



REQUEST FOR PROPOSALS 23-01:

URGENT CARE MEDICAL CARE SERVICES

The Coast Life Support District (CLSD) seeks proposals for the provision of urgent medical care services. The successful applicant will receive a monthly cash subsidy from CLSD in exchange for provision of such services in accordance with the specifications in this Request for Proposal. Subsidy for urgent care services is \$800,000 annually.

The District is seeking a provider under this request for proposal for services to be provided during the period of July 1, 2023 to June 30, 2028.

Questions regarding the Request for Proposal can be addressed to:

Dave Crowl, District Administrator
PO Box 1056
Gualala, CA 95445
Tel.: 707-884-1829 Ex. 3
Fax: 707-884-9119
E-mail: dave.crowl@clsd.ca.gov

Note: Faxed communication during the bid period is acceptable. If e-mail is used for this purpose, acknowledgment by recipient of message received is required for communications to be deemed to have been complete.

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REQUEST FOR PROPOSALS 23-01: **URGENT CARE MEDICAL SERVICES**

SECTION I - INTRODUCTION

The Coast Life Support District (CLSD) seeks proposals for the provision of urgent medical care services. The successful applicant will receive a monthly cash payment from the District in exchange for provision of urgent medical care in accordance with the specifications in this Request for Proposal. Qualified applicants are invited to review the specifications and to submit proposals according to the attached criteria and conditions.

The purpose of this Request for Proposal is to ensure the provision of urgent care medical services to the area of the Coast Life Support District by providing a payment to a provider who will guarantee the desired service level.

The successful bidder will be notified of their selection following CLSD Board of Directors meeting and a contract for services will then be issued and signed before July 1, 2023.

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The Coast Life Support District was formed in 1986 following California State enabling legislation (Chapter 375, Statutes of 1986) and an election. The primary purpose of CLSD was to ensure the availability of emergency ambulance services and urgent healthcare to the southern portion of the Mendocino County coastal area and the northern portion of the Sonoma County coastal area.

The District is operated by a seven member Board of Directors which is elected by the residents. It receives funds for the provision of ambulance service from a special tax which was authorized in the November 1986 election and increased most recently in the March, 2020 election. Currently, the District operates two full time Advanced Life Support (ALS) ambulances.

Under the enabling legislation, the District has latent power to provide other health care services. Activation of that power required that a majority of CLSD voters approve the expansion of powers at a General Election. In November 1996, the voters granted such approval for the stated purpose of providing after hours urgent medical services. In June 1997 a special tax to fund an After Hours Urgent Carer (AHUC) program was passed by the voters. The AHUC program was implemented as an on-call provider service, available after normal medical clinic operating hours. Patients desiring AHUC contacted the service through Redwood Coast Medical Services (RCMS) telephone and, if deemed necessary, met the on-call provider at the clinic for urgent medical care.

In February 2009, RCMS terminated the contract for AHUC services with the District. A telephone nurse triage was contracted for after-hours medical requests while urgent care was provided during business hours Monday through Friday at RCMS.

In the fall of 2011, RCMS approached the CLSD Board of Directors with their concerns about financial sustainability of urgent medical care at the clinic during normal operating hours. The

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District board agreed to place a measure before the voters in April 2012. The measure would remove the “After Hours” restriction on use of AHUC tax funds collected. The intent was to partially support RCMS urgent care during normal operating hours. The measure passed with nearly 90% of the vote. The District then entered into a two-year agreement with RCMS to ensure provision of Urgent Care during business hours Monday through Friday. This was subsidized with tax revenues in the amount of \$150,000 annually.

Based on frequent public comment regarding lack of urgent care after business hours and on weekends, the District Board of Directors decided to request additional funding from the District’s tax payers to expand Urgent Care hours. In the spring of 2014, a measure was passed by District residents to expand urgent care funding.

Currently, tax revenue funding is paid to RCMS in the amount of \$800,000 annually for the provision of Urgent Care. The current contract will expire July 1, 2023.

In light of the District’s status as a public agency, and to conduct their actions with the due diligence required of a public agency, this Request for Proposal will solicit bids from RCMS as well as from any other viable healthcare provider for ongoing provision of urgent care for the Coast Life Support District.

DESCRIPTION OF SERVICE AREA

Coast Life Support District is located in the rugged rural coastal areas of northern Sonoma and southern Mendocino Counties. The area is clearly defined by geography: the Pacific Ocean to the west and coastal mountain range to the east. Communities are clustered primarily in a linear fashion along California Highway 1. The highway itself is a two lane winding and hilly route. Accurate permanent population data is not available, however local estimates are ten to twelve thousand, with seasonal swells to as many as fifteen thousand persons.

Tourism plays a significant role in the economy of the area. Many recreational opportunities are offered; the majority are ocean-related, including ocean water swimming and diving, fishing, cliff climbing, etc. Other areas of economic importance are the construction trades, service and other businesses, cottage industry, agriculture and logging. The area has a significant retired and elderly population.

Hospital facilities are located some distance from the District in Santa Rosa and Ft Bragg.

Emergency medical services are provided in several tiers. Volunteer fire departments located within the District all provide first response emergency medical care at the EMT-I level. First responders are dispatched from 4 different fire districts within the District. The Coast Life Support District has instituted an early defibrillation program in all fire departments and sponsors public information, education, and first responder/EMT training programs. Ambulance service, provided by District is as described above.

Air ambulance service is provided by: Private air ambulance providers (Air Med/Reach), Sonoma County Sheriff’s Department Helicopter (HENRY-1), and California Highway Patrol (CHP). Helicopter service, weather permitting, is available to both the Sonoma County and Mendocino

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County components of the District. Helicopter response time to the Gualala area averages between twenty-five and forty-five minutes.

LOCAL MEDICAL SERVICES

Currently, primary medical care is available within the community through two providers.

- Redwood Coast Medical Services (RCMS), a Federally Qualified Health Center (FQHC) provides the majority of local health care.
 - Located in Gualala and Point Arena, the private, non-profit community clinic is staffed with full-time providers (physicians and mid-level) and more additional part time physicians or mid-level providers. Because of its FQHC status and as a state funded rural health care facility, it provides outreach and other ancillary health services. RCMS provides primary, psychiatric and dental services from satellite offices in Gualala and Point Arena.
 - RCMS offers urgent care services at the main building in Gualala. Urgent care is provided by appointment, walk up and receiving of ambulance transports. Immediately adjacent to RCMS/Gualala is a lighted and approved heliport for helicopter transfer. RCMS is designated by the California Emergency Medical Services Authority as an Interim Stabilization and Triage Facility. RCMS is the only known rural urgent care clinic in the state that is designated to receive ambulance transports.
- Federally-sponsored Indian Health Services, located on the Point Arena Reservation, provides outreach and clinical care to many in the local Native American community. Much of the population resides on one of the three Rancherias that lie within District's boundaries. The Indian Health program does not provide after hours care and refers patients to hospital emergency departments.

HISTORICAL BACKGROUND OF URGENT CARE IN THE COMMUNITY

AHUC was available to the community through RCMS since its inception in 1976, until termination of the program in February 2009. Initially, the resident medical providers provided the majority of night and weekend coverage with some relief from out of area medical staff. Over the years, the structure remained essentially the same with variations in the staffing patterns.

By 1995, many of the sources for outside funding had disappeared and the RCMS Board of Directors determined that it could no longer provide the range of primary and urgent care services without a stable source of subsidy. RCMS commissioned a study of alternative structures for providing urgent care services. As an outgrowth of that study, the RCMS BOD decided to seek public funding for the continuation of urgent care program.

As a result of RCMS's decision, a community group formed that advocated for public funding. They presented the District with a petition requesting that the District ask the voters for permission to expand its powers to permit the provision of After Hours Urgent Care. As required by its enabling

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legislation, the District put the measure on the November 6, 1996 ballot. The ballot measure passed with a 72% vote.

RCMS was awarded the AHUC contract, following a competitive bid, in February of 1997. This contract had 2 two-year extensions and ended on June 30, 2004. A subsequent RFP and contract continued the program through February 2009. As mentioned earlier in this document, RCMS cancelled the AHUC program due to unsustainable financial losses. Urgent Care was continued, during business hours Monday through Friday, under a two-year contract with the District that provided \$150,000 in annual tax support. After the election of 2014, a new contract was awarded to RCMS to provide urgent care medical services. That contract is currently set to expire in 2023 and sets the maximum funding at \$800,000 annually for services, which is funded a voter approved tax levy. Any additional funding requirements will require a ballot measure that is voter approved.

SECTION II -- PROPOSAL AND REVIEW PROCESS

The review of proposals submitted to this Request for Proposals is intended to identify the applicant which requires the lowest total subsidy in order to provide service and which meets the District's minimum standards.

PROPOSAL CONTENTS

Proposals submitted in response to this Request for Proposals should be typed, double-spaced, with one-and-a-half inch right-side margins. Pages should be numbered "1 of n, 2 of n, . . . etc." Proposals shall consist of five parts:

- PART I is the cover sheet, included in Appendix 2 of the Request for Proposals.
- PART II is a narrative description of the applicant's experience in the provision of medical services with particular emphasis on the proposed medical Providers' training and/or experience in emergency and urgent medicine. It should describe the applicant's ability to provide the service as specified under this RFP. At a minimum, this section should address those items described in Section IV of this RFP.
- PART III consists of criteria, which the applicant must meet. For each criterion described in Section V of this RFP, the proposal should include a narrative description of the applicant's ability to meet the criterion as well as the specific items requested.
- PART IV consists of conditions which the applicant must accept. For each condition, described in Section VI of this RFP, the proposal should include a positive statement indicating the applicant's willingness to comply with each of the conditions. Any variance from these, including any condition with which the applicant is unable or unwilling to comply should be clearly identified.
- PART V consists of the applicant's bid, specifying the total required payment for each year of the contract. The proposal shall include the form included in Appendix 3 reproduced on to the applicant's letterhead and completed as indicated. It should be placed in a sealed envelope with the applicant's name and the statement "Coast Life Support District Urgent Care Bid 23-01."

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PROPOSAL PROCESS

A. Providers or organizations interested in submitting a proposal should carefully review the specifications contained herein and the criteria and conditions. Providers who are able and willing to meet these requirements should, by **November 1, 2022** execute the Statement of Interest in submitting a proposal (Appendix 1). After **November 1, 2022**, any communications from the District regarding the Request for Proposals will be directed to those who have submitted the Statement of Interest.

B. Any questions or requests for interpretation of the information in this Request for Proposals should be submitted in writing to the District Administrator as described on the introduction page of this RFP.

An addendum or addenda shall be prepared to answer the questions received and will be distributed to all agencies which have submitted a Statement of Interest. No questions will be accepted after 12:00 noon on **December 15, 2022**. It shall be the applicant's responsibility to make inquiry as to any addenda issued. All addenda shall become part of the contract documents and all applicants shall be bound by such addenda whether or not received by the applicant.

C. An original and two copies of the proposal must be submitted to the Coast Life Support District no later than 5:00 pm **December 30, 2022**. An individual who has the authority to bind the organization must sign proposals.

Proposals should be mailed to:

Coast Life Support District Urgent Care Medical Services Proposal
Attn. District Administrator
PO Box 1056
Gualala, CA 95445

If the applicant wishes to deliver the proposal in person call the office of the District Administrator (707-884-1829x3) in advance for an appointment. Late proposals, regardless of postmark will not be accepted.

D. Written proposals will be reviewed by the District for completeness. By **January 16, 2023** applicants will be advised if any required item was not submitted. Missing items can be added until **January 30, 2023**. If the missing item is considered to be substantive, a proposal, which is incomplete after this date, will be rejected.

E. The written response to the urgent care medical service conditions (Section V of the RFP) will be reviewed by the District to determine if conditions are acceptable. Any unacceptable rating of a condition must be rectified prior to **January 30, 2023** by 5:00 pm or the proposal will be rejected.

F. The District shall appoint an ad-hoc committee for the purpose of reviewing completed applications and determining if each proposal meets the minimum qualifications. Formal presentation to the ad hoc committee will be scheduled for the week of **February 20, 2023**. The

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committee's findings will be presented to the Board of Directors of the Coast Life Support District on **February 27, 2023** in open session. Applicants may attend this meeting; however, formal presentations will not be scheduled for this meeting. Following identification of acceptable proposals, the Directors will open the sealed bids for those applications which have met the minimum standards. The five-year contract award will be based on the best value of cost, fees, and services proposed in accordance with the evaluation criteria.

H. The District reserves the right to reject any or all proposals or to waive any defect or irregularity in a proposal. The District further reserves the right to award the contract to the applicant or applicants, which, in the District's judgement, will best serve the needs of the residents of Coast Life Support District.

I. The Board will award the contract to the organization which proposes to provide the highest level of service and value above the minimum requirements. Factors to be considered include:

- Proposed Statement of Work, Service Level and Hours, and Charge Schedule for Services.
- Applicant's previous business history and experience as a Provider of urgent or emergent medical care services
- Qualifications of primary medical providers to provide urgent and emergent medical care
- Affiliation in some form with a comprehensive health care provider network or hospital organization

J. All proposals submitted in response to this RFP shall be deemed public record. In the event that an applicant desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the applicant to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. The District will consider an applicant's request for exemption from disclosure; however, the District will make a decision based upon applicable laws. An assertion by an applicant that the entire proposal or large portions are exempt from disclosure will not be honoured.

K. The District is not liable for any costs associated with the preparation and presentation of a proposal submitted in response to this RFP.

L. All data and information furnished by the District, or referred to in this RFP are furnished for the applicant's convenience. The District does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Applicants shall satisfy themselves as to the accuracy or interpretation of all such information and data.

PAYMENT FOR SERVICES

A. Applicants must indicate the total amount of payment from the District which is required to provide the service as described in the applicant's proposal, based on a contract term of sixty (60) months. The actual monthly cost of the service shall be derived by dividing the total cost by sixty (60) months. In the event the contractual term differs from the sixty (60) month term, actual compensation shall be based on the monthly amount presented in the applicant's proposal.

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B. The Provider will receive the subsidy as stated in the Agreement directly from the District. The Provider is responsible for patient billing and collections for services rendered under the Agreement. No additional payments or subsidies shall be made from the District to the Provider under this Agreement. Provider agrees that all other costs (direct and indirect) associated with providing Urgent Care services will be borne by Provider, using patient revenue, fund raising, grants, and other sources, and that Provider will make best efforts to fund the full cost of providing Urgent Care, and not operate at a loss.

C. Payment will be made by the District monthly in arrears. No other payment schedule is acceptable.

CONTRACT

A. The District proposes to execute the contract included in Appendix 4 with any changes, which are mutually agreed upon in Exhibit C. Applicants should clearly indicate any proposed changes within their proposals. No proposed change to the contract, which is not submitted as part of the application, will be considered.

B. Prior to initiation of work under this contract, the successful applicant will be required to furnish proof of all necessary licenses, certificates and, certificates of insurance, and a performance bond or deposit. Failure to provide required items may result in withdrawal of the contract offer.

PROPOSAL PROCESS DEADLINES

Nov 1, 2022:	Statements of interest due.
Dec 15, 2022:	Last date to submit questions.
Dec 30, 2022:	Proposals due.
Jan 16, 2023:	Applicants will be notified of any missing items/conditions.
Feb 6, 2023:	Corrections to missing items/conditions must be approved.
Feb 20, 2023:	Week for Applicant presentations, day/time TBA
Feb 27, 2023:	District Board of Directors will meet to consider proposals.
Mar 1, 2023:	Approximate date contract to be signed by both parties
July 1, 2023:	Service implementation date.

SECTION III -- PROPOSED SERVICE PATTERN

LEVEL OF SERVICE

The Coast Life Support District seeks a Provider to provide urgent care medical services.

Urgent care services consist of the following:

- The period for which the Provider shall offer urgent care services shall be at least 8:00am to 6:00pm, Monday through Friday with the ability for on-call service after hours, on weekends and holidays.
- Medical consultation and treatment for non-life threatening conditions which may be uncomfortable and/or may deteriorate into a more serious or life threatening conditions.

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- Timely identifying and directing disposition of patients requiring more advanced treatment than provided at urgent care.
- 24-hr telephone or in person triage of patients to the most appropriate level of service to manage their complaint. This may be accomplished by the Provider contracting with a telephone nurse triage/advice line (e.g. TeamHealth) or providing that service themselves.
- Perform blood draws at the request of local law enforcement agencies or personnel.
- Treatment of cases where the patient may benefit by treatment beyond the scope of EMT-Paramedic prior to transport to hospital. Examples of this type of treatment include administration of thrombolytic therapy in acute myocardial infarction, and assessment and treatment of ketoacidosis.
- Assist public safety services in the management of multiple casualty medical incidents either at the scene or at Provider's facility.

STAFFING

The Provider shall staff the urgent care medical service with clinicians who are:

- 1) Physicians licensed in the state of California board as medical doctors or doctors of osteopathy, certified or eligible in Family Practice or Emergency Medicine or related specialty that includes background or experience in emergency medicine or
- 2) Mid Level providers: Family Nurse Practitioner (FNP) or Physicians Assistant (PA), with a minimum of two years current experience in Family Practice and Emergency Medicine.

The Provider must ensure that these clinicians are sufficiently skilled and experienced to function in a remote area where hospitals are located at significant distance.

The Provider must ensure that these clinicians shall have current certifications in:

1. American Heart Association (AHA) Advanced Cardiac Life Support (ACLS)
2. AHA Pediatric Advanced Life Support (PALS)
3. Pre-hospital, Basic, or Advanced Trauma Life Support (PHTLS/BTLS/ATLS) or equivalent

Proof of these certifications shall be on record in the employment files of each clinician.

URGENT CARE FACILITY:

The Provider shall be housed in a facility suitable for the provision of urgent care services. The facility shall meet the following minimum standards:

- Accommodate at least two patients on gurneys and one additional ambulatory patient in an appropriate treatment space.
- Waiting space for two patients. Provision must be made to accommodate family members or others who may accompany patients for care.
- Rest room facilities for patients and staff.

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- X-Ray facility with processing capability.
- “Clean” and “dirty” laboratory areas.
- Parking for at least 4 vehicles including one handicapped accessible parking space.
- Access to the treatment area from the parking area to accommodate non-ambulatory patients who arrive by ambulance.
- Other administrative or storage spaces necessary for the provision of urgent care services.

In addition, the facility shall be in compliance with all applicable federal, state and local laws regulations, codes or standards including without limitation the following:

- All applicable building codes
- All applicable zoning ordinances
- Requirements of the Americans for Disability Act
- License to operate by the State Department of Health Services
- Other recognized standards for medical facilities of this type.

FACILITY LOCATION

Ideally the provider will locate the urgent care clinic in the central part of the district. The provider shall locate its clinical offices within the Coast Life Support District area as described below:

South Boundary: Ft. Ross
 East Boundary: Ridgeline
 North Boundary: Irish Beach
 West Boundary: Pacific Ocean

EQUIPMENT AND CAPABILITIES OF FACILITIES AND PROVIDER

The Provider shall equip the urgent care facility with the necessary materials and supplies in order to provide the services required under the contract, including, without limitation, the following:

- Screening x-ray for limbs and chest
- Pulse oximetry
- Nebulizer for aerosolized breathing treatments
- I.V. equipment and supplies
- Oxygen both on site and available for home use
- Orthopedic casting equipment and supplies
- Crash cart, annually updated, with supplied with equipment & supplies to stabilize cardiac, anaphylactic & neurogenic episodes.
- 12 lead EKG
- Cardiac defibrillator with monitor and rhythm strip
- Suction capability
- Laceration repair equipment and supplies (minor surgical instruments & sterilization capability)
- Burn management equipment & supplies
- Endotracheal intubation equipment & supplies
- Equipment for urinary catheterization
- Gastric lavage equipment and supplies

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- Laboratory access on site for: CBC, HCT, U/A Pregnancy testing, glucose, and bedside cardiac enzyme markers
- Equipment & supplies for OB delivery
- Equipment and supplies for ophthalmic exam and minor foreign body removal
- Equipment and supplies for the drainage of synovial fluid
- Equipment and supplies for incision and drainage of abscess, and minor foreign body removal.
- Stock of medications for use in treatment and for dispensing for interim use by patient.

FINANCIAL, QUALITY ASSURANCE AND QUALITY IMPROVEMENT

As part of the Cost Proposal, Applicant will include in their proposal the results of their most recent audited indirect expense rates and proposed rates as they would apply to this contract.

The Applicant will include a copy of their current Quality Assurance/Quality Improvement plan as it would apply to this proposal.

ANCILLARY AND MISCELLANEOUS SERVICES AND CONDITIONS

Provider shall have programs in place to manage the following issues:

- Direct management and oversight of the urgent care program.
- Provision of a specialist referral network and appropriate hospital transfer agreements.
- Protocols and procedures in place for treatment and transfer of patients presenting at urgent care with illness or injury beyond the scope of care of the facility.
- As a critical medical access point ensure capabilities for triage and treatment of all patients presenting on urgent care property.
- Accommodation of "third party" insurers common to residents in service area. Current insurers include but are not limited to: Sonoma and Mendocino Counties MediCal Managed Care and Blue Cross and Blue Shield.
- Provider shall become familiar with, and comply with Emergency Medical Service Policies and Procedures as promulgated by the Coastal Valleys Emergency Medical Services Agency as related to ambulance/helicopter transportation of patients to and from the proposed urgent care service.
- Provider shall provide documentation that it maintains any designations or certifications required by applicable regulatory agencies so that patients may be transported to the urgent care facility by ambulance for triage, treatment or stabilization prior to transport to hospital.
- Public education and outreach as concerns community use of Urgent care vs. Primary care vs. Emergency care (911).
- Inter-agency coordination.
- Provider shall agree to participate in any strategic planning efforts by the District for future structures of health care in the community. Such planning efforts may include other agencies or health care organizations.

FEEES, CHARGES, AND SUBSIDY

The current taxpayer approved urgent care subsidy is \$800,000. Any additional subsidy requested by the Provider will require voter approval.

The District will provide a cash payment to the Provider in an amount determined through this bid and proposal process. The subsidy will be paid in monthly installments over the life of the contract as determined by the proposal and contract negotiations.

Provider shall be responsible for all billing for services and shall be entitled to receive all proceeds from fee for service billing, capitated payments or other patient revenues. The Provider may, at Provider's discretion, enter into agreements with health maintenance organizations, medical insurance organizations or other third party medical payers, for provision of urgent care or other

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medical services. Agreements for any medical services shall not affect amount of compensation paid to Provider by the District under the contract between the District and the Provider.

SECTION IV -- NARRATIVE OVERVIEW

Proposals should begin with a narrative description of the applicant's experience in provision of medical services with particular emphasis on the applicants experience in the provision of urgent and/or emergency care, and/or family practice, and shall describe the applicant's capability of providing such services in the future. At a minimum, this section should include:

1. The business name, as well as related prior business names, and legal business status of the applicant.
2. A complete description of the applicant's business history and a description, including years of service, of the applicant's experience in the operation of medical facilities with an emphasis on rural health care and/or urgent care.
3. A list of jurisdictions in which the applicant does business.
4. Details of any affiliation with health care providers, provider networks, hospital facilities or networks, or health insurance providers.
5. Details of any failure or refusal to complete a contract.
6. A description of any previous or current litigation involving the applicant or any of its principal officers in connection with the provision of medical services.
7. Details of any regulatory actions, including, but not limited to, written warnings issued against the applicant by any public agency, or licensing authority.

Note: information provided under items 6 and 7, above, shall be deemed confidential. Applicants shall place such documentation in a sealed envelope marked "confidential". The information shall be submitted with the proposal. Following the review by the District's review committee, the information will be returned to the applicant.

8. Any other pertinent information regarding applicant's ability to provide after hours urgent care services in the future.

SECTION V -- URGENT CARE SERVICE CRITERIA

Applicants should address each of the criteria, describing both the current capabilities and any planned changes, and should attach any required documentation. The capability to carry out any planned changes should be documented with respect to fiscal and other capabilities and time frames. Specific items (*shown in boldface italics*) should be provided.

Level of service

1. Conditions of service are set forth in SECTION III, including an operational scope of urgent care services.

Characterize the urgent care medical service program proposed by the applicant. The description should specifically address the way in which the applicant proposes to implement the criteria stated in SECTION III, LEVEL OF SERVICE.

2. Licensure: Applicants shall demonstrate possession of, or eligibility for licensure and/or certification of key medical provider staff members.

Describe licensure or certification requirements of key medical providers including physician(s) and mid-level provider(s) if any.

3. Staffing: Applicant shall provide staffing and the qualification levels described in SECTION III

- ***Describe the service plan proposed by the applicant.***
- ***Indicate the level of qualifications of proposed medical providers and key administrative personnel.***
- ***Describe medical or nursing assistance program that will be made available to the medical provider.***

4. Facility: Applicant shall provide a facility meeting minimum standards as set forth in SECTION III.

- ***Describe the facility proposed to be used for provision of service under this RFP.***
- ***Describe how it meets each of the criteria set forth in SECTION III, FACILITY.***

5. Facility Location: Facility shall be located within boundaries of area describe above.

- ***Describe facility location, if known***

If the location is not known, the location must be submitted to the District for approval prior to initiation of work.

6. Equipment and capabilities: Urgent care facility shall meet minimum standards established in SECTION III.

- ***Describe the equipment and capabilities of proposed facility.***
- ***Briefly describe equipment to be used to meet minimum standards specified above. Include manufacturer, model and age of major equipment items.***

7. QA/QI Programs: The Provider shall maintain a QA/QI program and certify that it is consistent with applicable regulatory and clinical standards of the profession.

- ***Describe the proposed QA/QI program.***
- ***Identify the person designated as medical director, if known and include background and qualifications.***

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8. Ancillary and Miscellaneous Services and Conditions: Such services and conditions are described in SECTION III.

- *For the ancillary and miscellaneous services and conditions enumerated in Section III, describe the applicant's proposal to address each issue or condition.*

9. Fees, and Charges and Subsidy:

Setting and collection of fees and charges are the responsibility of the Provider and the District shall have no oversight of fees and charges except as described in SECTION III, above.

SECTION VI -- CONDITIONS

For each condition, the proposal should include a positive statement indicating the applicant's willingness to comply with each of the conditions. Any variance from these, including any condition with which the applicant is unable or unwilling to comply, should be clearly identified.

Level of Service

1. Applicant agrees that, in exchange for a payment provided by the District, it will provide urgent medical care services in accordance with the description contained in this RFP.

Policies

2. Applicant shall comply with all Federal, State of California, County of Mendocino, and County of Sonoma laws, ordinances, and regulations, in addition to any other agencies having regulatory jurisdiction over services described herein.

3. Applicant shall ensure that properly licensed, certified or credentialed personnel shall administer any patient-care procedures. A list of all Provider licences and certifications will be made available to the District.

4. Applicant will cooperate with the District in the collection and analysis of utilization data and other data necessary for an on-going evaluation of urgent care services. Appropriate confidentiality of patient data will be maintained both by applicant and District.

Fees and Charges

5. Applicant agrees that total compensation required from District will be limited to the payment as bid. Determination and collection of all other fees and charges is the responsibility of applicant, except as otherwise described in this RFP. The District will make no other subsidy or payment for services.

Staffing

6. Applicant will orient personnel to the District and the Coastal Valleys Emergency Medical Services system (including the advanced life support program), and will cooperate with these agencies and systems.

7. Applicant will ensure that personnel assigned to the District are sufficiently skilled and experienced to operate in an area distant from hospital and advanced emergency care.

Insurance and Liability

8. Applicant shall obtain insurance acceptable to the District in a company or companies acceptable to the District. Applicant shall take out and maintain at all times during the life of the contract, the following policies of insurance:

A. Workers Compensation Insurance to cover its employees. Applicant shall provide workers compensation insurance as required by the Labor Code of the State of California for all of its employees. All workers compensation policies shall be endorsed with the following specific language or contain equivalent policy language:

This policy shall not be cancelled without first giving thirty (30) days prior written notice to the Coast Life Support District by certified mail.

B. Public Liability Insurance: Personal injury and property damage insurance for all activities of the applicant arising out of or in connection with the contract, written on a comprehensive general liability form including protective coverage, blanket contractual, complete operations, vehicle coverage, and employer's non-ownership liability coverage in an amount no less than one million dollars (\$1,000,000.00), combined single limit personal injury and property damage for each occurrence. Applicant shall have the District named as an additional insured in the insurance policy, which shall contain the following clauses by endorsement or contain equivalent policy language:

(1) The District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this contract.

(2) This insurance is primary insurance and no insurance of the Coast Life Support District will be called on to contribute to a loss under said policy.

(3) This insurance policy shall not be cancelled, altered, or non-renewed without thirty (30) days prior written notice thereof given to the Coast Life Support District by certified mail.

(4) The inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured but the inclusion of more than one insured shall not operate to increase the limit of the company's liability.

C. Medical Liability Insurance: Applicant shall procure and maintain throughout the term of the contract comprehensive medical liability insurance in the amount of no less than one million dollars (\$1,000,000.00). Applicant shall have the District named as an additional insured in the insurance policy, which shall contain the following clauses by endorsement or contain equivalent policy language:

(1) The coverage afforded by this policy includes operations performed for the additional insured by the named insured in fulfilling the underlying contract with the additional insured.

(2) This insurance is primary insurance and no insurance of the District will be called on to contribute to a loss under said policy.

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(3) This insurance policy shall not be cancelled, altered, or non-renewed without thirty (30) days prior written notice thereof given to the District by certified mail.

(4) The inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured but the inclusion of more than one insured shall not operate to increase the limit of the company's liability.

- *Describe current workers compensation, public liability, and medical liability coverage.*
- *If any of the specific language provided above is not available from your insurance carrier, provide a letter from the insurance carrier so stating and providing alternative language.*
- *The required certificates of insurance must be provided upon execution of the contract.*

9. Applicant agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, defend, release and hold harmless the District, its officers, agents, and employees, from and against any and all claims, actions, damages, liabilities or expenses that may be asserted by any person or entity including applicant, arising out of or in connection with applicant's execution of the work covered by the contract, but excluding liability due to the sole active negligence or sole wilful misconduct of the District. This obligation is not limited by any limitation on the amount or type or damages or compensation owed by the District or the applicant, their agents or employees, under worker's compensation acts, disability benefit acts, or other employment benefit acts.

Advertising

10. Applicant agrees that it will use the phrase Urgent Care (as differentiated from Emergency Care) services in any advertising and public relations materials, including, but not limited to, organizational websites, mailings, flyers, yellow pages, and newspaper advertisements.

Non-Discrimination

11. Applicant shall comply with all applicable federal, state, and local laws, rules, and regulations regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

Contract

12. Applicant shall either stipulate that no exceptions are taken to the proposed contract, as shown in Appendix 4, or shall list and thoroughly describe every exception taken. (NOTE: Any proposed changes to the contract must be identified as part of the application).

SECTION VII -- APPENDICES

This form should be reproduced onto the applicant's letterhead. It should be placed in an envelope and marked "Coast Life Support District Statement of Intent."

APPENDIX 1
STATEMENT OF INTEREST

_____ hereby states its interest in submission of a proposal for delivery of urgent medical care services to the Coast Life Support District, in accordance with CLSD RFP #14-01.

Bidding Organization

Type of organization (e.g. corporation, partnership joint venture etc)

Place of incorporation or organization

Federal Employer I.D. Number

BY: _____
Signature of Authorized Representative

Name (Typed or Printed)

_____ _____
Title Date

CONTACT INFORMATION

Contact Person	
Mailing Address	
Telephone	Fax
E-mail Address (if available)	Other Phone

This form must appear on the front of the proposal.

APPENDIX 2
PROPOSAL COVER SHEET

Applicant _____

Mailing Address _____

CONTACT INFORMATION

Contact Person	
Mailing Address	
Telephone	Fax (if available)
E-mail Address (if available)	Other Phone

This proposal is submitted to the Coast Life Support District by

Bidding Organization

BY: _____
Signature of Authorized Representative

Name (Typed or Printed)

Title

Date

FOR COAST LIFE SUPPORT DISTRICT USE ONLY

Date Received _____ Date Reviewed _____

This form must be reproduced onto the applicant's letterhead. It should be placed in a sealed envelope with the applicant's name and marked "COAST LIFE SUPPORT DISTRICT BID".

COAST LIFE SUPPORT DISTRICT

APPENDIX 3
BID SHEET

_____ (hereafter referred to as "Applicant") proposes to provide Urgent Care services to the Coast Life Support District (hereafter referred to as "District") in accordance with the terms of the proposal, dated _____ and signed by _____ in exchange for the following payment:

_____ dollars (\$_____) during the period of July 1, 2023 (or actual starting date) to June 30, 2028.

The monthly payment for the contract period excluding any extensions shall be:

_____ dollars (\$_____) per month.

An extension will be granted if the District and the Provider mutually agree on an extension. The District may award up to two contract extensions of up to two years each, under all of the same terms and conditions of the original.

In submitting this proposal/offer, Applicant hereby affirms its full understanding of all terms set forth in the Request for Proposals (RFP) issued by District. Further, applicant certifies the completeness and accuracy of all information contained in the applicant's response to the RFP and supplied to District during the bidding process. Applicant's proposal constitutes a firm and binding offer by Applicant to perform the services as stated during the period between July 1, 2023 and June 30, 2028, unless other dates are agreed to in the Agreement.

Applicant further affirms that Applicant will meet or exceed bidding specifications unless exceptions have been specifically noted in the proposal.

Bidding Organization

BY: _____
Signature of Authorized Representative

Name (Typed or Printed)

Title

Date

COAST LIFE SUPPORT DISTRICT

APPENDIX 4
PROPOSED CONTRACT

AGREEMENT

The following is an agreement (“Agreement”) between the Coast Life Support District, a political subdivision of the State of California (hereinafter “District”) and Redwood Coast Medical Services, (hereinafter “Provider”).

RECITALS

WHEREAS, Provider represents that it is a duly qualified and licensed Federally Qualified Health Center, experienced in Urgent Medical Care and related services; and

WHEREAS, in the judgment of the Board of Directors, it is necessary and desirable to employ the services of Provider for the provision of Urgent Medical Care to the community.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

AGREEMENT

1. **Scope of Services.**

1.1 **Provider’s Specified Services.** Provider shall perform the services described in the District’s Request for Proposals (“RFP”) which is attached hereto as Exhibit “A”, and Provider’s response to the RFP dated _____, 2022 (“Proposal”) which is attached hereto as Exhibit “B”. Provider shall provide urgent medical care according to the terms and conditions of the RFP and the Proposal, except as may be modified by any agreements contained in Exceptions to CLSD RFP-14-01 Specifications As Agreed To By District, attached hereto as Exhibit “C”.

1.2 **Cooperation with District.** Provider shall work closely with District and District staff in the performance of all work hereunder.

1.3 **Performance Standard.** Provider shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Provider’s profession. If District determines that any of Provider’s work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or both of the following: (a) require Provider to meet with District to review the quality of the work and resolve matters of concern; (b) terminate this Agreement pursuant to the provisions of Article 4.

1.4 **Assigned Personnel.** Provider shall assign only competent personnel, as required by CLSD RFP-14-01 Section III, to perform work hereunder.

COAST LIFE SUPPORT DISTRICT

2. Payment. For all services and incidental costs required hereunder Provider shall be paid in accordance with the payment terms set forth in Section II of the RFP.

3. Term of Agreement.

3.1 Initial Term. The initial term (“initial term”) of this Agreement shall be from July 1, 2023 to June 30, 2028, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. At any time after the first year of Agreement and without cause, either the District or the Provider shall have the right, in its sole discretion, to terminate this Agreement by giving one hundred eighty (180) days written notice to Provider. In the event of such termination, District shall pay Provider for services satisfactorily rendered to the date of termination.

4.2 Termination for Cause. Should Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Provider written notice of such termination, stating the reason for termination. In such event, Provider shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Provider bear to the total services otherwise required to be performed for such total fee; provided, however, that District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Provider.

5. Indemnification. Provider agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Provider, arising out of or in connection with the performance of Provider hereunder, whether or not there is concurrent negligence on the part of District, but excluding liability due to the sole active negligence or sole wilful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Provider or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts. In addition, Provider shall be liable to District for any loss or damage to District property arising from or in connection with Provider’s performance hereunder.

6. Insurance. With respect to performance of work under this Agreement, Provider shall maintain and shall require all of its subcontractors, Providers, and other agents to maintain, insurance as described below:

6.1 Workers’ Compensation Insurance. Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

- a. This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the District.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- a. The District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the District.

6.3 Professional liability insurance. Comprehensive professional liability insurance for all activities of Provider arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

- a. The District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the District.

COAST LIFE SUPPORT DISTRICT

6.4 Documentation. The following documentation shall be submitted to the District:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of Agreement.
- c. Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.

6.5 Policy Obligations. Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.6 Material Breach. If Provider, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Provider resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Provider, District may deduct from sums due to Provider any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

7. Prosecution of Work. The execution of this Agreement shall constitute Provider's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar Labor disturbances, the time for Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Provider has been delayed.

8. Extra or Changed Work. Only the Board of Directors may authorize extra or changed work. The parties expressly recognize that District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Provider shall be entitled to no compensation whatsoever for the performance of such work. Provider further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the Board of Directors.

9. Representations and Warranties of Provider.

9.1 Standard of Care. District has relied upon the professional ability and training of Provider as a material inducement to enter into this Agreement. Provider hereby warrants that all

COAST LIFE SUPPORT DISTRICT

its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Provider's work by District shall not operate as a waiver or release.

9.2 Status of Provider. The parties intend that Provider, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Provider is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Section 4, above, Provider expressly agrees that he shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Provider agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Provider's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Provider agrees to furnish District with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Provider shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Provider further covenants that in the performance of this Agreement no person having any such interest shall be employed.

9.6 Non-discrimination. Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All non-discrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper

deliver, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO: District Administrator
Coast Life Support District
P.O. Box 1056
Gualala, CA 95445

TO: Provider:

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Provider and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Provider and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.4 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

COAST LIFE SUPPORT DISTRICT

13.5 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have not effect on its construction or interpretation.

13.6 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.7 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of March 1 2023.

Provider:

By:

Name:

Title:

District:

COAST LIFE SUPPORT DISTRICT

By:

Name: Geoff Beaty

Title: President, Board of Directors

COAST LIFE SUPPORT DISTRICT

EXHIBIT C

Exceptions to CLSD RFP-14-01 Specifications As Agreed To By District