State of Hawaii Department of Health Emergency Medical Services & Injury Prevention System Branch

Request for Proposals

RFP No. HTH-730-2-24 Comprehensive 911 Ground Ambulance Emergency Medical Services for County of Maui

April 12, 2024

Note: It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

April 12, 2024

NOTICE OF REQUEST FOR PROPOSALS

COMPREHENSIVE 911 GROUND AMBULANCE EMERGENCY MEDICAL SERVICES FOR COUNTY OF MAUI RFP No. HTH-730-2-24

The Hawaii State Department of Health Emergency Medical Services & Injury Prevention System Branch (hereinafter referred to as "DOH") is soliciting proposals from experienced and qualified emergency medical service (EMS) providers (hereinafter referred to as the "Provider" or "Applicant" depending on context) to provide comprehensive ground emergency medical services for residents and visitors of the County of Maui. The contract term will be for a four-year period beginning January 1, 2025, through December 31, 2028. The contract may be extended for a period not to exceed a total of six (6) years. The extension option shall be exercised only if the Provider is successful in meeting all terms and conditions in the agreement and approval is granted by the DOH.

Each Applicant responding to this Request for Proposal (RFP) must submit a written proposal setting forth the Applicant's qualifications and plans for meeting or exceeding the performance expectations for the entire comprehensive service area. Proposals must be organized to address each requirement in an easy-to-follow format.

Proposals that are mailed in shall be postmarked by the United States Postal Service on or before May 13, 2024, and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:30 P.M., Hawaii Standard Time (HST), on May 13, 2024, at the drop-off sites designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

An orientation session for applicants will be held on April 17, 2024 at 10:30 P.M. HST, at the Maui Department of Health office. Address: 54 South High Street, #301 Wailuku, HI. 96793.

Inquiries regarding this RFP should be directed to the RFP Contact Person:

Mr. Robert Lau Hawaii State Department of Health Emergency Medical Services & Injury Prevention System Branch Leahi Hospital, Trotter Building Basement 3675 Kilauea Avenue Honolulu, Hawaii 96816 Telephone: 808-202-2088 Email: rlau@doh.hawaii.gov

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: Five (5) Hard Copies and one (1) Electronic (USB) Copy

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN May 13, 2024 and received by the state purchasing agency no later than 10 days from the submittal deadline.

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST)**, May 13, 2024. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 P.M., May 13, 2024.

Mail-in (USPS)

Hawaii State Department of Health Emergency Medical Services & Injury Prevention System Branch Leahi Hospital, Trotter Building Basement 3675 Kilauea Avenue Honolulu, Hawaii 96816

DOH RFP Coordinator

Robert Lau Ph: (808) 202-2088 Email: rlau@doh.hawaii.gov

Drop-off Site (Hand Deliveries and Private Mail Service)

Hawaii State Department of Health Emergency Medical Services & Injury Prevention System Branch 3650 Maunalei Avenue Honolulu, Hawaii 96816

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Section 1

Administrative Overview

Section 1 Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar to other RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to be knowledgeable and meet the requirements of this RFP.

1.1 Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing Request for Proposals (RFP)	April 12, 2024
Distribution of RFP	April 12, 2024-May 13, 2024
RFP orientation session	April 17, 2024 10:30AM HST
Closing date for submission of written questions for written responses	April 22, 2024 4:00PM HST
State purchasing agency's response to applicants' written questions	April 29, 2024
Discussions with applicant prior to proposal submittal deadline (optional)	TBD
Proposal submittal deadline	May 13, 2024 4:30PM HST
Discussions with applicant after proposal submittal deadline (optional)	TBD
Proposal evaluation period	May 14, 2024 – May 24, 2024
Provider selection	Late-May 2024
Notice of statement of findings and decision	Late-May 2024
Contract start date	January 1, 2025

1.2 Website Reference

	Item	Website
1	Procurement of Health and Human Services	https://spo.hawaii.gov/for-vendors/vendor-guide/methods-of- procurement/health-human-services/competitive-purchase-of- services-procurement-method/
2	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov Click on the "References" tab.
3	General Conditions, AG-103F13	https://spo.hawaii.gov/wp-content/uploads/2014/02/103D- General-Conditions.pdf
4	Forms	http://spo.hawaii.gov Click on the "Forms" tab.
5	Cost Principles	http://spo.hawaii.gov Search: Keywords "Cost Principles"
6	Protest Forms/Procedures	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for- health-and-human-services/
7	Hawaii Compliance Express (HCE)	http://spo.hawaii.gov/hce/
8	Hawaii Revised Statutes	http://capitol.hawaii.gov/hrscurrent
9	Department of Taxation	http://tax.hawaii.gov
10	Department of Labor and Industrial Relations	http://labor.hawaii.gov
11	Department of Commerce and Consumer Affairs, Business Registration	http://cca.hawaii.gov click "Business Registration"
12	Campaign Spending Commission	http://ags.hawaii.gov/campaign/
13	Internal Revenue Service	http://www.irs.gov/

(Please note: website addresses may change from time to time. If a state link is not active, try the State of Hawaii website at http://hawaii.gov)

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its Administrative Rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

1.4 RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides applicants with an overview of the procurement process.

Section 2, Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments: Provides applicants with information and forms necessary to complete the application.

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contract resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing Applicant performance. The Contracting Office is:

Hawaii State Department of Health Emergency Medical Services & Injury Prevention System Branch Leahi Hospital, Trotter Building Basement 3675 Kilauea Avenue Honolulu, Hawaii 96816 Phone: (808) 202-2088 Email: <u>emsipsb@doh.hawaii.gov</u>

1.6 RFP Contact Person

From the release date of this RFP until the selection of the ambulance service provider, any inquiries and requests shall be directed to the sole point-of-contact identified below.

Mr. Robert Lau Phone: (808) 202-2088 Email: <u>rlau@doh.hawaii.gov</u>

1.7 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date:	April 17, 2024	Time:	10:30AM HST		
Location:	Maui Department of Health				
	(54 South High Street #301, Wailuku, HI 96793)				

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the Section 1.8, Submission of Questions.

1.8 Submission of Questions

Applicants may submit questions to the RFP point-of-contact identified in Section 1.6, RFP Contact Person. Written questions should be received by the date and time specified in Section 1.1, Procurement Timetable. The purchasing agency will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

Date: April 22, 2024 Time: 4:00PM HST

State agency responses to applicant written questions will be provided by:

Date: April 29, 2024

1.9 Submission of Proposals

- A. Forms/Formats. Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in Section 1.2, Website Reference. Refer to Section 5, Proposal Application Checklist for the location of program specific forms. Faxed proposals and/or proposals submitted by other electronic means is not permitted. See HAR § 3-143-504.
 - 1. **Proposal Application Identification (Form SPOH-200).** Provides applicant proposal identification.

- 2. **Proposal Application Checklist**. The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.
- 3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Sample Proposal Table of Contents. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
- 4. **Proposal Application.** Applicants shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget.
- B. **Program Specific Requirements**. Program specific requirements are included in Sections 2, Service Specifications and Section 3, Proposal Application Instructions.
- C. **Multiple or Alternate Proposals**. Multiple or alternate proposals will not be accepted in response to this RFP.
- D. **Provider Compliance**. Applicants shall comply with all laws governing entities doing business in the State.
 - Tax Clearance. Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.
 - 2. Labor Law Compliance. Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.
 - 3. **Business Registration. Prior to contracting, owners of all forms of business** doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Applicants may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date and is accepted for both contracting and final payment purposes. Refer to Section 1.2, Website Reference, for HCE's website address.

Applicants not utilizing HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the Applicants. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

- E. Wages Law Compliance. If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of Applicants performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.
- F. **Campaign Contributions by State and County Contractors**. HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.
- G. **Confidential Information**. If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

H. **Proposal Submittal.** All proposals shall be hand delivered and received by the State purchasing agency by the date and time designated on the Proposal Submission and Delivery Information Sheet, or as amended. Proposals shall be rejected when received after the designated date and time.

The number of copies required is located on the Submission and Delivery Information Sheet.

I. **No Commitment**. Neither submission of a proposal nor the DOH's receipt of proposal materials confer any right to the Applicant nor any obligation on the DOH. This RFP does not commit the DOH to award a contract, nor will the DOH defray any costs incurred in preparing proposals or participating in any presentations or negotiation.

1.10 Discuss with Applicants

- A. **Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.
- B. After Proposal Submittal Deadline. DOH may conduct discussions with applicants whose proposals are determined to be reasonably susceptible of being selected for award,

but proposals may be accepted without discussions, in accordance with HAR §3-143-403. After the RFP is issued and until the contract is awarded, no applicant shall contact DOH regarding the procurement except as provided for in the RFP or otherwise communicated by the Procurement Officer. **The Provider will be responsible for its own expenses to attend discussions.**

1.11 Opening of Proposals

Upon the state purchasing agency's receipt of a proposal at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.12 Additional Materials and Documentation

Upon request from the state purchasing agency, each applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the submittal deadline.

1.14 Final Revised Proposals

Final Revised Proposals will not be accepted.

1.15 Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

1.17 Provider Participation in Planning

Provider(s), awarded a contract resulting from this RFP,

are required

are not required

to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals, if conducted in accordance with HAR §3-142-202 and §3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

As determined by DOH, a proposal may be rejected for any one or more of the following reasons:

- Rejection for failure to cooperate or deal in good faith (HAR §3-141-201)
- Rejection for inadequate accounting system (HAR §3-141-202)
- Late proposals (HAR §3-143-603)
- Inadequate response to request for proposals (HAR §3-143-609)
- Proposal not responsive (HAR §3-143-610(a)(1))
- Applicant not responsible (HAR §3-143-610(a)(2))

Proposals whose **BUDGET EXCEEDS** the contract amount specified in Section 2.1.F.2 shall be considered non-responsive and will be **REJECTED**.

DOH shall notify the applicant of their rejected application and include the reason(s) for rejection.

1.19 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

The DOH may require the Provider selected to participate in negotiations. This may include cost, technical, or other clarifications needed for contract award.

Contract Discussions

After selection, discussions may be conducted with the selected Applicant. Discussions, if held, shall be within the Scope of Work in the RFP. The contract discussions will take place at the EMSIPSB office or via virtual meeting. Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to

form, and to all further approvals, including the approval of the Governor, approvals required by statute, regulation, rule, order, or other directive. DOH will notify the Provider of the official commencement notice to proceed, and contract start date for the four year period with possible 24-month extension. No work is to be performed prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. Refer to Section 1.2, Website Reference for website address. Only the following matters may be protested:

- A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes.
- A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes.
- A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency. Hand deliveries must be sent to the business address provided.

Head of State Purchasing Agency	Procurement Officer
Name: Kenneth Fink, M.D.	Name: Mr. Robert Lau
Title: Director, Department of Health	Title: Data Manager
Mailing Address:	Mailing Address:
P.O. Box 3378 Honolulu, Hawaii 96801-3378	Leahi Hospital, Trotter Building Basement 3675 Kilauea Avenue
Business Address: 1250 Punchbowl Street	Honolulu, Hawaii 96816 Business Address: 3650 Maunalei Avenue

1.21 Availability of Funds

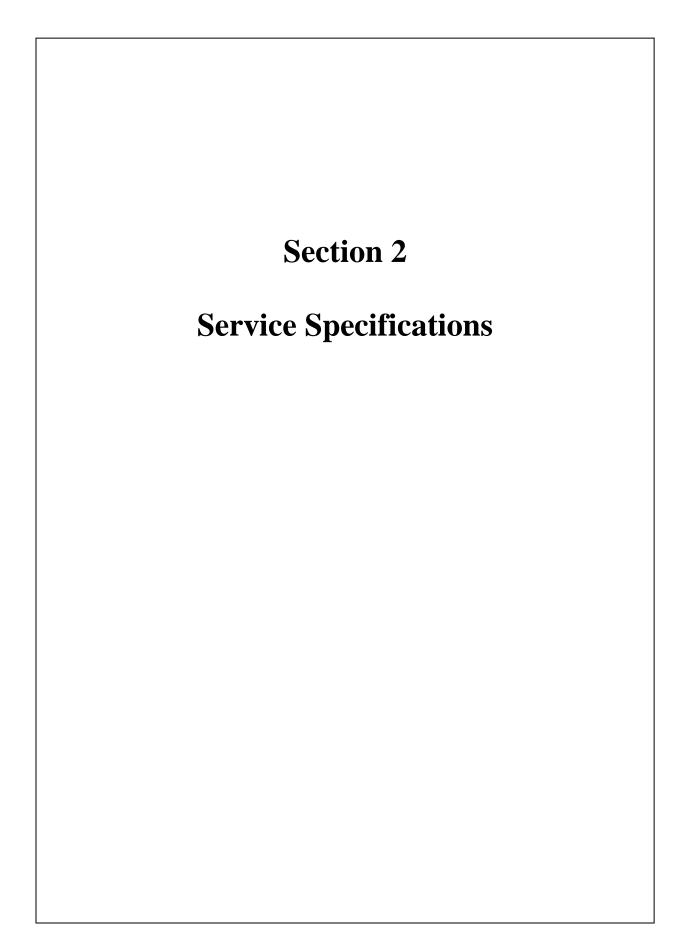
The award of a contract and any allowed extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles as outlined on the SPO website. Refer to Section 1.2, Website Reference for website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.



Section 2 Service Specifications

2.1 Introduction

A. Overview, purpose, and need

The State of Hawaii Department of Health (DOH), through its Emergency Medical Services & Injury Prevention System Branch (EMSIPSB), seeks a qualified Applicant to provide Advanced Life Support (ALS) 911 emergency ground ambulance services for the County of Maui in accordance with county, state, and federal laws, including Hawaii Administrative Rules, Title 11, Chapter 72, "State Comprehensive Emergency Services System" (HAR Chapter 11-72); and Section 321, Section 453, Hawaii Revised Statues "HRS", as they pertain in whole or in part to emergency ground ambulance services (see Section 5, Attachment C).

B. Planning activities conducted in preparation for this RFP

A Request for Information (RFI) was conducted from December 1, 2023 through December 15, 2023, to provide the community and interested parties an opportunity to pose questions and offer input regarding the services solicited through this RFP. A community RFI meeting was held at the Maui District Health Office on Wednesday, December 13, 2023, with the option to join via video conference. Six (6) people attended in person and 33 people joined virtually.

C. Description of the service goals

DOH seeks to ensure that reliable, high-quality prehospital emergency medical care and ground transport services are provided on an uninterrupted basis. The Provider shall be responsible for the management and operation of the 911 emergency ground ambulance services for the County of Maui, twenty-four (24) hours a day, seven (7) days a week.

D. Description of the target population to be served

The County of Maui Emergency Medical Services System services an estimated de-facto population of 220,256 (Hawaii State Department of Business, Economic Development & Tourism, 2022). The communities are rural and suburban, with Kahului serving as the County's business and county government center. In 2022, Maui County had approximately 2.97 million visitors. An estimated 15.4% of individuals were 65 years or older in 2022.

E. Geographic coverage of service

Maui EMS Call Volume						
Year	2018	2019	2020	2021	2022	2023
Total Calls	19,940	20,519	15,856	18,943	21,062	19,842
Transported	11,266	11,687	9,089	10,468	12,461	11,524
Treat, No Transport	4,771	4,814	3,883	4,581	4,518	4,198
Canceled	3,636	3,690	2,606	3,615	3,709	3,857

1. Historical Call Volume:

2. Current Coverage Areas:

The County of Maui consists of three primary islands: Maui, Molokai, and Lanai. A fourth island, Kahoolawe, is uninhabited but occasionally has visitors. The current model has eight (8) 911 ground ambulance units and one (1) rapid response unit on Maui Island, one (1) ground ambulance unit on Molokai*, and one (1) ground ambulance on Lanai.

*The Provider will be required to add an additional ambulance unit on Molokai.

Three (3) primary hospitals in the County of Maui are designated by the DOH as emergency patient receiving facilities; Maui Memorial Medical Center located on the island of Maui in Wailuku and the only Level III trauma center for the county; Molokai General Hospital in Kaunakakai, Molokai; and Lanai Community Hospital in Lanai City, Lanai.

See Section 5, Attachment D for current ambulance station map and county primary hospitals.

- F. Probable funding amounts, source, and period of availability
 - 1. State funds are the source of funding for the services solicited in this RFP. Funding for this service is subject to appropriation, budget execution policies, and availability of funding.
 - 2. The budgeted contract amount available to provide emergency ambulance service twenty-four (24) hours per day, seven (7) days per week in the County of Maui, shall not exceed eighteen million, six hundred fifty three thousand, one hundred fifty nine dollars and thirty cents (\$18,653,159.30) per year. This contract is anticipated to begin on January 1, 2025. Proposals should include a detailed timeline and clear rationale for any request to extend the startup time.

3. Contract budget price may be adjusted by the State to meet United Public Worker's Unit 10 collective bargaining annual negotiated rates.

2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- Performance and Compliance
- Output/Outcome Measures
- Quality of Care/Quality of Services
- Financial Management

Contract monitoring may include site visits to review files pertinent to services in the contract, accounting practices, and ambulance report forms. Reports will be required throughout the contract period, including but not limited to those listed in Section 5, Attachment J. The DOH reserves the right to audit or hire a third-party auditor for all reporting requirements.

2.3 General Requirements

- A. Specific qualifications or requirements, including but not limited to licensure or accreditation:
 - 1. Prior to the contract commencement, the Provider must obtain a State of Hawaii Ambulance Service License issued by the DOH for ground ambulances.
 - 2. The Provider shall have the administrative infrastructure to implement and manage a successful ground ambulance service as outlined in this RFP.
 - 3. Provider's proposal and submittals shall demonstrate an established financial, accounting, personnel, and management information system.
 - 4. The Provider shall have a written plan for disaster preparedness and response, conduct disaster drills as needed to assure readiness, engage with government and/or community partners as appropriate, and periodically update plans to ensure continued viability.
 - 5. In the event of a disaster, the Provider may be requested to provide mutual aid to other counties.
 - 6. The Provider shall cooperate with DOH in approved research, training, and service projects provided that such projects do not substantially interfere with the Provider's service requirements outlined in this RFP.
 - 7. The Provider shall comply with all federal, state, and county laws as well as protocols for EMTs/Paramedics. This includes any applicable policies developed in the future.

- 8. The Provider shall submit Continuous Quality Improvement reports, operational expenditure reports, and other fiscal or operational reports as required by the DOH or as requested. Invoices will not be processed for payment without supporting documents from the Provider.
- 9. A copy of the Provider's operating policies and procedures shall be maintained and made available to DOH upon request or when updated.
- 10. The Provider shall have a clear system in place to accurately and efficiently communicate changes in system policies, procedures, protocols, or precautions to EMS personnel.
- 11. The Provider shall assign staff to attend DOH meetings as scheduled. Virtual options may be available, however, inter-island travel expenses to attend inperson meetings shall be borne by the Provider.
- 12. The Provider shall adhere to the standards and agreements that make up the current Maui County Paramedic Association collective bargaining agreement.
- 13. To ensure continuity of service with experienced personnel, the awardee will give preferential consideration to retain or hire, as applicable, the current workforce that are in good standing.
- 14. Should the Provider develop partnerships and/or subcontracts for ALS ambulance services within the Service Area, the Provider's subcontractors must comply with all qualifications, terms, and conditions set forth in the RFP. The Provider remains solely responsible for the performance of its obligations and must assume full responsibility for acts and omissions of its subcontractors.
- 15. If the Provider materially fails to comply with terms and conditions of the contract, DOH may, as appropriate under the circumstances:
 - a) Temporarily withhold payments pending correction within three (3) months of a deficiency or a non-submission of a report by a Provider.
 - b) Disallow all or part of the cost.
- B. Secondary purchaser participation

(Refer to HAR §3-143-608)

<u>After-the-fact secondary purchases</u> will **NOT** be allowed without prior approval from DOH.

Planned secondary purchases NONE

C. Multiple or alternate proposals are:

	(Refer to HAR §3-143-	-605)	
	Allowed	Unallowed	1
D.	Single or multiple contracts	to be awarded:	
	(Refer to HAR §3-143-	-206)	
	Single	Multiple	Single & Multiple
	Criteria for multiple aw	vards:	
E.	Single or multi-term contract	ts to be awarded	d check one
	(Refer to HAR §3-149-	-302)	
	Single term (2 years	s or less)	Multi-term (more than 2 years)

Contract terms:

The initial contract term to be awarded would be fixed for four years beginning from 12:00 a.m. January 1, 2025 and ending at 11:59 p.m. on December 31, 2028. The contract may be extended for a period not to exceed a total of six (6) years. The extension option shall be exercised only if the Provider is successful in meeting all terms and conditions in the agreement and approval is granted by the DOH.

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Field Service Activities

- 1. The Provider shall be responsible for providing all ALS 911 ground ambulance service, including, but not limited to the following:
 - a) Be equipped and staffed to operate at the ALS level, on all 911 emergency calls.
 - b) Utilize the State's designated 911 dispatch center.
 - c) Provide ground ambulance transport.
 - d) As necessary, provide emergent interfacility ground transports, including but not limited to, transporting patients to and from the nearest airport or helipad for aeromedical transport service.
 - e) Participate in developing and implementing DOH's community paramedic initiatives.

- 2. The scope of this contract does not include the provision of:
 - a) Non-emergent interfacility patient transports.
 - b) Aeromedical transport services.
- 3. Clinical performance must be consistent with the current approved State Standing Orders (See Section 5, Attachment F) and State of Hawaii scope of practice.
- 4. Upon transfer of care from ambulance to receiving facility or aeromedical service provider, the following minimum information must be transmitted electronically or in written form:
 - a) Patient demographics.
 - b) History and exam findings.
 - c) Vital signs.
 - d) Treatment provided and patient response.

B. District and Ambulance Service Operations

- 1. The Provider shall provide continuous 911 ALS emergency ground ambulance services twenty-four (24) hours per day, seven (7) days per week in the County of Maui, during the contract period.
- 2. All response units shall be in compliance according to RFP specifications at the the start of the contract period. If unable to be in compliance at the start of the contract, Provider must have a plan on how they will achieve compliance within the first year of the contract.
- 3. The Provider shall categorize and utilize its ambulance fleet within three (3) distinct categories: Primary, Backup, and Other.
 - a) Primary category: The Provider may operate used ambulances but the engines in these ambulances must not have been in service for more than seven (7) years or have more than two hundred fifty thousand (250,000) recorded miles, whichever comes first, from the date it was initially placed in service. Additionally, these ambulances must be approved by the DOH and undergo annual inspections.
 - b) Backup category: The Provider may operate used ambulances as stated in the Primary category and may include ambulances that exceed the stated mileage and age provision with a licensed mechanic's certification and DOH written approval.

- c) Other category: Ambulances designated for parts or disposal.
- 4. The minimum number of ALS ambulance units operating per island shall be as follows:
 - a) Maui Eight (8) ALS ambulance units, (1) ALS rapid response unit
 - b) Molokai Two (2) ALS ambulance units.
 - c) Lanai One (1) ALS ambulance unit.
- 5. On each island in Maui County, the Provider shall assign at least one (1) primary ambulance to each of the ten (10) districts. A second ambulance unit shall be assigned to the Molokai district. Geographic boundaries can be found in Section 5, Attachment E of this RFP.
- 6. The rapid response units must be staffed by at least one (1) paramedic for the purpose of rendering ALS care.
- 7. The Provider shall designate unit locations approved by DOH prior to the contract start date. Documentation shall become part of the Provider's Standard Operating Procedure Manual.
- 8. The Provider shall have at a minimum three (3) backup ambulances for the island of Maui (one of which shall be designated for the Hana District), one (1) for the island of Molokai, and one (1) for the island of Lanai.
- 9. Each primary and backup ambulance shall be approved by DOH before being placed in service. Each primary ambulance shall be fully equipped, stocked, and in operating condition to provide ALS services pursuant to HAR 11-72-55. If a primary ambulance becomes inoperable due to mechanical or any other reason, a backup ambulance shall be made immediately available for the ambulance crew to operate until the primary ambulance is fixed. The crew shall transfer ALS equipment and medications to the backup ambulance to continue service pursuant to HAR 11-72-55.
- 10. The Provider shall track Unit Utilization Hours by time of day and day of week, and submit a monthly report on the 15th day of the month for the prior month.
- 11. Provider must have a plan to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other surge events such as disasters, large fires, a pandemic or high flu season.
- 12. Provider must have the workforce necessary to fully staff vehicles identified in the deployment plans.
- 13. Each ambulance and on-duty crew shall remain within its assigned ambulance district until clearance or directions to proceed have been received from the

dispatch center. Upon receipt of a dispatched assignment, the ambulance and crew assigned to the call shall immediately proceed as directed and respond back to the contracted dispatch center within two (2) minutes.

- 14. During each assignment, the ambulance crew shall notify the contracted dispatch center of the following times by radio communication:
 - a) When en route to the dispatched location.
 - b) When it arrives at the scene of the dispatched location.
 - c) When it departs the scene of the dispatched location.
 - d) When it arrives at the patient's destination medical center.
 - e) When the unit has completed its assignment and is available for new dispatches.
 - f) When it departs the destination medical center.

C. Management Requirements (Minimum and/or mandatory requirements to be maintained throughout the contract period)

1. Personnel

The Provider must have dedicated management and supervisory personnel to manage all aspects of ambulance service including administration, operations, EMS training, clinical quality improvement, community outreach, record keeping, and field supervision. Field supervision shall be provided continuously 24 hours a day, seven (7) days a week during the contract period. The Provider shall make a current organizational chart available as requested by DOH.

The Provider must have a plan to continuously fulfill each of the required personnel roles described below.

a) Key Employees

The following positions are considered Key Employees:

- Operations Manager
- Fiscal Supervisor
- Medical Director

Key employees shall be readily available to DOH. This includes attention to urgent issues, phone calls and unscheduled work that may be outside of traditional working hours. DOH reserves the right to call regular, required meetings with key employees, as well as unscheduled visits.

The Provider shall give written notice to DOH in the event of any removal or replacement of key personnel assigned to work under the contract within five (5) business days.

- i. Operations Manager
- ii. There shall be at least one (1) on-site EMS operations manager who shall direct and supervise all ambulance service operations, employee's field performance, information gathering, and other work required under this RFP. This individual will be the primary point of contact for DOH to assure that contract requirements are met. This manager shall have at least three (3) years of experience managing an ALS emergency ambulance service of comparable size and scope to the operation specified. The operations manager must reside in the service county.
- iii. Fiscal Supervisor

The fiscal supervisor is responsible for all aspects of the invoicing and substantiation of cost reporting to meet all contract requirements.

iv. EMS Medical Director

In accordance with Title 16, Chapter 85, HAR, the Provider shall provide a physician who performs medical quality oversight of the emergency ambulance services. The Medical Director shall hold a valid license to practice medicine in the State of Hawaii in accordance with the State's Hawaii Administrative Rules, Title 16, Chapter 85, "Medical Examiners" (Chapter 16-85) and Chapter 453, HRS. This physician shall have at least three (3) years of experience practicing emergency medicine and be Board Certified in Emergency Medicine. The EMS Medical Director's duties shall include, but not be limited to, regular review and evaluation of providers' clinical performance and adherence to standard operating policies and procedures related to patient care including Standing Orders, transportation guidelines, and procedures for controlled substances that are or were approved and current during the time of care delivery. The Medical Director is responsible for the clinical care provided, conducts case reviews, and oversees quality assurance activities and the Provider's continuous quality improvement program. This individual shall work in close collaboration with the State DOH District Medical Director for Maui County, who provides oversight at the state level and the Provider's Medical Director also provides input to the DOH clinical standards. The Provider's Medical Director must reside within the State of Hawaii and preferably within the service county.

b) Ambulance/Field Personnel

The Provider must ensure employment of adequate numbers of licensed prehospital medical personnel to provide continuous services while maintaining a reasonable schedule that does not compromise worker health and patient safety. Ambulance personnel must be licensed in the State of Hawaii according to Chapter 16-85, subchapter 7, Certification of Emergency Medical Service Personnel, and Section 453-32, HRS. The Provider shall require its paramedics and EMTs to meet continuing education hours as directed by state licensing requirements.

- i. Each ambulance unit shall be staffed at the ALS level with at least one (1) paramedic and one (1) other crew member who is an EMT, AEMT, or paramedic.
- ii. The Provider shall schedule ambulance field personnel to provide care in shifts based on average unit volume. Those units with higher volumes may warrant shorter shifts while those with lower utilization may have longer shifts.
- iii. The Provider shall minimize overtime and ensure sufficient rest to provide for safety in the work environment.
- iv. Except under declared County or State emergencies, field personnel shall not be on duty more than three (3) consecutive, continuous backto-back shifts and shall not be on duty more than seven (7) consecutive workdays without at least one (1) day (twenty-four (24) hour period) completely off. Field personnel who also work in dispatch shall have shifts in dispatch count toward the consecutive shift/workday limitation.

Consecutive shift/workday limitations apply to shifts both with the Provider and any additional or outside employment to ensure safety of personnel and patients.

- v. DOH must approve the Provider's staffing plan for ambulance personnel and be notified of any significant changes to the plan within five (5) business days. Position vacancies shall be reported to DOH monthly.
- c) Other Required Job Functions (multiple functions can be performed by the same individual)
 - i. Quality Assurance Coordinator

The Provider shall designate one (1) EMS Quality Assurance (QA) Coordinator who will be responsible for quality assurance activities. This individual will be responsible for planning, developing, implementing, facilitating, and evaluating a quality improvement program and shall have at least three (3) years of experience in emergency medical services. The QA Coordinator must have leadership/supervisory experience and needs to work closely with the agency medical director, as well as be able to review charts and evaluate the Provider's overall clinical performance.

ii. Injury Prevention Specialist

The Provider shall designate at least one employee with at least one (1) year of experience in emergency medical services as the Maui EMS Injury Prevention Specialist to integrate injury prevention activities into Provider operations. This individual need not be dedicated solely to this role but assumes the role as part of the individual's existing duties. Some responsibilities include, but are not limited to:

- Planning, developing, implementing, facilitating, and evaluating the program for injury prevention initiatives for prehospital providers.
- Participating in various hospital and community committees and outreach events.
- Participating in DOH injury prevention initiatives.

iii. Information Technology (IT) Coordinator

The Provider shall designate one (1) EMS IT Coordinator who will maintain, update, and integrate IT-related activities in conjunction with DOH and its contractors. The IT Coordinator should follow industry and HIPAA best practices. The IT Coordinator is responsible for ensuring overall technical security, i.e., password protection, deactivation of former employee access, etc. The IT Coordinator must be able to provide a list of active and inactive users at DOH request. The IT Coordinator shall have at least three (3) years of experience in IT user support and workstation configuration.

iv. Disaster Preparedness Coordinator

The Provider shall designate an individual who shall be responsible for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any DOH approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.

v. Pediatric Emergency Care Coordinator (PECC)

The Provider shall designate at least one (1) PECC responsible for ensuring national recommendations for pediatric emergency care are followed. Responsibilities include familiarizing colleagues with pediatric-specific policies and protocols, promoting pediatric quality improvement efforts, and managing pediatric equipment and supplies. The PECC shall have relevant certifications such as EMT, Paramedic, RN, APN, PA, or MD and have some leadership experience. The PECC need not be dedicated solely to this role but rather assumes this role as part of existing duties. This individual will be the primary point of contact for DOH and will work in closely with the State EMS for Children Program Coordinator.

2. Training and Continuing Education Program

The Provider shall comply with the minimum training and continuing education requirements identified below:

a) Core Training Requirements:

A comprehensive training/education program is required for all EMS personnel. Such a program shall include, but not be limited to:

- i. Orientation and training plan for Provider's general operating policies and procedures.
- ii. Orientation to the DOH EMS System.
- iii. Customer service and cultural sensitivity.

iv. Continuing education program that includes but is not limited to:

- maintaining skill proficiency
- review of agency protocols
- emergency care best practices
- Any other topics that need to be addressed to meet quality improvement goals or address performance
- v. Joint training sessions for ambulance and fire service first responders are expected. The training program must ensure the integration of training and education with fire service first responders.
- b) Additional Specialty Training Requirements
 - i. Paramedics must comply with State Board of Medical Examiners certification/recertification requirements, paramedic accreditation policies and maintain current valid certifications for the following:
 - Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider

- Prehospital Trauma Life Support or Basic Trauma Life Support Advanced Cardiac Life Support
- Any other applicable certifications required to practice pre-hospital medicine in the state
- ii. EMTs must maintain a current Hawaii state certification in compliance with the State Board of Medical Examiners and any other applicable certifications required to practice pre-hospital medicine in the state.
- c) Training Records

The Provider must maintain a single electronic database system of all training records for each paramedic and EMT to verify the fulfillment of continuing education requirements for recertification pursuant to Title 16, Chapter 85, subchapter 7, HAR, and section 453-32.1 HRS. These records shall include, but not be limited to:

- i. Employee name and position.
- ii. Certification/licensure credentials with dates.
- iii. Any on-going continuing medical education or training required by the Provider's Medical Director, DOH, and/or DOH's Medical Directors with dates.
- iv. These records shall be maintained and made available to DOH upon request.
- d) The Provider is encouraged to promote and support emergency medical services workforce development.
- 3. Administrative
 - a) The Provider must demonstrate consistent, sound administrative practices in accordance with all applicable county, state, and/or federal laws, statutes, regulations, rules, licensing, and accreditation requirements.
 - b) The Provider must adhere to applicable employment and labor laws.
 - c) The Provider shall maintain a current copy of its standard operating procedures (SOP) and ensure availability of the SOPs and policies to all staff.
- 4. Continuous Quality Improvement (CQI) Program
 - a) Clinical Care

- i. The clinical care continuous quality improvement (CQI) program shall measure, maintain, and improve the effectiveness and efficiency of 911 EMS operations and prehospital patient care services.
- ii. The CQI program shall include ongoing review of EMS data to include a focus on provider and agency performance trends.
- iii. Response times must meet or exceed the response time requirements set forth by DOH.
- b) Operations
 - i. The CQI program shall also include efforts to improve efficiency and effectiveness of the Provider's operational activities including, but not limited to, fiscal processes, workforce development, employee recruitment and retention, maintenance of vehicles and equipment, management of supplies.
 - ii. The CQI program must include methods to measure performance and customer service satisfaction, identify areas needing improvement, implement improvement plans, and then evaluate the results.
 - iii. The Provider is required to participate in DOH clinical trials or pilot projects as approved by the DOH.
 - iv. The Provider is required to participate in DOH's quality initiatives, including making available relevant records for program monitoring and evaluation.
- c) Inquiries, Complaints, and Incident Reporting

The Provider will develop a mechanism for internal and external customers to comment on the care provided by the Provider and will provide DOH access to the comments.

- i. The Provider will promptly address comments and follow-up on inquiries and complaints. The Provider shall document and respond within three (3) business days and report findings to DOH.
- ii. The Provider will have an accountability system to account for patient belongings.
- iii. The Provider will cooperate with DOH in the investigation of an incident or unusual occurrence.
- iv. The Provider will complete an incident or unusual occurrence report within 24 hours for personnel involved in an unusual occurrence. The

Provider will immediately notify DOH of potential violations of all federal, state, and local laws and regulations.

- v. The Provider shall submit an annual report of inquiries, complaints, and incidents regarding the service provided to the community and incidents involving the Provider's employees.
- 5. Output and Performance/Outcome Measurements
 - a) DOH will conduct performance measurements and outcome evaluation throughout the term of the contract period.
 - b) Clinical Performance Standards:

It is the Provider's responsibility to be familiar with published clinical performance standards and EMS quality measures from organizations such as National EMS Quality Alliance (NEMSQA) and National Registry Emergency Medical Technicians (NREMT) as well as Hawaii's State Standing Orders.

- i. The Provider shall develop clinical standards and establish performance benchmarks that coincide with national benchmarks and are subject to DOH approval within the first year of the contract. The Provider shall also work collaboratively with DOH to enhance and evolve standards throughout the contract period.
- ii. At minimum the Provider should review outcomes for the following clinical performance standards when identifying and treating ST Elevation Myocardial Infarction (STEMI), Large Vessel Occlusion (LVO) stroke, or conditions requiring the performance of Advanced Airway Procedures. DOH may identify additional outcomes and standards.
- iii. Details on these clinical performance outcome measurements shall be provided in the semi-annual CQI report.
- c) Response Time Standards:

Response time is a key measurement of performance. This measure is the determining factor that drives the placement of the EMS system's resources.

The Maui County service area is divided into ten districts. For response time purposes, districts are categorized and have either rural or urban/rural response time requirements. For each district, 95% of the response times shall meet the respective district's response time standard. See Section 5, Attachment E for district descriptions and district response time standards.

- iv. It is the Provider's sole responsibility to be familiar with the geographic, traffic, and weather considerations in the Service Area comprising this solicitation.
- v. The Provider shall comply with all state, county, and local laws and rules in regard to response times.
- vi. The Provider shall meet the district response times standards listed in this RFP.
- vii. Response time shall be computed from the time the emergency medical services dispatch center notifies the responding vehicle to the time the vehicle arrives at the scene of the emergency (recorded in whole minutes and seconds).
- viii. In all incidents where the crew fails to report their arrival on-scene, the Provider may submit GPS data to confirm on-scene time.
 - ix. Details on response time standards outputs shall be provided in the semi-annual CQI report.

6. Coordination of Services

- a) The Provider shall coordinate services with other emergency responders, public safety agencies and resources in the community relating to the delivery of proposed services. These services can include but are not limited to aeromedical transport, disaster preparedness, emergency response, outreach initiatives, etc.
- b) Provider shall have a Disaster Preparedness/Response plan.
 - i. The Provider shall have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.
 - ii. The Provider shall ensure all EMS personnel, supervisory personnel, and management personnel are adequately trained in Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS). The provider will need to staff Incident Command for as long as deemed necessary by the County.
- 7. Reporting requirements for program and fiscal data
 - a) Electronic Patient Care Reporting Requirement:

- i. The Provider must use the state designated electronic patient care report (ePCR) platform in accordance with HAR 11-72-22. The ePCR platform will be provided by the DOH.
- ii. An ePCR shall be completed for each ambulance response whether or not a patient was transported.
- iii. The Provider, through its SOP and CQI program, shall assure that each ePCR is accurate, complete, and in compliance with the most current DOH-approved version of the ePCR platform and related policies.
- iv. DOH reserves the right to change the required data information, reporting format, and ePCR vendor.
- v. The ePCR should be completed at the time of transfer to the receiving agency. If this is not possible, alternative documentation must be provided and the ePCR must be completed within 24 hours.
- vi. The Provider is responsible for all the collection of patient insurance information for the DOH billing and collection system. Patient charts may be audited on a routine basis.
- vii. If a Computer Aided Dispatch (CAD) system is in place, the Provider must demonstrate ePCR accountability through CAD reconciliation for every medical transport.
- viii. Provider must have a process for hardcopy documentation in the event the ePCR platform is unavailable. A hardcopy version of the ambulance run report is considered the secondary mode for documentation. Except in the case of a major disaster or system outage, the information should continue to be entered into the local version of the ePCR, which can be uploaded once connectivity is restored.
- b) Financial Reporting Requirements:
 - i. The Provider will be required to submit detailed monthly cost worksheets and all original receipts to support the expenses to be reimbursed. Provider's cumulative invoices shall not exceed the approved contract budget amount for the year. The Provider is required to use the monthly cost worksheets provided by DOH, which can be found on the DOH website. See Section 5, Attachment G, EMS Budget and Cost Worksheets Link.
 - Schedule 1 Certification of Expenditures
 - Schedule 2 Monthly Expenditure Summary
 - Schedule 3 Personnel Costs
 - Schedule 4.1 Depreciation Detail (Building & Improvements)

- Schedule 4.2 Depreciation Detail (Equipment)
- Schedule 4.3 Depreciation Detail (Vehicles)
- Schedule 5 General & Administrative Costs Detail
- Schedule 6 Operations Cost Detail
- Schedule 7 Startup Costs
- Schedule 8 Operations Metrics
- ii. If the Provider is requesting a budget adjustment based on United Public Worker's Unit 10 collective bargaining, a budget worksheet showing all percentages and fully documenting each cost index utilized must be created by the provider. If the budget is agreed upon by DOH, it shall become part of the contract.
- iii. The Provider shall maintain and demonstrate accuracy and completeness of accounting files and fiscal records in accordance with Generally Accepted Accounting Principles, accuracy and timeliness of fiscal internal operations, and performance in fiscal and other financially related audits.
- iv. DOH reserves the right to conduct regular financial audits and request for documentation.

D. Facilities, Vehicles, Equipment, and Supplies

The Provider shall provide facilities, utilities, vehicles, equipment and supplies, repairs and maintenance, fuel, and other related ALS supplies and equipment of quantity and type necessary to ensure the availability of twenty-four (24) hours per day, seven (7) days per week uninterrupted emergency ambulance service. The replacement of any loss of assets supplied by the State or Provider shall be borne by the Provider. The Provider shall be responsible for maintaining the minimum requirements for the State of Hawaii automobile insurance (accidents, liability) and vehicle replacement costs.

- 1. Ambulance Station Facilities
 - a) Each ambulance crew, vehicle, and supplies should be housed in a facility with direct access and egress to major roadways and located within each designated ambulance district to optimize and maintain the established standards for response to medical emergencies in accordance with Attachment E of this RFP.
 - b) The Provider shall propose ambulance station locations and its justification as to how each location will best serve the needs of the entire county of Maui. All ambulance station locations shall be approved by the DOH.
 - c) The Provider shall evaluate the effectiveness of station locations annually provide a report to DOH. Relocation of a facility must have DOH's prior

written approval. Station location change requests shall be submitted to DOH with justification for the change.

- d) The Provider shall have an accounting of its facilities including storage lots and business offices demonstrating the adequacy of facilities to meet the services needs of the RFP. The provider shall secure necessary facilities and special equipment that may be required for the services prior to the start of the contract.
- e) The Provider shall provide telephone and internet connection(s) to be used primarily for the provision of the ambulance services and continuing medical education. The Provider shall provide electrical, water, gas, and sewer utilities for all facilities.
- f) The Provider shall provide employees with adequate accommodations at ambulance stations. At a minimum, facilities shall:
 - i. Meet American Disabilities Act (ADA) requirements.
 - ii. Have adequate and comfortable seating to accommodate a complete onduty crew.
 - iii. Have at least one operable toilet, sink, and shower.
 - iv. Have a refrigerator for food and a microwave.
 - v. Have a separate refrigerator for storage of medications only.
 - vi. Adhere to Federal DEA and state NED (narcotics enforcement division) standards for storage of controlled substances.
 - vii. Have high-speed WIFI connection, a desk and task chair, and capability to enable patient care charting and uploading of documents.
 - viii. Have sleeping quarters to accommodate 24-hour personnel.
 - ix. Have washer and dryer if laundering in house.
 - x. Have adequate accommodations to meet the needs of nursing mothers.
 - xi. Comply with HIOSH/OSHA regulations. Provisions for cleaning of equipment in accordance with infection control standards and uniform precautions on handling of bodily fluids must be included in the current SOP manual.
- g) Provider is responsible for paying all costs associated with obtaining and maintaining stations including any building improvements.

2. Vehicles

a) The Provider must take inventory of all vehicles, including supervisor and support vehicles, to be used in the performance of services and maintain a log of the following information:

	Vehicle Inventory Log				
	Date	Vehicle Type	VIN Number	Mileage	
1					
2					
3					

- b) The Provider is responsible for ensuring all vehicles are properly maintained, fueled, equipped and ready to be deployed at all times.
- c) All vehicles must have a functioning GPS/modem tracker designated by DOH.
- d) All licensed ambulances shall be compliant with HAR 11-72-45, Standards of Licensed Ambulance Services and requirements set forth in this RFP.
- e) The Provider shall maintain an operational fleet, on each island, 24-hours per day, 7 days per week, throughout this contract as described in this section.
- f) Vehicle Procurement:
 - i. The Provider is responsible for securing all vehicles.
 - ii. All vehicles must be purchased out right or by a lease to own plan. Any vehicles purchased or leased using state funds shall become state property free and clear of any financial obligation at the end of the contract period. The State will assume the liability for the remaining balance of any lease to own vehicle. The Provider may be required to provide a copy of the title to the vehicle or a copy of the purchase, lease, or other use agreement.
 - iii. All vehicles must be approved and licensed by DOH before deployment.
- g) Vehicle Maintenance Program:

The Provider is responsible for the maintenance of all primary and backup emergency vehicles and shall have a maintenance plan to ensure vehicles' reliability, safety, and longevity.

- i. Provider shall comply with all manufacturer recommendations and conduct routine preventative maintenance and daily inspection checks.
- ii. Provider shall maintain an automated or manual maintenance program record-keeping system that includes dates of inspections and repairs. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
- iii. Only original equipment manufacturer (OEM) parts shall be used for replacement or repairs unless otherwise authorized by the DOH.
- iv. All services must be performed by a licensed auto mechanic and a copy of vehicle service records must be kept for all ambulances and service vehicles. Records must include the brand name, model, and age of vehicles.
- v. Primary ambulances must not be used for more than seven (7) years or exceed a mileage of two hundred fifty thousand (250,000) miles, whichever comes first, from the date they are initially placed in service. If the Provider is unable to replace any primary ambulance before it exceeds its use limits as described in Section 2.4.B, the DOH must be notified immediately to approve continued use. Proof of vehicles on order for replacement may be acceptable.
- h) Driver Safety Program:

The Provider shall implement a Driver Safety Program to ensure the safe operation of all vehicles.

- i. The Provider shall maintain a driver training program for all personnel that are required to staff and drive an ambulance or emergency response vehicle. The program must include ongoing driver training and proactively incorporate protocols or utilize monitoring devices that promote safe driving and/or help to prevent accidents. The driver training program shall consist of:
 - EMS Vehicle Operator Safety (EVOS) courses equivalent to those offered by National Association of Emergency Medical Technicians (NAEMT) and
 - Traffic Incident Management (TIM) courses provided by the Department of Transportation Federal Highway Administration.

- ii. The Provider shall maintain a data base and reporting program that tracks all vehicular incidents and crashes that involve the Provider's ambulance and emergency response vehicles. All vehicular incidents must be reported to DOH within twenty four (24) hours of the incident, regardless of whether there is injury or damage.
- 3. Equipment and Supplies

The Provider shall ensure that all emergency vehicles are equipped and stocked with the required durable equipment and supplies as listed in Section 5, Attachment H of this RFP and any amendments thereof. All equipment and supplies purchased with state funds shall become state property.

- a) Equipment and supplies will be stored in identical locations for similar types of 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. The Provider shall obtain and maintain all required equipment.
- b) The Provider shall provide a detailed listing of operational, medical, and communication equipment that will reside within a Provider's ambulance, including, brand name, age, and expiration dates, as appropriate. Any changes including deletions, additions, replacements, or upgrades to the stated equipment must have DOH written approval prior to procurement or purchase.
- c) All medical equipment shall be in safe working order. The Provider shall be responsible for the complete and proper maintenance of all medical equipment.
- d) The Provider shall maintain sufficient excess quantities of BLS and ALS service supplies for prompt replenishment following each emergency call with provisions to rapidly acquire replacement supplies during repair or/and for times of excessive demand. All maintenance procedures shall follow manufacturer recommendations. See Section 5, Attachment H for Essential Equipment and Supplies for Ground Ambulances.
- e) The Provider must have a supply/equipment inventory tracking and resupply process. The Provider is responsible for the maintenance and replacement cost of equipment and liable for the cost of any equipment lost or stolen during the contract.
- f) The Provider is responsible for maintaining and replacing the portable and mobile radio equipment initially provided by the DOH in each approved ambulance unit. The Provider shall notify the DOH immediately of any communication failure.

g) All equipment, and supplies purchased with state funds or on a lease to own plan shall become state property free and clear of any financial obligation at the conclusion of the contract period.

E. DOH Administrative Services

- 1. DOH shall provide facilities with communication equipment that shall be used only for receiving dispatch and tactical communications for the ambulance services. Replacement due to loss or damage of assets supplied by the State or Provider shall be borne by the Provider. All communications shall be in compliance with all applicable county, state, and federal laws and regulations.
- 2. DOH will contract ambulance dispatch services with the Maui Police Department.
- 3. DOH is responsible for setting the fee schedule, billing, and collection of payment for all 911 ambulance services provided by the Provider.
- 4. DOH is responsible for providing and paying for all software programs and computer hardware systems required for the purpose of creating ePCRs. Additional computers, Wi-Fi, and internet connectivity systems required for administrative purposes shall be the responsibility of the Provider.

F. Evidence of Insurance

Provider shall have Evidence of Insurance/self-insurance or obtain a letter from an Insurance company/underwriter of the specified minimum insurance coverage for the entirety of the contract term. The Provider, agents, representatives, employees, or subcontractors performing the work under this contract must be provided with insurance coverage against any claims for injuries or damages that may arise from or be related to the work or its results. The State of Hawaii shall not be required to indemnify or defend the Provider for any liability arising out of the acts of employees or agents of the Provider.

The Provider shall not commence any work until it obtains, at its own expense, all required minimum insurance herein noted. Such insurance shall be provided by an insurance company authorized by the laws of the State of Hawaii to issue such insurance. Each insurer shall have an A.M Best rating of A-, VII or better. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Provider's responsibility for payment of damages resulting from its operations under this contract, including the Provider's obligation to pay for liquidated damages, nor shall it affect the Provider's separate and independent duty to defend, indemnify and hold the state harmless pursuant to other provision of this contract. If the Provider is self-insured, the Provider shall document its capability to provide similar coverage or assurance of coverage consistent with

the insurance requirements. See Section 5, Attachment I for additional details on required types of insurances and minimum coverage amounts.

2.5 Compensation and Method of Payment

Upon satisfactory performance of contractual obligations, the Provider will be paid for costs incurred up to the allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, Hawaii Revised Statutes, but, not to exceed the total contract amount.

- A. Pricing structure will be based on a Cost Reimbursement method. The cost reimbursement pricing structure reflects a purchase arrangement in which the DOH pays the service provider for budgeted costs that are actually incurred in delivering the services specified in the contract, for each contract year up to the DOH approved budget amount for that year. For the first contract year, the contracted budget amount will be the budgeted amount in the selected Applicant's proposal. For successive years, the contracted budget amount may be adjusted based on United Public Worker's Unit 10 collective bargaining rate adjustments.
- B. The budget amount for a contract year is subject to DOH approval and shall not increase by more than the United Public Worker's Unit 10 collective bargaining rate compared to the previous contract year. A budget shall be completed utilizing the Annual Budget Worksheet and applicable detailed Monthly cost Worksheets provided in the link in Section 5, Attachment G. Provider shall submit a DOH-approved detailed budget no later than thirty (30) days preceding the start date of each budget period. Failure to comply with this deadline may result in the withholding of payments to the service provider. Upon submission of a DOH-approved detailed Budget, the DOH-approved detailed Budget shall become part of the contract.
- C. The Provider shall bill DOH monthly for expenditures incurred for services provided during the billing period. Costs for services shall be in accordance with the costs identified in the Budget. Itemized claims listed on the monthly expenditure report shall be supplemented with respective invoices and receipts to verify purchases. Reimbursements require verification of actual costs and determination of appropriateness and allowability of the reported expenditures. The Provider shall only be reimbursed for costs up to the DOH approved budget for the year.
- D. If an amount of reported expenditures is preliminarily determined by the DOH to be inappropriate and unallowable, the DOH may deduct an equivalent amount from the payable installment and may withhold payment of the amount of monies equivalent to the questioned expenditures until later resolution of the discrepancy by audit or other means. If, after payment of any installment, investigation and examination reveal additional expenditures that are determined by the DOH to be inappropriate and unallowable, the DOH may require that the Provider, notwithstanding the DOH's preliminary determination of appropriateness and allowability, refund an equivalent amount of monies.

- E. Allowable expenses shall be determined in accordance with Cost Principles on Purchase of Health and Human Services, Chapter 103F, HRS. Allowable expenses for necessary travel authorized in advance by the DOH shall be determined in accordance with Chapter 10, titled, "Travel Rules," of Title 3 of the HAR, as administered and interpreted by the Department of Accounting and General Services, State of Hawaii.
- F. For purpose of the contract, the minimum hourly wages are based upon the City & County of Honolulu, United Public Workers, Unit 10, rates for Emergency Medical Services personnel (HRS §103-55).
- G. The DOH shall withhold five percent (5%) of the total contract amount until final settlement of the contract.
- H. If, after final payment of the contract, investigation and examination reveal additional expenditures that are determined by the DOH to be inappropriate and unallowable, the DOH may require that the Provider, notwithstanding the DOH's preliminary determination of appropriateness and allowability, to refund an equivalent amount of monies.

Section 3

Proposal Application Instructions

Section 3 Proposal Application Instructions

General instructions for completing application:

- *Proposal applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right-hand corner of each page should be retained. The instructions for each section may be omitted.
- Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through each section.
- Proposals may be submitted in a three-ring binder (Optional).
- Tabbing of sections (Recommended).
- Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.
- A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.
- Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.
- Submit five (5) hard copies of the proposal on 8 ¹/₂" x 11" paper. Each page, including attachments, must be clearly and consecutively numbered. Submit one (1) electronic copy via USB.
- Applicants shall follow the order of Section 3 of this RFP and respond to all statements and questions from each Section as described. Some only require attestation and others require significant detail.
- The SPOH-200 form can be found in Section 5, Attachment A. This version includes forms specific to this RFP. The SPOH-200 form is also available on the SPO website (Refer to Section 1.2 Website Reference). However, the website version will not include items specific to this RFP. If using the website version, the applicant must include all items listed in this section.

The Proposal Application is comprised of the following sections:

- Proposal Application Identification Form
- Cover Letter
 - Approximately one (1) page in length, signed by an individual authorized to execute legal documents for the Applicant, identifying the materials submitted and stipulating the material submitted is accurate to the best of their knowledge.
- Authorized Contacts
 - Identify the name, title, phone, and email address of the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.

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- Table of Contents
- Program Overview
- Experience and Capability

- Project Staffing and Organization
- Service Delivery
- Financial
- Other

3.1 Program Overview

The Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

3.2 Experience and Capability

- A. Necessary Skills
 - 1. The Applicant shall describe that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.
 - 2. The Applicant shall describe relevent organizational, leadership, and operational skills showing ability to manage ALS ground ambulance for the County of Maui.
 - 3. The Applicant shall demonstrate an understanding of the demographics and geography of the community being served.

B. Experience

- 1. The Applicant shall provide a description of projects/contracts for the past five (5) years that are pertinent to the proposed services.
 - a) Describe a list of projects/contracts over the past 5 years of 911 ambulance services in the United States as a primary provider for areas with populations greater than 100,000. This experience should include suburban and rural areas and can be fulfilled by a subcontractor. The ambulance services provided must be at the ALS level.
 - b) Describe all early contract terminations and financial penalties involving the applicant, applicant's parent organization, and parent organization's sub-organizations regarding contracts for emergency medical services within the past five years. Explain past deficient performance and how these issues will be mitigated in this contract.
- 2. Indicate the number of years the Applicant has been providing ALS services as an emergency ambulance transport provider under the present business name.

3. References:

The Applicant shall identify ten (10) current or most recent clients who can respond to a reference check. These clients may be provided a questionnaire to be completed and returned to the DOH. The questions may include:

Comment/describe the Providers performance in the following areas:

- a) Ambulance response times.
- b) Timeliness of report submission (fiscal reporting and clinical reporting).
- c) Customer satisfaction.
- d) Contract compliance.

3.3 Project Staffing and Organization

- A. Staffing
 - 1. Staff Qualifications:

The Applicant shall provide the position descriptions, minimum qualifications (including experience), and percent FTEs required for each position assigned to the program. Refer to the qualifications in Section 2.4.C of the RFP.

- 2. Proposed Staffing of Emergency Response Vehicles:
 - a) The Applicant shall describe a staffing structure that ensures response times are met or exceeded and units are staffed with appropriately certified and trained personnel.
 - b) Detail the required number of full-time equivalents needed to meet or exceed the requirements of this RFP.
 - c) Detail a plan for staff shortages.
 - d) Detail a plan for workforce development. This should include plans to support training for EMTs to become paramedics.
 - e) Refer to the personnel requirements in Section 2, Service Specifications, as applicable.

Position Title	Full-Time Equivalent

B. Project Organization

1. Standard Operating Procedures (SOP) Manual:

The Applicant shall include a sample SOP Manual and provide a detailed explanation of its usage and maintenance procedures.

2. Supervision and Training:

The Applicant shall describe its ability and approach to supervise, train, otherwise develop workforce, and provide administrative direction relative to the delivery of the proposed services. See Section 2.4.C, Management Requirements for additional details.

3. Organization Chart:

The Applicant shall provide documentation of the position of each staff member and line of responsibility/supervision. Include position title and fulltime equivalency. Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application. Note the key personnel listed in Section 2.4.C. Identify which positions will reside in the County.

3.4 Service Delivery

Applicant shall clearly detail its approach to applicable service activities, district and ambulance service and any additional operations, and management requirements from Section 2.4, Scope of Work. Applicant must include a work plan of all service activities and tasks to be completed, related work assignments/responsibilities, and timelines/schedules.

The Applicant shall address the following items in the work plan:

A. Coordination of Services

The Applicant shall provide its plan to coordinate with other emergency responders, public safety agencies and resources in the community relating to the delivery of the proposed services. Coordination of services includes, but is not limited to, aeromedical transportation, disaster preparedness, emergency response, and outreach initiatives. Applicant should provide examples of how the organization has participated in disaster exercises or actual disasters. Include how the event was evaluated and corrective measures taken to improve future responses. See Section 2.4 for additional details.

- B. Facilities
 - 1. The Applicant shall provide its written plan for station and unit locations in each district to best serve the County of Maui. The Applicant should consider the county data provided in Section 2.1, coordination of services with other entities, the geographic boundaries listed in Section 5, Attachment E, and the current

ambulance station location model illustrated in Section 5, Attachment D. Applicant shall provide justification for each station and unit location.

- 2. Applicant shall describe its facilities (including storage lots and business offices) and vehicles to demonstrate adequacy in relation to the proposed services of this RFP. Also explain how the facilities meet ADA, HIOSH and other requirements, as applicable. See Section 2.4.D for additional facility requirements.
- C. Vehicles

Applicant shall provide its written plan for vehicles including, but not limited to, its method to acquire and inventory all vehicles, document maintenance and repairs, and obtain 24/7 access to fuel. Applicant shall provide a vehicle safety plan and a plan for procurement of additional vehicles, as needed.

D. Equipment and Supplies

Applicant shall provide an inventory list, tracking system, and plan for all equipment and supplies in use for this RFP. Medical supplies and equipment must comply with the list of "Essential Equipment and Supplies for Ground Ambulances" in Section 5, Attachment H and any addendums thereafter. Applicant shall also include any additional, special equipment that may be required for the services.

E. Reporting Requirements

The Applicant shall provide a process for ensuring completion of ePCR and insurance documentation. The Applicant shall also include a process for transitioning care of patients from EMS personnel to the receiving facility, including the transfer of patient belongings and medical records. See Section 2.4 for additional details.

3.5 Continuous Quality Improvement Plan and Performance Outcomes

A. Continuous Quality Improvement (for staff and service)

The Applicant shall describe its plans for quality assurance and continual improvement of the proposed services. In the plan, the Applicant shall include its CQI Program, as described in Section 2.4.C.4, and its methodology for improving key areas of service, including but not limited to, response times, clinical performance and customer service.

B. Output & Performance Measures

The Applicant shall propose a plan to meet or exceed response time standards and measure performance, as described in Section 2.4.C.5.

Because clinical performance is on-going and constantly evolving, the Applicant shall outline how they will keep up with current practices and national guidelines, as well as Hawaii's State Standing Orders. The Applicant shall propose an initial set of clinical performance standards, including method of measuring and achieving them. See Section 2.4.C.5, Management Requirements, for additional details.

3.6 Financial

A. Current Financial State

The Applicant must provide documentation of its financial history and documentation that accurately indicates the Applicant's current financial state.

- 1. Provide financial statements for the most recent five (5) years of operation. If the Applicant organization is a subsidiary of another corporation, then provide financial statements for the parent entity for the most recent five (5) years. Externally audited statements are preferred.
- 2. The Applicant must provide documentation that the organization is free of commitments, has no existing obligations that might impact their ability to provide services under the terms of this contract, or any commitment or obligation that would impact Applicant's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the Applicant's ability to perform the contract. Proof that the Applicant has adequate cash on hand, working capital, borrowed capital, etc. to finance start-up costs and contract implementation for the first six (6) months of operations.
- B. Pricing Structure
 - 1. Price Proposal and Budget Documents

Applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The Applicant shall be responsible for all taxes and fees. The cost proposal shall be attached to the Proposal Application. Proposals submitted shall include all costs, fees, and taxes. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance premium or general excise tax rebates to or waivers for an Applicant. Annual contract budget price may be adjusted by the DOH based on United Public Worker's Unit 10 collective bargaining subject to allotment and the availability of state, special, and federal funds. By submitting a proposal in response to the RFP, the Applicant agrees to all the provisions, terms, and conditions of the RFP.

2. Applicant shall use the Annual Budget Worksheet provided for the Price Proposal. The worksheet can be found in the link provided in Section 5, Attachment G. Do not modify the worksheet. Failure to use the worksheet provided, or modification of the worksheet, may result in rejection of the entire proposal.

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- 3. Applicant shall place all cost and pricing data provided (employee compensation, ambulance transportation rates and scenarios, operating and start-up budgets) as an attachment to the proposal. Use the Monthly Cost Worksheets in the link provided in Section 5, Attachment G.
- C. Other Financial Related Items

The Applicant must describe its fiscal operating procedures for accurate tracking of the cost of related services provided.

The Applicant must provide a flow chart depicting the agency's accounting cycle and an organizational chart of accounting staff.

1. Accounting System:

To determine the adequacy of the Applicant's accounting system, the Applicant shall attach:

- a) An annual expenditure report within the last 5 years from one of the Applicant's contracts for EMS services listed under Section 3.2.B.
- b) The most recent financial audit and any corrective action plan (if applicable) within the last five (5) years.
- 2. The Applicant must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of five million dollars (\$5,000,000) payable without condition to State of Hawaii, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable Letter of Credit shall guarantee to the State full and faithful performance of all of the terms and provisions of this contract to be performed by the Applicant, and as said contract may be amended, supplemented or extended as long as adjustments are within the scope of this RFP.

3.7 Other

A. Litigation (including parent or sister companies)

The Applicant must disclose any pending litigation and outstanding judgments. Applicant may be disqualified for final judgments against them or their affiliates for breach of contract or failure to perform emergency services competently. Applicants shall provide a listing of all resolved or ongoing litigation in the past five (5) years, including a narrative describing the case and its resolution. The Applicant must document bankruptcy history for the past ten (10) years, disclose the type of bankruptcy filed and summarize the bankruptcy proceedings and orders.

- B. The Applicant must provide documentation that they are legally authorized or eligible to do business in the State of Hawaii or have the ability to obtain such authorization prior to contract start date.
- C. List applicable business-related licenses relevant to the delivery of services. Include license numbers, expiration dates, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- D. Documentation that demonstrates the Applicant is free of commitments that would impact Applicant'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 contract).
- E. Evidence of Insurances

Applicant shall provide copies of all required insurance coverages for services within this RFP. See Section 2.4.F for additional details.

F. Errors in Proposal

DOH 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. DOH may waive minor irregularities and request Applicant 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.

- 1. The following are examples of irregularities which are considered minor and may be waived by the Purchasing Agent; irregularities that:
 - a) Do not affect responsiveness.
 - b) Are merely a matter of form or format.
 - c) Do not change the relative standing or otherwise prejudice other offers.
 - d) Do not change the meaning or scope of the RFP.
 - e) Are trivial, negligible, or immaterial in nature.
 - f) Do not reflect a material change in the work.
 - g) Do not constitute a substantial reservation against a requirement or provision.

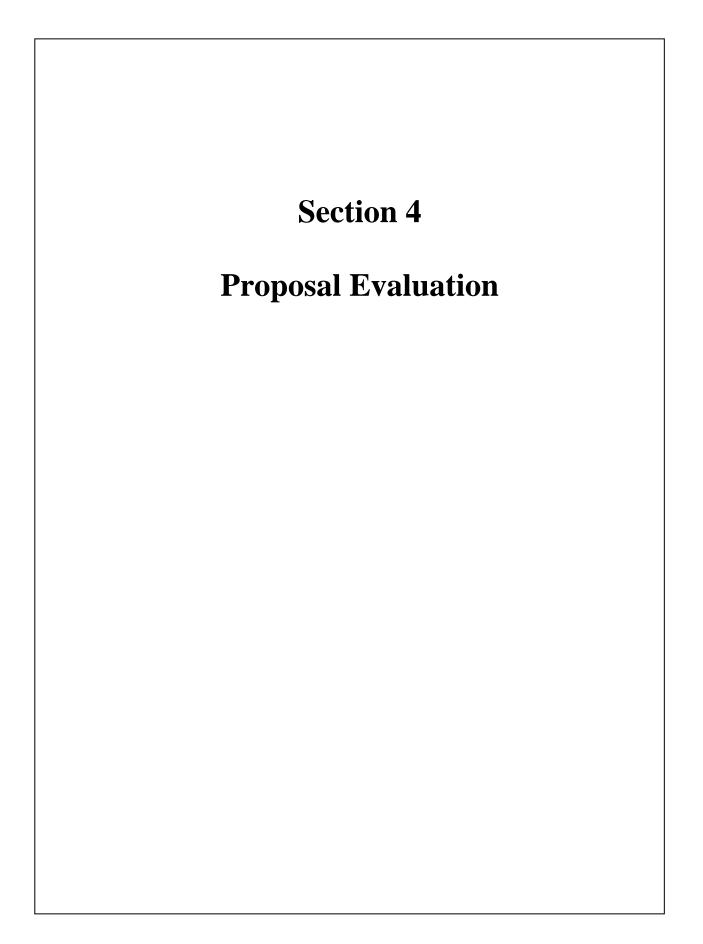
In such cases the Applicant will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect, or variation or DOH may

elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Applicant from compliance with all requirements if awarded a Contract.

- 2. By submitting a proposal, each Applicant certifies under penalty of perjury that:
 - a) Its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly.
 - b) The Applicant able or will be able to comply with all requirements of this solicitation at the time of contract award.
 - c) Applicant certifies all statements in the response are true.
 - d) Neither Applicant, 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 Applicant is aware of the provisions of the Hawaii Government Code relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any County or State officer or employee relating to this solicitation.
 - f) This RFP does not commit DOH to award a contract. DOH reserves the right to reject any or all Proposals if it is in the best interest of the State to do so. DOH also reserves the right to terminate this RFP process at any time.

G. Withdrawal of Proposals

Proposals may be withdrawn, modified, or replaced, and resubmitted as long as submittal is before the due date and time. If an Applicant chooses to withdraw their proposal after the due date and time, it will be excluded from consideration.



Section 4 Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques and weighted totals will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

An Evaluation Committee selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals based on criteria identified in this RFP. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 Evaluation of Proposal Requirements
- Phase 2 Evaluation of Proposal Application
- Phase 3 Recommendation for Award

Evaluation Categories and Thresholds

Evaluation Categories	Maximum Points
Administrative Requirements	NOT SCORED
Proposal Application	
Program Overview	0 points
Experience and Capability	20 Points
Project Staffing and Organization	55 Points
Service Delivery	50 Points
Continuous Quality Improvement Plan and	40 Points
Performance Outcomes	
Financial	35 Points
TOTAL POSSIBLE	200 p oints

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

To qualify for evaluation by the Proposal Review Committee, a Proposal shall address the minimum qualifications below.

- 1. Administrative Requirements
 - Application Checklist Form SPO-H (Attachment A)
 - Proposal Application Identification Form (Form SPOH-200)
 - Registration with State Procurement Office
 - Business Registration with DCCA
 - Complete Proposal in Required Format
- 2. Proposal Application Requirements
 - Proposal Application Identification Form (Form SPOH-200)
 - Cover Letter
 - Table of Contents
 - Program Overview
 - Experience and Capability
 - Project Organization and Staffing
 - Organizational Experience
 - Key Leadership Experience
 - References (5)
 - Financial Condition
 - Legal History
 - Evidence of Insurance
 - Evidence of Ability to Provide Performance Bond or Irrevocable Letter of Credit
 - Service Delivery
 - Financial (All required forms and documents)
 - Program Specific Requirements (as applicable)
- B. Phase 2 Evaluation of Proposal Application
 - 1. The evaluation committee will be provided with copies of all submitted proposals, along with a scoring sheet. This sheet will allow them to assess each proposal and evaluate its alignment with the RFP criteria.
 - 2. While evaluating proposals, the evaluation committee shall consider service benefits to the community, as well as cost benefits to the state.

Evaluation Criteria

1. Program Overview. No points are assigned to Program Overview. The intent is to give the Applicant an opportunity to orient evaluators to the service(s) being offered.

2. Experience and Capability (Maximum 20 Points)

This section evaluates the Applicant's experience in providing twenty-four (24) hours per day, seven (7) days per week 911 EMS ground ambulance service, its financial stability, and its standing with peers.

Experience and Capability (20 Points)	Points
A. Necessary Skills Applicant demonstrates the necessary skills, abilities and knowledge, to implement ground ambulance service in the County of Maui.	
 Applicant describes their relevant organizational, leadership, and operational skills and experience to manage an emergency ALS ground ambulance service for the County of Maui. Applicant demonstrates an understanding of the demographics and geography of the community being served. 	5
B. Experience	
- Applicant provides examples and references demonstrating substantial experience providing high-quality primary 911 ALS ambulance services in suburban and rural communities with populations between 100,000 – 500,000 in the United States over the past 5 years.	5
- Applicant outlines all early contract terminations and financial pentalites and provides an explanation and examples of past deficient performance and how these issues will be mitigated in this contract.	
- Reference checks supports Applicants descriptions and examples of skills, experience and performance.	10
Total Points	Maximum 20 points

3. Project Staffing and Organization (Maximum 55 Points)

This section evaluates the quality of the proposed organization and staffing structures and capabilities for providing Maui's 911 ground ambulance services.

Project Staffing and Organization (55 Points)	
A. Staffing (Section 2.4.C.1)	
Staff Qualifications:	5

 Position descriptions describe the experience, duties, and percent FTH required under "Key Employees" and employees responsible for "Oth Required Job Functions" as detailed in Section 2.4.C, Management Requirements of the RFP. 	
 Applicant describes how "Other Required Job Functions" as listed in Section 2.4.C Management Requirements of the RFP will be incorpor into the organizational/staffing structure. 	
Staffing:	
- Staffing plan meets the requirements listed under Section 2.4.C, Management Requirement.	
 FTEs listed for Ambulance/Field Personnel ensures meeting or excee the requirement of at least one (1) paramedic and one (1) other crew member who is an EMT or paramedic on each unit 24 hours a day, se (7) days a week. Overtime projections should be reasonable, ideally 2 or less. 	even
- Applicant provides a workforce development plan that details mitigat strategy for any potential workforce shortage, including overtime management. This includes plans to support training for EMTs to bec paramedics.	15
B. Project Organization (2.4.C.2)	
Standard Operating Procedure (SOP) Manual:	
- Applicant provides a sample SOP manual and detail explanation of us and maintenance procedures.	sage
Supervision:	
 Applicant outlines a staffing structure which clearly demonstrates fiel staff's immediate and continous access to a direct Supervisor for advi and consultation throughout all shifts. 	
Training:	
- Applicant will clearly outline how all training and specialty training requirements will be met and protocols for maintaining training recor	15 °ds.
 Applicant provides organizational chart of the management structure all positions and job functions as described in Section 2.4.C, Manage Requirements. Demonstrates a detailed and clear approach to effective organizational management. 	ment
- The Applicant's organizational structure outlines contingency plans a measures to ensure the continuous operation of an ALS ambulance service, 24 hours a day, seven (7) days a week.	nd
Total P	Maximum oints 55 points
	omes of points

4. Service Delivery (Maximum 50 Points)

This section evaluates the quality of the proposed services to be provided for the County of Maui and its alignment with the requirements set forth in this RFP.

Service Delivery (50 Points)	Points
A. Coordination of Services	
 Plan to develop an integrated approach to service delivery with other emergency response entities. Disaster Preparedness Plan clearly describes all entities involved, the Applicant's role in developing and maintaining these relationships, and any challenges anticipated. 	5
B. Facilities	
 Applicant demonstrates how proposed approach to service operations meets or exceeds response time requirement. The location of ambulance units and facilities are justified. Applicant assures facilities' readiness for occupancy upon the start of service. Facilities are in compliance with the specifications identified in the RFP under Section 2.4.D, Facilities, Vehicles, Equipment, and Supplies. 	5
C. Vehicles	
 Applicant commits to meeting or exceeding the provision of the minimum number of ALS ambulances and Primary and Back-up ambulances as required for each unit/island, as specified in Section 2.4.B, District and Ambulance Service Operations and has a plan for how ALL vehicles will remain operational at all times. Applicants who exceed the minimum requirements will be give full points. 	10
- Plan ensures ALL vehicles are ready for operation at the start of service AND in compliance with the requirements for Primary and Back-up vehicles. If Applicant's vehicles are NOT in compliance, a detailed plan to bring them into compliance within 1 year of the start of service must b provided.	10 e
 Preventive maintenance plan and replacement schedule ensures compliance with requirements specified in Section 2.4.D, Facilities, Vehicles, Equipment, and Supplies. Describes, in detail, a vehicle management strategy and process for accurate documentation including, but not limited to procurement, deployment, safety, security, maintenance/repair that meets vehicle requirements within this RFP. 	10
D. Equipment and Supplies	
- Plan ensures equipping ambulance units with durable equipment as appropriate for operating ALS ambulances and a plan for ensuring maintenance and replacement schedule as needed.	5

-	Applicant describes a process for hardcopy documentation in the event the ePCR software is unavailable.	
	DOH-approved version of the ePCR and related policies. Plan for ensuring that patient care records, including their PCRs, are made available to the receiving hospital.	
-	strategies. Plan for ensuring quality assurance related to the ePCR program and specifically clarifies how they will ensure that each ePCR is accurate, completed in a timely manner, and in compliance with the most current	5
-	Proposed methods for ensuring all ambulance response/patient data is entered in the ePCR platform and billing information is accurately collected and submitted to DOH within the time frames designated in the RFP (Section 2.4.C.7, Reporting Requirements for Program and Fiscal Data) and includes any anticipated challenges and proposed mitigation	
3. Rep	porting Requirements	
_	Plan ensures stocking ambulance units with consumable supplies as required by DOH (see attachment) and a plan for replenishment as described in the RFP in Attachment.	

5. Continuous Quality Improvement Plan and Performance Outcomes (Maximum 40 Points)

This section evaluates the Applicant's ability to manage, organize, and support continous quality improvements initiaves and performance outcomes related to the delivery of 911 ground ambulance services.

Continous Quality Improvement Plan and Performance Outcomes (40 Points)	Points
A. Continous Quality Improvement Plan	
 Continous Quality Improvement plan ensures adequate monitoring of pre- hospital patient care services and general operations as described under Section 2.4.C and a system of identifying trends or need for process improvements. Continous Quality Improvement plan describes how the need for process improvements are identified, who shall be responsible for developing the plan for improvement, and how the outcomes will be evaluated to determine a successful resolution. Incident reporting process including implementation ensures that incidents are assessed and evaluated for the need for any process improvements. 	10

- Applicant clearly outlines measures to evaluate customer satisfaction and describes how customer complaints will be addressed.	
B. Performance Outcomes	
 Applicant describes how response times will be met or exceeded and what type of strategies will be employed should response times fall below requirements set forth by DOH. Applicant explains what steps will be taken to ensure that paramedics are adequately trained and have the skills to perform 911 ALS ambulance services. Applicant clearly identifies the clinical performance standards they plan to follow and outlines a plan for how these standards will be met and maintained. 	10
 Applicant specifically describes paramedic's procedures identifying and treating ST Elevation Myocardial Infarction (STEMI), Large Vessel Occlusion (LVO) stroke, and conditions requiring the performance of Advanced Airway Procedures and plan for tracking and evaluating outcomes. Applicant identifies low frequency high risk procedures and how they will ensure their paramedics will maintain their skills in these areas. 	20
Total Points	Maximum 40 Points

6. Financial (Maximum 35 Points)

This section evaluates the Applicant's ability to manage, organize, and support all costs related to the delivery of 911 ground ambulance services.

Financial (35 Points)	
A. Current Financial State	
- Applicant provides a statement of the method of financing, attach any necessary endorsement documents for all start-up and operational costs including, but not limited to, the initial ambulance fleet, equipment, and facility leases that are required to begin operations.	5
- Applicant demonstrates financial solvency which includes providing financial statements for 5 years, the most recent financial audit and any corrective action and disclosing of any pending litigation, outstanding judgements or documentation of bankruptcy history (Section 3.6).	5
B. Pricing Structure	
- Applicant demonstrates that proposed costs are reasonable to the community, adequately justified and accurately reflect the proposed services by providing detailed information provided regarding the full cost of the proposed service in budget sheets provided (Section 5, Attachment G).	5

Proposal Evaluation (April 2024)

Total Points	Maximum 35 points
- Applicant demonstrates adequate administrative infrastructure to support all financial tracking and reconciliation (Section 2.4) and includes a plan that describes procedures for submitting and tracking all monthly financial reports and annual budget proposals, evidence that accounting system is adequate and compliant with state regulations, as well as staff involved and responsibilities.	10
C. Other Financial Related Items	
- The proposal with the lowest total budget will receive ten (10) points, the proposal with the second lowest total budget will receive five (5) points, and all others will receive zero (0) points.	10

FINAL SUMMARY		Points
Experience and Capability		20 Points
Project Staffing and Organization		55 Points
Service Delivery		50 Points
Continous Quality Improvement and Performance Outcomes		40 Points
Financial		35 Points
	Total	200 Points

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each Applicant.

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Table of Contents
- C. Links to the Administrative Rules (HAR) and Revised Statutes (HRS) Referred to in this RFP
- D. Maui Primary Hospitals and Geographic Coverage
- E. Ambulance Units, Response Times, & District Boundaries
- F. State of Hawaii Standing Orders 2023
- G. EMS Budget and Cost Worksheets Link
- H. Essential Equipment and Supplies for Ground Ambulances
- I. Insurance Requirements

Attachment A: Proposal Application Checklist

Applicant:

RFP No.:

The applicant's proposal must contain the following components in the <u>order shown below</u>. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

	Reference in	Format/Instructions	Required by Purchasing	Applicant to place "X" for
Item	RFP	Provided	Agency	items included in Proposal
General:				
Proposal Application Identification				
Form (SPOH-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 3, RFP	Section 3, RFP	X	
Proposal Application	Section 3, RFP	Section 3, RFP	X	
Provider Compliance		SPO Website*		
Cost Proposal (Budget)				
SPO-H-205		SPO Website*		
SPO-H-205A		SPO Website*		
SPO-H-205B		SPO Website*		
SPO-H-206A		SPO Website*		
SPO-H-206B		SPO Website*		
SPO-H-206C		SPO Website*		
SPO-H-206D		SPO Website*		
SPO-H-206E		SPO Website*		
SPO-H-206F		SPO Website*		
SPO-H-206G		SPO Website*		
SPO-H-206H		SPO Website*		
SPO-H-206I		SPO Website*		
SPO-H-206J		SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				
Annual Budget Worksheet (Cost Proposal)	Section 3, RFP	Section 5 Attachment G	X	
Monthly Cost Worksheets – All tabs (Budget Justification)	Section 3, RFP	Section 5 Attachment G	X	

*Refer to Section 1.2, Website Reference for website address

Attachment B:

Proposal Application Sample Table of Contents

1.0	Pro	gram Overview1
2.0	Exp	perience and Capability1
	A.	Necessary Skills
	В.	Experience
	C.	Quality Assurance and Evaluation
	D.	Coordination of Services
	E.	Facilities
3.0	Pro	ject Organization and Staffing7
	Α.	Staffing7
		1. Proposed Staffing7
		2. Staff Qualifications
	B.	Project Organization10
		A. Supervision and Training10
		B. Organization Chart (Program & Organization-wide)
		(See Attachments for Organization Charts
4.0	Ser	vice Delivery
5.0	Fina	ancial
	See	Attachments for Cost Proposal
6.0	Liti	gation
7.0	Atta	achments
	А.	Cost Proposal
		SPO-H-205 Proposal Budget
		SPO-H-206A Budget Justification - Personnel: Salaries & Wages
		SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments,
		and Fringe Benefits
		SPO-H-206C Budget Justification - Travel: Interisland
		SPO-H-206E Budget Justification - Contractual Services – Administrative
	В.	Other Financial Related Materials
		Financial Audit for fiscal year ended June 30, 1996
	C.	Organization Chart
		Program
		Organization-wide
	D.	Performance and Output Measurement Tables
		Table A
		Table B
		Table C
	E.	Program Specific Requirement

Attachment C: Links to the Administrative Rules (HAR) And Revised Statues (HRS) Referred to in this RFP

Laws and Administrative Rules that Relate to EMS:

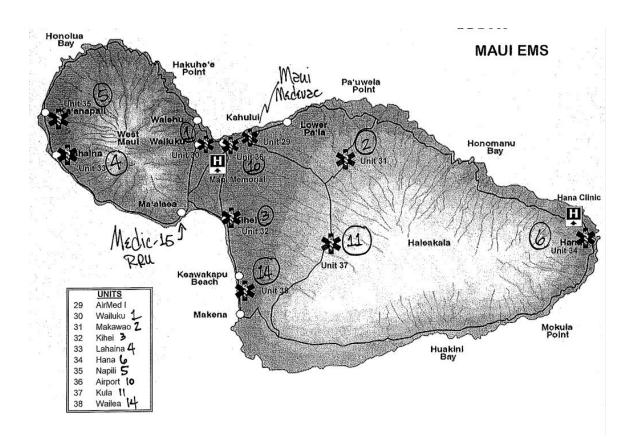
https://health.hawaii.gov/ems/home/ems-laws-and-administrative-rules-that-relate-to-ems-2/

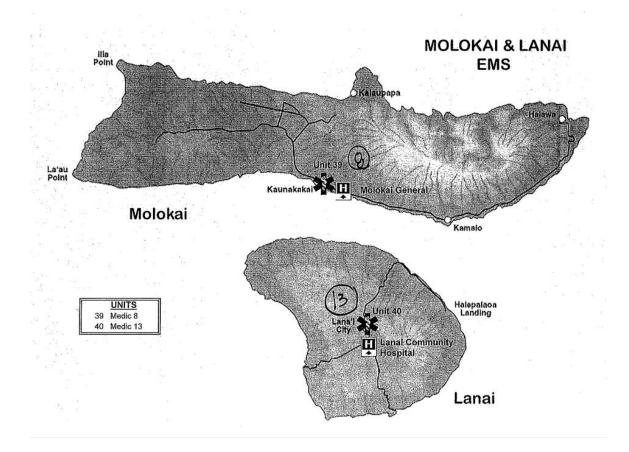
Attachment D: Maui Primary Hospitals And Geographic Coverage

HOSPITALS:

Maui Memorial Medical Center is a Level III trauma center located on the island of Maui in Wailuku.

Molokai General Hospital is located in Kaunakakai on the island of Molokai. Lanai Community Hospital is located in Lanai City on the island of Lanai.





Attachment E: Islands of Maui, Molokai, and Lanai Ambulance Units, Response Times, & District Boundaries

<u>Unit 30 – Wailuku (Medic 1)</u>

General Area of Coverage: All of the Wailuku & Kahului areas.

- Boundaries along Hana Highway will be up to and including Baldwin Beach Park.
- Boundary on Haleakala Highway will be up to and including Keahua Junction.
- Boundary on Pulehu Road will be up to and including the "Y" intersection with the Omaopio Road.
- Boundary on Mokulele Highway will be up to and including the area known as the Maui Central Baseyard (former Hardwoods Treatment plant).
- Boundary on Kahekili Highway will be up to and including Kahakuloa Village up to the bridge just west of the village.
- Boundary on Honoapiilani Highway will be up to and including the intersection with Kuihelani Highway. (This includes all of Kuihelani Highway.)
- Standard response time of 15 minutes (urban/rural).

Unit 31 – Makawao (Medic 2)

General Area of Coverage: Makawao, Haiku, Pukalani & Kula (Upcountry Maui)

- Boundary along Hana Highway will be at Baldwin Beach Park (excluding park) and eastward up to Kaumahina State Park (mile post #11).
- Boundary along Haleakala Highway will be down to Keahua Juniction (exclusive). The boundary on Haleakala Highway towards the crater will be the intersection of the Haleakala Highway & Kula Highway (exclusive of intersection).
- Boundary along Kula Highway will be up to but exclusive of its intersection with Haleakala Highway
- Standard response time of 20 minutes (rural).

Unit 32 – Kihei (Medic 3)

General Area of Coverage: Kihei, Maalaea

- Boundary along Honoapiilani Highway will be westward to the Pali Tunnel (inclusive) and eastward to the intersection with Kuihelani Highway (exclusive).
- Boundary along Mokulele Highway will be up to but exclusive of the Maui Central Baseyard (formerly known as Hardwoods Treatment plant).
- All of Kihei Road & Piilani Highway (until road ends).
- Standard response time of 15 minutes (urban/rural).

<u>Unit 33 – Lahaina (Medic 4)</u>

General Area of Coverage: Lahaina, Kaanapali

• Boundary along Honoapiilani Highway will be westward up to and including the intersection and all of Puukolii Road. Eastward boundary will be the Pali tunnel.

• Standard response time of 15 minutes (urban/rural).

<u>Unit 34 – Hana (Medic 6)</u>

General Area of Coverage: Hana, Keanae, Kipahulu, and Kaupo

- Boundary along Hana Highway extends from Hana town to Kaumahina State Park Mile post #11.
- Boundary to the southwest goes along Piilani Highway up to and including Kaupo Store.
- Standard response time of 20 minutes (rural).

<u>Unit 35 – Napili (Medic 5)</u>

General Area of Coverage: Honokawai, Kahana, Napili, and Kapalua

- Boundary along Honoapiilani Highway will be westward up to but excluding the intersection with Puukolii Road. Eastward boundary will be the bridge just outside Kahakuloa Village.
- Standard response time of 20 minutes (rural).

<u>Unit 37 – Kula (Medic 11)</u>

General Area of Coverage: Kula, Haleakala Crater, Ulupalakua

- Boundary on Kula Highway will be up to and including the intersection with Haleakala Highway and 'mauka' on Haleakala Highway up to Haleakala summit.
- The lower 'makai' boundary is the "Y" intersection between Omaopio & Puulehu Road although exclusive of the intersection itself. Boundary on Kula Highway in the southeast direction will be at the Kaupo Store. Boundary on Haleakala Crater includes all of Kekaulike Highway and Crater Road up to Haleakala summit. Area is inclusive of Haleakala National Park.
- Standard response time of 20 minutes (rural).

Unit 38 – Wailea (Medic 14)

General Area of Coverage: Wailea

- Boundary from Alanui Ke Alii westward.
- Standard response time of 15 minutes (urban/rural).

<u>Unit 39 – Molokai (Medic 8)</u>

General Area of Coverage: Molokai

- Unit 39 covers the entire island of Molokai with the exception of Kalalau County.
- Standard response time of 20 minutes (rural).

Unit 40 – Lanai (Medic 13)

General Area of Coverage:

- The entire island of Lanai.
- Standard response time of 20 minutes (rural).

<u>Unit 41 – Rapid Response Unit Maalaea (Medic 15)</u> Primary Non-Transport back-up for Kihei, Maalaea, Lahaina and Kaanapali

• 24-hours per day

Attachment F: Emergency Medical Services & Injury Prevention System Branch State of Hawaii, Department of Health

Standing Orders Policy for Mobile Intensive Care Technicians Adult and Pediatric

To view/download a copy, go to the following link:

https://health.hawaii.gov/ems/files/2024/01/Standing-Orders-v13-12-6-23-121123ac_md_sig_.pdf

Attachment G: Emergency Medical Services & Injury Prevention System Branch State of Hawaii, Department of Health

EMS Budget and Cost Worksheets Link

Required EMS Budget and Cost Worksheets and Instructions are available on the Emergency Medical Services & Injury Prevention System Branch Website.

To view/download the EMS Budget and Cost Worksheets, go to the following link:

https://health.hawaii.gov/ems/ems-budget-and-cost-worksheets/

Attachment H: Emergency Medical Services & Injury Prevention System Branch State of Hawaii, Department of Health

Essential Equipment and Supplies for Ground Ambulances

These documents are available on the Emergency Medical Services & Injury Prevention System Branch Website.

To view/download the documents, go to the following link:

 $\frac{https://health.hawaii.gov/ems/files/2024/04/Essential-Equipment-and-Supplies-for-Ground-Ambulances-03-31-24.pdf}{03-31-24.pdf}$

Attachment I: State of Hawaii - Department of Health

Insurance Requirements

The Provider shall not commence any work until it obtains, at its own expense, all required minimum insurance herein noted. Such insurance shall be provided by an insurance company authorized by the laws of the State of Hawaii to issue such insurance. Each insurer shall have an A.M Best rating of A-, VII or better. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Provider's responsibility for payment of damages resulting from its operations under this contract, including the Provider's obligation to pay for liquidated damages, nor shall it affect the Provider's separate and independent duty to defend, indemnify and hold the state harmless pursuant to other provision of this contract. If the Provider is self-insured, the Provider shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

Umbrella Liability Insurance	An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
Ambulance Liability and Replacement	Each primary and backup ambulance must be insured \$1,000,000 for liability and \$500,000 replacement cost. Provider is responsible for providing this documentation during state ambulance licensing process.
Employers' Liability	\$100,000 - each accident, \$100,000 policy limit bodily injury by disease,\$500,000 each employee bodily injury by disease.
Professional Liability/ Medical Malpractice (Errors and Omissions)	Professional Liability – Professional Liability Insurance with limits of not less than ten million (\$10,000,000) per claim and twenty million (\$20,000,000) aggregate limits. or Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than ten million (\$10,000,000) and twenty million (\$20,000,000) aggregate limits Or Medical Malpractice Insurance Malpractice insurance with limits of not less than ten million (\$10,000,000) and twenty million (\$20,000,000) aggregate limits If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims

	made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Abuse/Molestation Insurance	Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
Environmental Liability	In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:
	a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.
	 b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Cyber Liability	Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved State entities and cover breach response cost as well as regulatory fines and penalties.

Performance Security	The Applicant must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of five million dollars (\$5,000,000) payable without condition to Maui County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended.
	If using a performance bond, it must be issued by a bonding company, which is an Admitted Surety Insurer. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the DOH.

Attachment J:

Emergency Medical Services & Injury Prevention System Branch State of Hawaii, Department of Health

Required Reports

Annual Reports and Renewals (Due December)

- Facilities Report (Section 2.4.D)
- Annual Budget Worksheet (Section 2.5 A)
- Ambulance Licensing

Semi-Annual Reports (Due July and December)

• CQI Report (Section 2.4 C4 & Section 2.4 C5)

Monthly Reports (Due the 15th of each month)

- Monthly Cost Worksheets (Section 2.4 C7)
- Full-Time Employee Vacancies (Section 2.4 C1)
- Unit Utilization Hours (Section 2.4 B)