage in a discussion to evaluate such level of service.

All impacted parties will be involved in developing solutions to discuss usage reduction if any are required.

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 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 the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.

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 instance of a response to an apartment complex or mobile home park when the unit enters the complex.
- (3) In the event, “staging” is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area documented by CAD
- (4) At the time that dispatch notifies the assigned ambulance to cancel its response.

C. In incidents when the assigned ambulance crew fails to report their arrival at 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 at scene time. The Contractor may also validate at scene time by MDC time stamp as documented in CAD or AVL playback.

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

Response Time Corrections and Exceptions

- A. 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 at 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 at scene time. Alternatively, at scene time may be validated by CAD timestamp or Global Positioning System (GPS) based on Automatic Vehicle Location (AVL) playback.
- B. In some cases, certain specified responses will be excepted by the EMS Agency and thereby deemed as compliant responses to be included in Response Time compliance calculations. These Exceptions will be for good cause only, as reasonably determined by the EMS Agency. The burden of proof that there is good cause for the Exception shall rest with the Contractor.
- C. The Contractor shall file a request for each desired Response Time correction or Exception monthly with EMS Agency until the online compliance utility is operational and functioning in near real-time. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The EMS Agency Administrator or their designee shall grant or deny Exceptions to performance standards and shall so advise the Contractor. The EMS Agency 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 EMS Agency*):
 - a. The call was downgraded from Code 3 to Code 2 by on-scene responders or by the dispatcher following County protocol and is Response Time compliant
 - b. The call was upgraded and is Response Time compliant
 - c. Response canceled before the unit arrived at scene; must provide evidence that call was canceled within required Response Time.
 - (2) Case-by-Case Appeals (*to be considered by EMS Agency*):
 - a. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to the time the ambulance arrived at the unpaved road.

Response Time Exemptions

- A. 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.
- B. In the monthly calculation of Contractor's performance to determine compliance with Response Time Standards, every request for ambulance service from dispatch 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 the EMS Agency 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 EMS Agency until the OCU is operationally functioning in near real-time. Such request shall list the date, the time, and the specific circumstances causing the delayed response. EMS Agency shall grant or deny exemptions to performance standards and shall so advise the Contractor. The EMS Agency will respond to Exemption requests utilizing the OCU.
- C. Examples of Exceptions include, but are not limited to:
 - (1) Automatic Appeals (to be granted by EMS Agency):
 - a. Additional ambulances responding to the same incident; the first unit must meet Response Time standard
 - b. Responding ambulance is involved in a traffic collision, and Contractor is determined to be not at fault by law enforcement.
 - (2) Case-by-Case Appeals (to be considered by EMS Agency): in climate weather conditions that impair visibility or create other unsafe driving conditions.
 - a. The wrong address provided by the requesting party
 - b. An unavoidable delay caused by road construction
 - c. Restricted roadway access
 - d. Delays in transferring care to a hospital emergency department. 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).
 - e. All other exemption requests shall be for good cause only, as determined by the EMS Agency. Exemptions shall be considered on a case-by-case basis including unusual system overload. 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.

Response Time Reporting Requirements

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
- (1) Time call received by dispatch from PSAP
 - (2) Time call received by Contractor
 - (3) Time location verified
 - (4) Time ambulance crew assigned
 - (5) Time enroute to scene
 - (6) Arrival at scene time
 - (7) Arrival at patient's side
 - (8) Total at scene time
 - (9) Time enroute to transport destination
 - (10) Total time to transport to the destination
 - (11) Arrival time at the destination
 - (12) Time of patient transfer to receiving hospital personnel (transfer of care)
 - (13) Time available at the destination (i.e., return to in service status).
- B. These reporting requirements may change. EMS Agency agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, EMS Agency agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.
- C. 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.
- D. Phase-In Period (Discovery Period):

For the first three (3) months after the agreement is implemented, beginning January 2, 2022, through March 31, 2022, 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.

E. Other Repercussions:

If EMS Agency, with the recommendation of the Emergency Medical Care Committee (EMCC) or other oversight committee designated by the EMS Agency, determines that Contractor has failed to maintain Response Time compliance as required and/or has Outlier Response Time as defined on more than five percent (5%) of all late calls in any Response Time Compliance Zone 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 Outlier Response Time compliance requirement is to ensure the quality of patient care and that invoking the breach provision relative to Outlier 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 Outlier Response Time non-compliance, County shall provide Contractor an opportunity to cure any failure to comply with Outlier Response Time

requirements and agrees not to invoke the breach provision for Outlier Response Time if Contractor demonstrates good faith and best efforts to resolve issues contributing to Contractor's failure to meet the Outlier Response Time compliance requirements. Actions constituting best efforts 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 Outlier Responses
- (2) In consultation with EMS Agency, Contractor agrees it will utilize best efforts, available resources, and technology that do not unreasonably impact Contractor's cost or revenue, to implement all performance improvement recommendations
- (3) The Contractor agrees to conduct a 100% review (Clinical and Operations) on Outlier 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.

F. Payments and Use of Liquidated Damage Funds:

- (1) EMS Agency 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 the EMS Agency 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 Napa County EMS System Enhancement Fund.
- (2) Liquidated damages collected will be utilized following EMS Agency policy.

Example of Liquidated Damages

Reporting Period August 2022		
Zone	Priority Level	Response Time Compliance
Urban and Suburban	1	93.34%
	2	89.60%
	3	100.00%
	4	97.83%
Rural and Wilderness	1	97.06%
	2	100.00%
	3	100.00%
	4	100.00%
Outlier Response	2	

TYPE	LIQUIDATED DAMAGES	QT	TOTAL LIQUIDATED DAMAGES BREAKOUT	
89-89.99%	\$1,000.00	1	\$1,000.00	PROPOSER
88-88.99%	\$2,000.00		\$0.00	COMPLIANCE \$1,000.00
87-87.99%	\$3,000.00		\$0.00	OUTLIER RESPONSE \$1,500.00
86-86.99%	\$5,000.00		\$0.00	OTHER \$750.00
85-85.99%	\$6,000.00		\$0.00	
<85%	\$8,000.00		\$0.00	
OUTLIER RESPONSE				
EXT RESP 200%	\$500.00	3	\$1,500.00	
OTHER				
MEHC FAILURE	\$500.00		\$0.00	
FAIL RPT ON SCENE	\$250.00	3	\$750.00	TOTAL \$3,250.00

This is an example only of a monthly liquidated damages report, showing infractions in each category. FirstWatch Online Compliance Utility will look different when fully implemented.

Monthly Compliance:

In the monthly response compliance, one EOA Contractor scored on-time compliance of 89.60% in the Urban and Suburban Priority 2 zone, resulting in \$1,000 liquidated damages. Therefore \$1,000 damage is assessed.

Outlier Response:

The Contractor had 3 Outlier emergency responses resulting in \$1,500 in liquidated damages .

Other:

On 3 occasions this month, Contractor ambulances failed to notify dispatch or indicate their arrival "on- scene" resulting in a \$750 liquidated damages.

Penalty Breakout:

The total monthly liquidated damages for the Proposer are shown on the right-hand side and reflect the amount of payment that will be paid directly to EMS Agency as Napa County EMS System Enhancement Funds.

EXHIBIT 6 – CLINICAL PERFORMANCE STANDARDS, EXEMPTIONS & LIQUIDATED DAMAGES

Clinical Performance Measures:

A. Participation in State and National Benchmarking

Napa County EMS Agency will require the submission of data that would allow the county to participate in the California EMS System Core Quality Core Measures Project, CARES, NEMSQA (formerly EMS Compass), and Mission: Lifeline.

B. Napa County EMS Clinical Performance Measures

Napa County EMS Agency requires the Proposer to describe Clinical Performance Standards based on the standards listed below. The proposal may contain additional Clinical Performance Standards. The agreed-upon Clinical Performance Standards will become part of any future agreement. It is understood, due to the nature of Clinical Performance Standards, a phase-in discovery period will be necessary, and standards may not be defined at the beginning of the agreement.

Assessment

- Blood Glucose measurement for patients with altered neurological function
- 12-lead ECG obtained in patients with chest pain of suspected cardiac etiology
- Injured patients assessed for pain
- Length-based weight estimate for pediatric patients

Treatment

- Aspirin administered for chest pain of suspected cardiac etiology
- Glucose or glucagon administered for hypoglycemia
- Benzodiazepine administered for status epilepticus
- Nitroglycerin administered for acute pulmonary edema
- Albuterol administered for symptomatic asthma or COPD
- Pain management (pharmacologic or non-pharmacologic) if pain scale >2
- End-tidal CO₂ measured on every successful endotracheal intubation

Communication and Transport:

- Prearrival hospital notification for stroke, STEMI, or major trauma
- Direct transport of a patient with stroke, STEMI, or trauma meeting triage guidelines to appropriate designated specialty care center

Documentation:

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

Summary of Napa County EMS Clinical Performance Measures

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

	CA Core Measures ¹	NEMSQA ²	Mission: Lifeline ³	GAMUT ⁴	Meyers et al ⁵	TQIP ⁶
Assessment						
Blood Glucose measured for AMS	X	X		X	X	
12-lead ECG for chest pain			X			
Injured patients assessed for pain		X				
Pediatric weight estimation		X				
Treatment						
Aspirin for chest pain	X		X		X	
NTG for chest pain or pulmonary edema					X	
Glucose given for hypoglycemia	X	X				
Benzodiazepine for status epilepticus		X			X	
Albuterol for asthma or COPD	X				X	
Treatment of pain if >2/10		X				
End-tidal CO2 for 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

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>

Additional Suggested Measures (for consideration by Proposer)

- Medication Errors - total annual or rate
- Ambulance accidents – response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys
- 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 whatever 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 the EMS Agency. It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized performance standards. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

Clinical Performance Standard Liquidated Damages

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

The Contractor is expected to work with the EMS Agency to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined 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. The EMS Agency Medical Director will work in consultation with the Contractor to make recommendations and have final approval of any corrective actions prior to implementation. If this process is not implemented or no measurable improvement has been made, 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 the EMS Agency 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 EMS Agency agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable estimate of the damages to the County. If all corrective actions identified are implemented, no Liquidated Damages will be assessed.

The Contractor shall pay liquidated damages to EMS Agency every quarter that Contractor fails to attain Clinical Performance Standards agreed to and understand that these will be periodically updated to reflect current medical standards. Liquidated Damages paid by the Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan shall be assessed. The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established for compliance 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	80%	75%-79%	\$1,500	65%-74%	\$3, 000	Anything below 65% 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 EMS Agency for the underperformance of Clinical Performance Standard as measured quarterly unless exempted by EMS Agency. 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).

EXHIBIT 7 – PROPOSED AMBULANCE EMPLOYEE COMPENSATION AND BENEFITS – PARAMEDIC AND EMT-I

Paramedic compensation package

Proposer

	New Employee	After 2 Years	After 5 Years
--	--------------	---------------	---------------

Hourly Wage (straight time):

Lowest
Highest
Median

Average number of hours per week for full-time EMT-Ps:

Average gross earnings per week for full-time EMT-Ps:

Paid Vacation (days per year)

Paid Holidays (days per year)

Sick Leave (days per year)

Paid Cont. Ed. (hours per year)

Uniform Allowance (per year)

Tuition Reimbursement (per year)

Health Care

Medical

% Covered

\$ Deductible

Dental

% Covered

--	--	--

Optical

% Covered

--	--	--

Describe any of the following that is provided:

- Stock Options
- Profit-sharing
- Day Care Services
- Career Development
- Pension Plan

EMT-I compensation package

Proposer

	New Employee	After 2 Years	After 5 Years
--	--------------	---------------	---------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average number of hours per week for full-time EMT-Ps:

Average gross earnings per week for full-time EMT-Ps:

Paid Vacation (days per year)

Paid Holidays (days per year)

Sick Leave (days per year)

Paid Cont. Ed. (hours per year)

Uniform Allowance (per year)

Tuition Reimbursement (per year)

Health Care

Medical

% Covered

\$ Deductible

Dental

% Covered

Optical

% Covered

Describe any of the following that is provided:

- Stock Options
- Profit-sharing
- Day Care Services
- Career Development
- Pension Plan

EXHIBIT 8 – INVESTIGATIVE AUTHORIZATION - COMPANY

The undersigned organization, a prospective proposer to provide emergency advanced life support ambulance service for the County of Napa, 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 the EMS Agency or its agents. The company specifically agrees that the EMS Agency or its agents may conduct an investigation into, but not limited to the following matters:

- (1) 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 EMS Agency's selection decision
- (2) 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
- (3) 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
- (4) Other business in which company owners and/or other key personnel in the company currently have a business interest
- (5) 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 _____ 2021 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 _____

EXHIBIT 9 – INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being __ (title) for _____ (Company), which is a proposer to provide emergency and advanced life support ambulance service to the County of Napa, 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 the County of Napa, EMS Agency, 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, financial stability, and general background, and specifically agrees that the County of Napa, EMS Agency, 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 _____ 2021 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 _____

EXHIBIT 10 – DISPATCH & FIRSTWATCH SERVICES CHARGES & INITIAL COSTS

Napa Central will dispatch emergency ambulances in accordance with Proposer's SSM plan. The Proposer will be expected to enter into a separate agreement with Napa Central and contribute its share of costs for services Napa Central provides under this system. These costs are estimated to be \$550,000 annually. This includes all communication functions, connection to FirstWatch or similar product, and radio programming and maintenance. Hardware (mobile radios, portable radios, and pagers) can be purchased through the City of Napa. Annual increases will be based on CPI.

Annual Dispatch Services	
Napa Central Dispatch	\$550,000
MDC/AVL Connectivity <u>per unit/per month</u>	\$40.00

The FirstWatch integration includes the following cost below. It includes 20 standard triggers and a FirstPass reporting bundle. If additional triggers or customized reports are required additional costs will be incurred. If proposer recommends an alternative or superior product to the FirstWatch suite, those costs will need to be identified in the proposal.

FirstWatch Start-up and Annual Service Charges	
FirstWatch, OCU, FirstPass Start-up	\$142,500
FirstWatch, OCU, FirstPass Annual	\$25,000

EXHIBIT 11 – CURRENT NAPA COUNTY AMBULANCE RATES

2021 Napa County Ambulance Rates as approved by the EMS Agency:



Exhibit 10

Patient Billing Rates
Effective January 1, 2021

Base Rate	\$2,304.26*
Mileage	\$46.32
Oxygen	\$159.83
Treat Non-Transport	\$496.61

*Transports within the City of Napa where the fire department provides ALS first responder services, the base rate is reduced by \$100.00

AMR - Napa County, 841 Latour Ct, Ste D, Napa, CA 94558
A Global Medical Response Company

EXHIBIT 12 – PROPOSED NAPA COUNTY AMBULANCE RATES

Proposer	
----------	--

Proposed ambulance rates	
Base Rate	
Oxygen	
Mileage	
Treat Non-Transport	
Technology and Equipment Upgrade Fund	\$1.50 per mile

Attach a list of any other specific charges proposed.

Medicare

Do you accept Medicare assignment? _____ Yes _____ No
 Definition: Reference: HCFA – 460 form

Medicare Participating Physician or Supplier Agreement

Meaning of Assignment - For purposes of this proposal, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.

Date

Responding organization

By: Signature (authorized representative)

Name (printed)

Title

Typical Patient Charge Scenarios

Proposer	
----------	--

Charges are to be based on the rate schedule submitted in this proposal. If an item is included in the base rate, or if there is no charge for an item, indicate this on the form. Identify additional specific charges (e.g., charges to perform any of the identified skills) or routine charges (e.g., infection control charge) in the blanks provided. The total shall reflect all specific and routine charges that a patient in this type of scenario would be billed.

SCENARIO #1: A 62-year-old male is complaining of chest pain. This call occurs at 02:00 in the morning and the patient's home is 20 miles from the receiving hospital.

Total	\$
Base rate	\$
22 miles transport	\$
Oxygen	\$

SCENARIO #2: A 33-year-old unconscious diabetic is treated with glucose and shortly thereafter refuses treatment signing out AMA. Field personnel spends 45 minutes on this call prior to clearing.

Total	\$
Base rate	\$
Miles	\$
Oxygen	\$
Treat No-Transport	\$

EXHIBIT 13 – PROPOSED OPERATING AND START-UP BUDGET

Proposer: _____

	<i>Start-Up</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
REVENUES				
Private payments				
Medicare				
Other third-party payments				
Other (describe)				
Total Revenues				
EXPENSES				
<i>Personnel</i>				
Paramedic wages				
Paramedic benefits				
EMT wages				
EMT benefits				
Other personnel wages				
Other personnel benefits				
Other (describe)				
Subtotal personnel				
<i>Vehicles</i>				
Fuel				
Repairs & maintenance				
Equipment lease				
Other (describe)				
Subtotal vehicles				
<i>Medical equipment & supplies</i>				
Supplies				
Equipment lease				
Repairs & maintenance				
Other (describe)				
Subtotal medical equipment & supplies				
<i>Facilities</i>				
Rent/Lease				
Property				
Taxes				
Insurance				

Utilities
Other (describe)
Subtotal facilities

Total Expenses
NET INCOME (LOSS)

Basis for Revenue Projections

	<i>Annual # of Transports</i>	<i>%</i>	<i>Average Payment per Transport</i>	<i>Annual Revenue</i>
Source of Payment:				
Private				
Medi-Cal				
Medicare				
Other (describe)				
No payment				
Total		100%		

EXHIBIT 14 – ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

EXHIBIT 15 – DEFINITIONS

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

ALS Unit – An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT and one EMT-P.

Ambulance – Any vehicle specially constructed, modified, or equipped and used for transporting sick, injured, infirmed, or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Ordinance - Napa County Ambulance Ordinance can be reviewed by going to:

https://library.municode.com/ca/napa_county/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.70_AM

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

Ambulance Zone - A geographic area, defined as the North Zone, South Zone, or East Zone, that has been designated as an Exclusive Operating Area by the Napa County Board of Supervisors for all Ambulance Services pursuant to a competitive bid process.

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.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

Authorized EMS Dispatch Center - The Authorized Emergency Medical Services (EMS) Dispatch Center, within Napa County, authorized for the dispatch of ambulance services by the Agency. Napa Central Dispatch Center is the current EOA Providers emergency ambulance dispatch center.

AVL – Automatic vehicle locator.

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

Basic Life Support (BLS) – Health and Safety Code Section 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.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

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 Reception – The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization – A process in which service requests are prioritized based on predefined and audited criteria.

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

CARES - The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed 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.

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 Napa County, acting as the EMS Agency, and Contractor awarded pursuant 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 EMS Agency, Napa County or Napa 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 Napa County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County - Napa County

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 that 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 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 Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call, and resource priority, and pre-arrival instruction.

EMS Agency – Napa County Emergency Medical Services Agency

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 on-line medical control.

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 Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued according to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Enroute – The elapsed time from unit alert to unit enroute. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Exclusive Operating Area (EOA) – means 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 emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder – BLS and ALS Fire departments in Napa County.

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 (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, the standard is most commonly used. When a 90th percentile response time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

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.

Inter-Facility Transports (IFT) – Ambulance transports between healthcare facilities, typically non-emergency following EMS Agency Policy.

Key Employee - Employees of the Contractor jointly identified by the EMS Agency and the Contractor as possessing unique skill and experience that was a material consideration in EMS Agency's decision to award a contract.

LEMSA – Local EMS Agency

LIFENET - The LIFENET® System is a comprehensive cloud-based platform that helps teams work more efficiently. Share critical patient data to help care teams reduce time-to-treatment for STEMI patients. Request remote cardiology consult through the dedicated LIFENET Consult application. Rapidly distribute post-event review data to crews immediately after a code. Manage LIFEPAK device software and configuration fleet-wide from a single website. The LIFENET System provides innovative tools to help teams work as efficiently as possible.

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 event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be overwhelmed, including delays in treatment of patients with relatively minor injuries or illnesses.

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

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

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

Mutual Aid/Mutual Assistance – shall refer to 1) responses into the Napa County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the Napa County EOA for the purpose of assisting the ground transport provider in an adjacent service area.

EMS Agency - Napa County Emergency Medical Services Agency

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 is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of a paved roadway or closed gate.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also, known as an EMT-P.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" maybe 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.

Priority Dispatching – A structured method of prioritizing requests for an ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Priority 1 Call – A potentially Life-Threatening Emergency Response

Priority 2 Call – A non-Life-Threatening Emergency Response

Priority 3 Call – A non-Emergency Response

Priority 4 Call – A non-Emergency Interfacility ALS Transport

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit- hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

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. PRC 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 place automatic external defibrillators throughout communities.

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

Quick Response Vehicle (QRV) – A QRV is an authorized emergency non transport vehicle equipped at the ALS level.

ReddiNet - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

Release at Scene (RAS) – 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 the complete 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.

Unusual System Overload - Means 200 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

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.