



Emergency Medical Services Agency

Request for Proposal for
Emergency Ambulance Services and
EMS System Performance Specifications for
Contra Costa County California

September 7, 2004

Proposal submittal deadline:

Thursday, November 4, 2004, 4:00 p.m.

Contra Costa Health Services
Emergency Medical Services Agency
1340 Arnold Drive, Suite 126
Martinez, CA 94553

(925) 646-4690 fax (925) 646-4379

www.cccems.org

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Section

I

System Design Summary

A. Overview

Contra Costa County (County) is a political subdivision of the State of California with authority for designating emergency ambulance service providers through a competitive procurement managed by the Contra Costa County EMS Agency. The County desires to enter into a performance based Agreement with the selected emergency ambulance service provider to deliver the services specified in this Request for Proposal.

A successful emergency medical system has three consumer objectives: help prevent lost lives, minimize patients' physical pain, and reduce the expenses associated with catastrophic injury or illness. The County seeks to meet these objectives now and in the future, while ensuring good value for the community's investment.

The purpose of Contra Costa County's EMS Agency is to sustain its high performance EMS system. Essential elements of this high performance system include:

- Prevention and early recognition
- Bystander action/system access
- Medical Dispatch
- Telephone protocols & pre-arrival instructions
- First responder and ambulance dispatch
- First responder services (ALS and BLS)
- Transport ambulance services
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

The County desires to ensure the provision of high quality EMS service within its Service Areas in order to provide for the public health and safety. Response times are one measure of a high performance system. This comprehensive systems approach requires creating geographic and density based response time zones and achieving ambulance response times for life-threatening emergencies within defined time frames in each of those zones.

The approach involves the County maintaining certain items of infrastructure for the system in the public domain while using the Contractor's entrepreneurial talent to manage the day -to-day

operations. This model has been designed to ensure high quality clinical care, provide efficient and reliable EMS services at a reasonable cost to consumers, and provide the community with an operationally and financially stable system.

The County intends for the Contractor to be the sole provider of Emergency Ambulance services in the designated areas of the County covered by this Request for Proposals (RFP).

This is a Request for Proposal (RFP) for an emergency medical ground transportation system at an Advanced Life Support (ALS) level of service for Contra Costa County. The successful Proposer will be awarded an exclusive five-year contract to respond to 9-1-1 and other public safety or County generated ambulance requests for the period 01 July 2005 through 30 June 2010, with an option to extend by mutual agreement for up to two 2-year periods.

Contra Costa County will contract with a single entity to provide these services. Contractor shall be required to respond to all emergency and urgent medical calls within the designated geographic area of responsibility when requested by County or County-designated medical dispatch center(s). Each Proposer is required to submit a Proposal describing Proposer's qualifications to provide emergency ambulance service and plans to meet or exceed the performance standards identified in this RFP.

B. Emergency Response Areas (ERA's)

Proposals are being sought for three of the County's five designated Emergency Response Areas or ERA's. Maps of the ERA's are included in Appendix 1.

ERA 1—Including (1) all of west County including the cities of Richmond, El Cerrito, San Pablo, Pinole, and adjacent unincorporated areas and (2) the central County cities of Martinez, Pleasant Hill, Lafayette, Walnut Creek west of Interstate 680, and surrounding unincorporated area except for those portions of ERA 1 contained within the Moraga-Orinda Fire Protection District

ERA 2—Including the central County cities of Concord, Clayton, Walnut Creek east of Interstate 680, and adjacent unincorporated areas.

ERA 5—Including the cities of Pittsburg, Antioch, Brentwood, and the unincorporated areas of east County.

The areas of the Moraga-Orinda Fire Protection District that comprise ERA 3 and a portion of ERA 1, and the areas of the San Ramon Valley Fire Protection District that comprises ERA 4 are excluded from this procurement process. Except for the exclusion of the areas of these two fire districts, this RFP covers the entire area of Contra Costa County.

Proposers must submit a Proposal for the provision of emergency ambulance services for all three ERA's covered in this RFP.

C. Background

The three ERA's covered by this RFP have had advanced life support (paramedic) ambulance services to respond to medical emergencies since the late 1970s and the existing Contractor has provided these services since 1991 under a performance-based Agreement that has resulted in achieving specified response times and services levels. The EMS system performance expectations and design have evolved over the last two decades with the expansion of ALS first response by the fire departments, improvements in clinical care, the implementation of non-transporting ALS quick response vehicles, and other improvements.

In 2002 the County undertook a process to evaluate the current system and to determine if changes could be made to integrate the first responder and ambulance services and to maximize the use of the system resources. This RFP incorporates changes in the system design accepted during this process.

D. Overview of EMS System Design

Requests for assistance to medical emergencies typically are made through the 9-1-1 phone system. These calls are answered at the County-designated medical dispatch centers. Personnel at the centers identify the caller's needs and if medical aid is needed follow priority dispatching protocols to identify the nature of the call and location. This information is transferred to the ambulance service Contractor (via phone or electronic data interface) and to the fire department first response agency, if appropriate. The two County-designated fire/medical dispatch centers answering requests for medical assistance in the relevant ERA are operated by Contra Costa County Fire and Richmond Police.

The initial response to a potentially life threatening incident includes both a first response unit and a paramedic-staffed ambulance. The location of fire stations throughout the County enables firefighters to make a rapid initial response to a medical emergency. The expansion of ALS first response by the fire departments has allowed changes to the system response times to emphasize the initial response of paramedics rather than the transporting ambulance.

Emergency ambulance service is provided by the County's emergency ambulance Contractors, American Medical Response in ERA's 1, 2 and 5 covering about 90 percent of the County, San Ramon Valley Fire District in ERA 4, and Moraga-Orinda Fire District in ERA 3 and a portion of ERA 1. Depending upon the nature of the incident, an ambulance may be dispatched Code 3 (red lights and siren) or Code 2 (immediate response, but following normal traffic regulations).

Only ALS units are dispatched to potentially life threatening incidents. Currently, most ALS ambulance units are staffed with two paramedics. Paramedics work under the direction of base hospital medical personnel and are able to administer advanced life support. Basic life support (BLS) ambulance units staffed by two EMT-Is may be used for non-life-threatening

responses including calls so designated through emergency medical dispatch protocols, mental health transports requested by law enforcement, and inter-facility transfers.

Patient treatment and transport are carried out under State laws and regulations, as well as County EMS Agency policies and procedures. These policies may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and County EMS protocols. Critical patients are normally transported to a nearby emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive and patient meets helicopter transport criteria.

Further information regarding Contra Costa's EMS system can be found in the Contra Costa County Emergency Medical Services Agency's "2003 Annual Program Report" and in the "Emergency Medical Services System Plan." Both of these documents are available on the Emergency Medical Services Agency's website.

E. New EMS System Innovations

The expansion of the ALS first responder program among County fire agencies has precipitated changes in the emergency ambulance service Contractor's performance requirements and in a reallocation of system funding to partially support the fire agencies' efforts and expenses. The EMS system has focused its efforts on getting paramedical care to patients in the shortest possible time frame whether it is from fire agency first response, emergency ambulance service, or non-transporting ALS quick response vehicles (QRVs). When ALS response time performance is provided by first responding agencies and quick response vehicles, the transporting ambulance response time requirements are not as stringent.

Secondly, with the expansion of paramedic first response services, the need for two paramedics staffing every emergency ambulance is decreased.

The combined effect of lengthening response times in certain zones and not requiring two paramedics reduces the emergency ambulance services staffing and deployment requirements—therefore reducing expenses.

In order to capitalize on these changes, the County has modified its system design and performance requirements in this RFP. The important changes are described in the following paragraphs.

1. Emergency Response Zones Established

The three ERA's were divided into five (5) Emergency Response Zones (ERZ). This was achieved to allow for integrated paramedic first responder and paramedic ambulance services on a zone by zone basis conditioned on fire services in a specific zone being ready to provide paramedic first responder coverage for the zone. The zones are:

- Zone A—City of Richmond (Richmond Fire)
- Zone B—West County, except Richmond (El Cerrito Fire, Contra Costa County Fire, Rodeo-Hercules Fire, Pinole Fire, Crockett-Carquinez Fire)
- Zone C—Central County (Contra Costa County Fire)
- Zone D—Pittsburg, Bay Point, Antioch area (Contra Costa County Fire)
- Zone E—East County (East Contra Costa County Fire)

See Appendix 2 for maps of the Emergency Response Zones.

2. Quick Response Vehicle Program Expanded

The Contractor will be required to provide four (4) non-transporting paramedic quick response vehicles (QRV's) 24 hours per day, 7 days per week. Three of these units will be deployed in East County and one will be positioned in the northwestern portion of the County.

These units will be provided by the Contractor at the Contractor's expense. There shall be no charge to the County or charges to patients serviced by these units. The expansion of the QRV paramedic first response units will provide quicker paramedic response in those areas that do not have ALS first response from the fire agencies.

3. Minimum Crew Configuration Modified

With the existing and forthcoming ALS engine-company first response, the need for two paramedics on every ambulance is decreased. Therefore, the minimum staffing for emergency ambulances in ERZ B, C, D, and E will be one EMT-Paramedic and one EMT-I.

Ambulances that generally service the City of Richmond will retain the two-paramedic staffing configuration.

4. Transporting Ambulance Response Times Lengthened

The emergency ambulance response time requirements have been lengthened in ERZ B, C, D, and E. Life-threatening emergencies will require an ambulance response within eleven minutes fifty-nine seconds (11:59) for ninety percent (90%) of all Priority One responses.

The response time requirements for the City of Richmond will remain the same including the Priority One response time requirement of ninety-five percent (95%) within ten minutes and 0 seconds (10:00).

5. Emergency Ambulance Service Subsidy Eliminated

With the changes implemented in the EMS system design, it is anticipated that the emergency ambulance service Contractor will be able to provide the required services without a direct subsidy from the County.

Contractor is to invoice County for patients transported for whom the County Health Services is financially responsible. These transports will be billed to the County at MediCal payment rates for indigent patients and at the Medicare rate for non-indigent patients.

F. Relevant Information Regarding Service Areas

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

1. Historical Service Volume

The call and transport volumes for the ERA covered by the RFP are included in the EMS Agency's Annual Report. This can be found downloaded at <http://www.cccems.org/>.

2. Current Approved Ambulance Service Rates

The current approved ambulance service rates are included in Appendix 3.

3. Current System Performance

The response time performance of the current system is delineated in Appendix 4.

Section



Procurement Information

A. Performance-Based Contract

The result of the procurement will be an award of a performance-based contract. The resulting Agreement will require the highest levels of performance and reliability, and the demonstration of effort, even diligent and well-intended effort will not replace demonstrated performance results. Failure to perform will result in financial penalties and may cause the replacement of the Contractor.

The essential areas where performance must be achieved include:

- Ambulance and QRV response times
- Ambulance and QRV equipment and supply requirements
- Ambulance and QRV staffing levels including personnel with current and appropriate levels of certification/licensure
- Clinical performance consistent with approved medical standards and protocols
- Comprehensive quality improvement and compliance activities and results
- Accurate and timely reporting
- Customer and community satisfaction with the services provided

The resulting Agreement is not a level-of-effort contract. In accepting the Proposer's offer, the County accepts the Proposer's promise to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required by the EMS System Specifications.

B. Notice to Proposers

This Request for Proposal does not commit the Contra Costa County Health Services Department (County) to award a contract, to pay costs incurred in the preparation of a Proposal responding to this request, or to procure a contract for service. County reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with qualified Proposers the restructuring of system design elements, or to cancel in part or in its entirety the Request for Proposal if it is in the best interests of the County to do so. The County may also require the Proposer selected to participate in negotiations concerning contract price or the nature and extent of services to be provided. Although cost to the County and cost to the consumer will be considered as part of the Proposal, this procurement is **not** a

low bid process. The contract, if awarded, will be negotiated with the Proposer who can best meet the County's needs as identified in this Request for Proposal.

C. Use of Own Expertise and Judgment

Each Proposer is specifically advised to use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Contract. By "methods" the County means compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organization's strategies and activities.

The County specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement.

D. Procurement Time Line

The following schedule is proposed for the procurement. Any changes to the schedule will be published on the Contra Costa County EMS Agency's website and organization's requesting the RFP will be notified by the EMSA.

27 July 2004	Board approval of RFP
7 September 2004	Release of the RFP
16 September 2004 4:00 p.m.	Deadline for submission of suggested RFP changes and written questions to be answered at Pre-Bid Conference
22 September 2004 1:00 pm	Proposers conference at Summit Center, Carquinez Room, 2530 Arnold Drive, Martinez
29 September 2004	Addendum to RFP to be distributed
4 November 2004 4:00 p.m.	Proposals due and Public Proposal Opening
18 November 2004	Proposer presentations
1 December 2004	Proposal review and recommendation to Board completed
14 December 2004	Presentation to Board; negotiation of contract authorized
7 January 2005	Contract negotiations completed
15 March 2005	Board approval of contract
01 July 2005	Startup of new contract

E. Procurement Process

1. Pre-Bid Process

Questions regarding, or suggested changes to, the Request for Proposal should be submitted in writing to:

Art Lathrop
EMS Director,
1340 Arnold Drive, Suite 126
Martinez, CA 94553

By facsimile to (925) 646-4379

Or, by email to ALathrop@hsd.co.contra-costa.ca.us

This material will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. on the date specified in the Procurement Time Line.

2. Proposers' Conference

A Proposers' Conference will be held to answer questions regarding the RFP specifications and process. The conference will be held at the time and place specified in the Procurement Time Line. All written material received from potential Proposers, as well as any related County responses, will be distributed to all attendees of the Proposers' conference. Any changes or clarifications to the Request for Proposal made following the Proposers Conference will be distributed to all potential Proposers who attend the Proposers' conference, or who have indicated in writing their intent to submit a Proposal.

3. Proposal Submission

One (1) original and twelve (12) copies of Proposals shall be submitted by 4:00 p.m., Pacific Standard Time. A CD-ROM of the Proposal and attachments in Microsoft Word or PDF format shall accompany each Proposal. Any Proposals received after the deadline will not be considered. No Proposal may be withdrawn for a period of ninety (90) days after the scheduled deadline for receipt of the Proposals.

Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled to indicate the Request for Proposal number and name.

Proposals shall be delivered to:

Contra Costa County
Health Services Department
Emergency Medical Services Agency
1340 Arnold Drive, Suite 126
Martinez, CA 94553

4. Public Proposal Opening

All proposals received prior to the time set for opening shall be kept unopened and secured in a locked area. All proposals received prior to the deadline will be publicly opened at the EMS Agency offices at 4:00 p.m. PST, November 4, 2004. General information about each proposal will be recorded and read aloud to the persons present.

5. Additional Proposer Responsibilities

Proposers may be requested to provide additional information, documentation or a formal oral presentation to the proposal review panel. Such requests will be fulfilled by the Proposer or their Proposal may be rejected.

F. Proposal Instructions

1. Proposal Format

It is the intent of the County to ensure that all Proposals be concise and directly respond to the required information in this RFP. In order to facilitate the evaluation process, Proposals shall be limited in size. The following requirements shall be adhered to:

The entire Proposal and exhibits shall be contained within two (2) 1" three ring binders. One binder shall contain the narrative and the second the exhibits.

The narrative portion of the Proposal shall be limited to fifty (50) pages.

The narrative portion will adhere to the following specifications:

- Easily readable font, no smaller than 12 point
- Line spacing no smaller than 1 1/4 lines
- Single sided page printing
- Standard 8 1/2 by 11" paper
- Pages must be numbered sequentially

The exhibits shall be inserted in the second binder. Each exhibit shall be labeled and referenced in the narrative.

2. Mandatory Table of Contents

The Proposals shall be written to directly respond to evaluation criteria presented in Section II-H. Table of Contents that must be adhered to is also provided in that section

Proposals shall incorporate all information requested in this RFP, in the order that it is requested. County performance standards for emergency ambulance service are

identified in the Service Proposal and System Specifications Sections of the RFP and shall be addressed in the manner identified for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal to provide additional detail. Any exhibits or attachments should be incorporated into a supplemental "reference document" which is to be in a separate binder from the narrative of the Proposal.

Each Proposal must contain all forms located in Appendix 5 of this RFP. The first page of the RFP is to consist of Form A - Face Sheet.

G. Proposal Evaluation Process

1. Proposal Review Panel

The procurement process will be conducted by the County Health Services Department's EMS Agency. A multi-disciplinary proposal review panel, approved by the County, will be empanelled to evaluate and rank all Proposals received in response to this RFP. Meetings of the proposal review panel will be closed to the public. Rankings and recommendations will be submitted to the Health Services Director. The Health Services Director may consider any other pertinent information before making his recommendation to the Board of Supervisors.

To assure a fair process for all Proposers, review panel members will be asked to avoid discussing any Proposals or the RFP process with any Proposer. Proposers shall avoid any communications regarding Proposals or the RFP process with any panel member outside of the formal procurement process. If it is determined that Proposer participation in such communications has occurred, Proposer's Proposal may be disqualified.

2. Proposal Review Process

Proposals that, in the judgment of the proposal review panel, do not meet the minimum requirements of this Request for Proposal will be considered unresponsive and disqualified.

The Review Process includes the following steps.

- Each reviewer will be provided a copy of each responding organization's Proposal. The reviewer will be expected to read each Proposal prior to convening of the review panel.
- A discussion of all Proposals will take place.
- Each Section of the Proposals will be evaluated separately. (e.g. Clinical Offerings, Operational Proposals, etc.) The minimum requirements contained in the RFP will be presented and each organization's response to those requirements will be discussed.

- After a full discussion is completed on each Section, reviewers will then complete the individual ranking sheet for each Proposal using the scoring guidelines discussed in a later section of this RFP.
- The points awarded by each reviewer will be totaled by section and then the overall average calculated.
- The recommendations of the review panel and the rankings of the proposals will be forwarded to the Health Services Director.
- The Health Services Director will make a recommendation to the Board of Supervisors.

EMS Agency with the assistance of its consultant shall serve as staff to the review panel but shall not participate in the scoring of proposals.

3. Post Submission Presentation

Proposers will be asked to meet with the proposal review panel to provide additional information, provide a formal presentation, and answer questions. The date of the Proposers' presentations is included in the Procurement Timeline.

4. Investigation

Upon completion of proposal review panel evaluations, County staff may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiry or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

Prospective Proposers are advised that County reserves the right to continue its investigation of claims after contract award and throughout the term of the contract, and that the furnishing of false or misleading information during the bid process may constitute a major breach of contract even if discovered after contract award.

5. Notification

Proposers will be notified of the status of their proposal (recommended for selection, not recommended for selection, or disqualified) following completion of the proposal review process. Notification will be by facsimile transmission to the telephone number given in the proposal for receipt of facsimiles.

If a Proposal is rejected, the Proposer will be notified, in writing, of the specific reason that caused the rejection.

6. Protest

Any protest of the recommendation of the proposal review panel must be made in writing within five business days following above notification, to the Health Services

Director. The Health Services Director shall consider the merits of the protest and such additional information that, in his judgment, is pertinent to the issue of the protest before making a recommendation to the Board of Supervisors.

7. Withdrawal of Proposals

Proposals may be withdrawn prior to the official public opening at the time and date identified in the Procurement Timeframe. No proposals shall be allowed to be withdrawn after this date.

8. Canceling the Procurement Process after Opening

The procurement process may be cancelled after opening, but prior to award, when the contracting officer determines in writing that cancellation is in the best interest of the County for reasons specified (e.g. inadequate specification in the RFP, acceptable proposals received contain unreasonable prices, proposals were collusive, no proposal meets minimum RFP requirements, County determines after analysis of proposals that needs can be satisfied less expensively, or other valid reason).

9. Award

The final decision on contract award will be made by the Board of Supervisors following recommendation from the Health Services Director. If for any reason the selected proposer is unable to enter into a contract with the County in a timely manner in accordance with the time interval identified in the RFP for contract negotiation, the Health Service Director may recommend selection on an alternate proposal to the Board of Supervisors.

10. Required Bond

The successful Proposer will be required to sign a contract with County according to time schedule as identified in the RFP Timetable or post a \$50,000 bid bond by that date if negotiations have not been completed. The bid bond requirement will not apply to public safety agencies.

11. Required Emergency Ambulance Permit

Contra Costa County has an Ambulance Services Ordinance that governs ambulance services within the County. Pursuant to the Ambulance Services Ordinance, an ambulance company providing emergency and/or non-emergency ambulance services must obtain the appropriate Ambulance Service Permit. The successful Proposer will be required to obtain a Contra Costa Emergency Ambulance Service Permit to provide emergency ambulance services in Contra Costa County. County fee for a three (3) year Emergency Ambulance Service Permit is \$1,500 for each Emergency Response Area (three ERA's are included in this procurement process).

The Contra Costa County Ambulance Services Ordinance and application forms are available on the EMS Agency website at www.cccems.org, or at the EMS Agency.

12. Scoring Criteria

It is the County's specific intent that the clinical and operational quality of service be the primary factor in this procurement although financial issues are an important consideration. Therefore, the County's scoring methodology includes the opportunity for points to be awarded to those Proposers whose service quality is independently judged on an objective basis to be clearly superior and to be most cost effective.

Each section of all Proposals will be scored after discussions of the Performance Requirements and the Proposers' Responses prior to the scoring of the next section.

The best Proposer's response for a particular section will receive the total points available for that section. The reviewers will then rate the other Proposals, based on their evaluation of the offerings an equal or lesser score for the section. For example, Proposer # 1 offers to exceed the minimum performance standards for a particular section and Proposer # 2 offers to meet the standards. Proposer # 1 would receive the total points available for the section and Proposer # 2 would receive a lesser number of points based on the Reviewer's judgment of how the Proposals compare.

Examples of areas for which the Proposer might offer enhancements and proposals to exceed minimum requirements may include, but are not limited to the following:

1. Response time/performance standards
2. Level of clinical sophistication
3. Dispatch and communications systems
4. Technology commitment
5. Type of vehicles
6. Compensation package and working conditions
7. Commitment to advancing EMS System

H. Evaluation Criteria

The following outlines the criteria that will be scored in the Proposal Review Process. The Proposers must follow the mandatory table of contents, which is replicated below with the criteria and the total points to be awarded for each section.

All Proposers are required to achieve minimum specifications and performance requirements contained in this RFP. In evaluating each Proposer's response to the criteria, a Proposer's offer to exceed minimum requirements will be considered when Proposals are scored.

1. Mandatory Table of Contents and Evaluation Criteria

This section includes the criteria that will be considered in scoring the Proposals. It also includes the required Table of Contents with Sections 1 through 8.

Section 1: Credentials and Qualifications

This section will be evaluated to determine whether or not the Proposer has the experience, resources and financial structure to provide the services identified in the request for proposal, and will be rated as "qualified" or "not qualified." The following qualifying criteria will be used:

- 1.1 Experience as a sole provider in providing Advanced Life Support (paramedic) service.
- 1.2 Demonstrated ability to meet response time standards.
- 1.3 Demonstrated ability to provide high level of clinical performance.
- 1.4 Financial strength and stability.
- 1.5 Demonstrated expertise in EMS system management.

Section 2: Commitment to Clinical Quality

The County intends to maintain or improve the level of clinical sophistication and care delivery in the EMS System. This section will be evaluated to determine the Proposer's plan to achieve this goal. The following criteria will be used:

- 2.1 Clinical quality improvement processes and resources committed to implementing and maintaining a comprehensive Q.I. program.
 - 2.1.1 Financial commitment
 - 2.2.2 Staff commitment
- 2.2 Continuing education program
- 2.3 Clinical benchmarking and research activities
- 2.4 Personnel certification and training requirements
- 2.5 Medical equipment and supplies
- 2.6 Collection and use of patient care data
- 2.7 Community injury and illness prevention activities

- 2.8 Additional commitment to improve EMS System's clinical care

Section 3: Commitment to Employees

The Proposal will be evaluated and scored based on the following criteria:

- 3.1 Employee compensation and benefits
- 3.2 Commitment to maintain incumbent workforce
- 3.3 Employee recruitment, selection, and orientation policies and programs
- 3.4 Provision of field supervision
- 3.5 Leadership and supervisory training
- 3.6 Diversity awareness training and involvement plan
- 3.7 Internal health and safety programs

Section 4: Operations Management

The Proposal will be evaluated and scored based on the following criteria:

- 4.1 Commitment to response time standards
- 4.2 Initial deployment plan and mechanisms for fine-tuning plan
- 4.3 Ambulance and support vehicle fleet
- 4.4 Equipment and fleet maintenance
- 4.5 Dispatch center operations
- 4.6 Communications system commitment and management
- 4.7 Commitment to advanced technology
- 4.8 Non-transporting paramedic staffed quick response vehicles

Section 5: Commitment to EMS System and Community

- 5.1 Participation in EMS System development
- 5.2 Public education programs
- 5.3 Customer service monitoring and improvement processes
- 5.4 Development and integration of First Responder program

- 5.5 Commitment to EMS System stakeholders including public safety, medical providers, County and others
- 5.6 Disaster planning assistance and response
- 5.7 Mutual aid and stand-by services

Section 6: Management and Administration

- 6.1 Key personnel commitment
- 6.2 Compliance plans and policies
 - 6.2.1 Federal healthcare program compliance
 - 6.2.2 HIPAA compliance
 - 6.2.3 Compliance with local, state, federal laws, regulations, and rules
 - 6.2.4 OSHA and other state and federal program compliance
- 6.3 Commitment to accreditation
- 6.4 Billing and collection policies
- 6.5 Proposed implementation plan

Section 7: Organizational Requirements

The following criteria must be addressed and supported in the Proposal. The support includes the provision of audited financial statements for the most recent fiscal year and other documents.

- 7.1 Organizational ownership and legal structure
- 7.2 Organizational background and number of years under present business name, as well as related prior business names
- 7.3 Similar contracts completed or ongoing during last five (5) years (year, services, dollar amount, location and contracting agency)
- 7.4 Details of failure or refusal to complete a contract
- 7.5 Financial interests in related businesses
- 7.6 Names of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five (5) years

- 7.7 A description of experience in the service to be provided or similar experience of principal individuals of the prospective contractor's present organization
- 7.8 A list of major equipment to be used for the direct provision of services
- 7.9 Financial statements to support organization's financial ability to perform services
- 7.10 A list of commitments, and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect the responder's ability to perform the contract
- 7.11 Business or professional licenses or certificates required by the nature of the contract work to be performed and held by the responder
- 7.12 Working capital sources and amount required for startup
- 7.13 Summary of any and all federal, state, or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer's organization and affiliated organizations within the last three (3) years.
- 7.14 Summary of all resolved or ongoing litigation involving the Proposer's organization including resolution or status.
- 7.14 Method and ability to provide required performance security

Section 8: Proposed Pricing

Each Proposer is required to complete each line on the three Price Sheets included in Appendix 6. The Optional services prices will not be considered in the scoring of the Proposals but will allow the County to determine the cost of the identified services for possible implementation.

- 8.1 Proposed patient charges
- 8.2 Proposed service charges
- 8.3 Optional services price list

I. Scoring Matrix

The matrix that will be used in the Proposal review process is defined below. The total points that can be awarded for each area are identified.

Section	Section Title	Total Points
1	Credentials and Qualification	0
2	Commitment to Clinical Quality	250
3	Commitment to Employees	250
4	Operations Management	200
5	Commitment to EMS System and Community	200
6	Management and Administration	150
7	Organizational Requirements	100
8	Proposed Pricing	250
	TOTAL POSSIBLE POINTS	1,400

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Section



Service Plan

This and the subsequent two sections define the Service Plan that is to be proposed in response to this Request for Proposal.

A. County's Responsibilities

In this performance-based approach it is the County's responsibility to:

- In accordance with this RFP to select and enter into an Agreement with an Emergency Ambulance Service Provider;
- Provide contract administration and management services for the Agreement
- Monitor the EMS system's performance and compliance with these performance based specifications
- Commit along with the County's fire agencies to the continued development of a high quality ALS First Response service on life-threatening incidents;
- Provide certain County owned assets for the Contractor's use;
- Provide Medical Direction for the system
- Contract with first response agencies for the provision of ALS first response services;
- Develop and modify EMS system protocols and procedures;
- Contract with base hospitals to provide on-line medical control
- Secure or provide, in the event of Contractor's default, an EMS delivery system that represents the interests of its taxpayers and the general public as consumers of EMS services within the County.

B. Contractor's Functional Responsibilities

Contractor shall provide emergency ambulance services, as requested by the County's designated public safety dispatch center(s), in County-specified Emergency Response Areas 1, 2 and 5, except for those portions of ERA 1 contained within the Moraga-Orinda Fire Protection District. Emergency ambulance ERA's are delineated in the map entitled "Emergency Response Areas of Contra Costa County", as amended, on file in the office of the Sheriff-Coroner and Clerk of the Board of Supervisors. Such services shall be provided in accordance with the requirements of Health and Safety Code Sections 1797 et seq., Division 48 of the Contra Costa County Ordinance Code, and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. In performing services

hereunder, Contractor shall work cooperatively with County's Health Services Director or his designee, the Emergency Medical Services Agency Director (also referred to herein as "Contract Administrator").

1. Basic Services

In consideration of the County's referral to Contractor of Emergency Ambulance Service requests originating in Emergency Response Areas 1, 2 and 5, except in those portions of ERA 1 contained within the Moraga-Orinda Fire Protection District, Contractor shall perform the following services to the complete satisfaction of the County:

- i. Contractor shall provide emergency ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Contract.
- ii. Contractor shall provide emergency ambulance services without regard to the patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.
- iii. The Proposal submitted by Contractor in response to this County Request for Proposal for Emergency Response Areas 1, 2 and 5, except in those portions of ERA 1 contained within the Moraga-Orinda Fire Protection District, will be retained and will be incorporated herein by this reference and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the Ambulance Service Agreement shall prevail.
- iv. Contractor shall participate in pilot emergency response programs that Contract Administrator may authorize from time to time. Contract Administrator may waive one or more standards contained herein, in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the EMS Medical Director, and shall be done with the advice of the Emergency Medical Care Committee. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to County. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described herein.

**Section
IV****Clinical and Employee Provisions****A. Clinical Overview**

The County's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. These system specifications are drawn from many reference sources but are generally consistent with the direction provided in the document: "The EMS Agenda for the Future."¹

Clinical outcomes in EMS systems are difficult to define and measure. The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include: discomfort is minimized; disability is reduced; death is minimized; destitution eliminated; disfigurement is reduced; and, disease is identified and reduced.

The current level of the scientific research and the numbers of variables impacting patient outcomes beyond the EMS system's control limit the applicability of outcome measurement. EMS systems typically use process measures and process improvement as a point of reference in moving toward enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

B. Medical Oversight

The County shall furnish medical control services at its expense, including the services of a System EMS Medical Director for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control mobile intensive care nurses and physicians). County shall appoint a Medical Advisory Committee to advise the Medical Director and perform other duties outlined herein.

County recognizes the unique role of the EMS Medical Director in providing his/her delegated authority to perform certain medical acts to Contractor personnel in accordance with the standards outlined by California law. It is the County's intent that a single EMS Medical Director be utilized for all aspects of its coordination of the EMS system. Other service agreements with the EMS Medical Director may be desirable or necessary; however, any other relationship between any individual or organization with the EMS Medical Director shall not conflict with the roles and responsibilities as outlined herein.

¹ US Department of Transportation, National Highway Traffic Safety Administration - EMS, 1996.

1. Medical Protocols

Contractor shall comply with Medical Protocols and other requirements of the System Standard of Care as established by the EMS Medical Director in consultation with the Medical Advisory Committee.

Contractor shall statistically document compliance to system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications, first responders and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the EMS Medical Director on an annual basis with input from system participants. The review process is to be defined in writing by the EMS Medical Director and at a minimum shall address the effectiveness of the protocol and document the system's compliance to the protocol.

Current Medical Protocols are available at the EMS Agency and on the Agency's website.

2. Direct interaction with medical control

Contractor personnel functioning under these specifications have the right and responsibility to interact directly with the system's medical leadership on all issues related to patient care. This personal professional responsibility is essential.

3. Medical review/audits

The goal of the medical audit process is to improve patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is Contractor's responsibility to operationalize this corrective feedback.

The EMS Medical Director may require that any Contractor employee attend a medical audit when necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every certificate holder involved in a case being reviewed is not required, unless mandated by the Medical Director.

C. Demonstrable Progressive Clinical Quality Improvement & Continuing Education Required

The County requires that the Contractor develop and implement a comprehensive continuous quality improvement (CQI) process which will be integrated with the *entire* EMS system, including first responder agencies, medical communication center operations, and the County

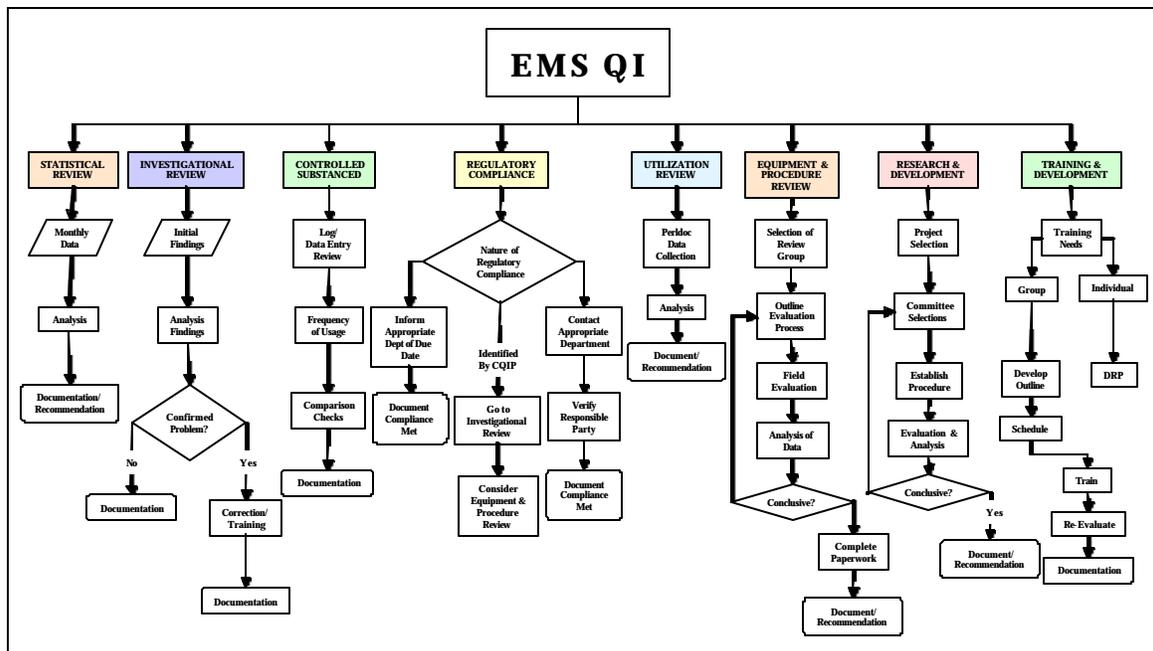
EMSA. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and the County. The County ultimately will approve and implement the quality monitoring and improvement plan to be used in the County by all providers.

1. Quality Improvement Processes

Contractor’s clinical quality improvement program shall be designed to:

- Regularly and accurately evaluate the patient care oriented activities of the system’s personnel, including supporting determination of patient outcomes for designated patient categories,
- Regularly and accurately evaluate the operational, administrative and procedural activities of the system as it relates to the delivery of patient care,
- Accurately determine training and educational needs of individuals and system as a whole, and evaluate effectiveness of training and education provided,
- Provide regular training and continuing education on both a scheduled and as needed basis to individuals in all areas of patient care and operations,
- Support discovery, investigation, and resolution of internal or external complaints,
- Facilitate the evaluation of protocols, procedures, and patient care standards on a regular basis, including re-evaluation based on system events and learnings,
- Encourage positive involvement and interaction of individuals at all levels within the system, in ways which improve care,
- Objectively report performance of both individual and system participants and components for further evaluation by the Medical Director.

Figure 1. Illustrates Proposed Retrospective QI Process



It is expected that this component of Contractor's service delivery system will have high levels of interaction with and collaborative involvement of the EMS Medical Director.

Contractor's CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care. An example of a retrospective QI process is outlined in Figure 1. Contractor's involvement will require:

- Contractor participation in system related CQI activities and CQI project teams.
- Contractor notification of County of any unusual occurrences that could impact certification, accreditation or licensure of any pre-hospital personnel.

2. Dedicated Personnel Required

Contractor shall provide a physician or a Registered Nurse to implement and oversee Contractor's on-going CQI program. This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement. At a minimum, the Contractor shall provide and maintain two full-time Clinical and Educational Services positions, one of which may be the individual identified to oversee the Contractor's on-going CQI program. In addition, the Contractor shall provide at least one full-time Analyst to evaluate Patient Care Reports and eighty (80) compensated hours per month for designated field personnel to participate in clinical quality improvement activities.

3. Quality Improvement Hotline

Contractor shall establish a QI Hotline giving customers and system participants the ability to leave commendations or suggestions for service improvements on a voice mailbox. The hotline number will be publicized at local healthcare facilities, First Responder stations, and public safety agencies. Members of the Contractor's QI/Leadership Team are to be automatically notified via pager of any incoming calls. Incidents that require feedback are to be attended to by the end of the next business day.

QI processes are deemed confidential, including proceedings, findings, and documents and are protected from disclosure. All system participants will be required to enter into privacy agreements as required by law and that compel individuals involved to adhere to the confidentiality requirements of the process. QI documents will not be released except as required by law or as required by individual regulatory monitoring agencies or fiscal intermediaries according to pre-established County policy and agreement.

4. Continuing Education Program Requirements

Contractor shall provide in-house or sub-contracted in-service training programs designed to meet state certification requirements at no cost to employees. All In-service and continuing education programs must comply with state regulations and also must be approved by the Medical Director.

D. Clinical and Operational Benchmarking and Research Required

Benchmarking of Key Clinical Indicators (KCI) and Key Performance Indicators (KPI) of the system is required. Some of the interim measurement may be process oriented in lieu of outcome measurements.

It is anticipated that the KCI will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director. Contractor shall provide information necessary to benchmark KCIs. Key benchmarks to be measured will include, at a minimum:

- measuring cardiac arrest survival in accordance with Utstein protocols,
- presumptive impressions at dispatch compared to field intervention,
- fractal measurement of time to first defibrillation,
- successful intubation rate by entire system, provider type and individual,
- successful IV application rate by entire system, provider type and individual,
- field procedures authorized,
- pain reduction, and
- fractal measurement of response time:
 - ALS (QRV) first responders,
 - ALS transport ambulance arrival.

Other KCI benchmarking may include comparing clinical data published by the National Association of EMS Physicians or other national organizations comparing the system with other similarly designed clinically sophisticated systems.

Examples of non-clinical Key Performance Indicators (KPI) to be benchmarked may include:

- employee injuries,
- vehicle collisions (>\$250 damage) per 100,000 fleet miles,
- critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles,
- consumer satisfaction,
- employee turnover,
- employee satisfaction,

Participation in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. To that end Contractor shall use best efforts over the term of the Agreement to participate in out of hospital research.

For illustration, such projects might include but are not limited to research involving:

- Impacts of Public Access Defibrillation (PAD),
- Reduction of "at scene" time,
- Reduction of "at patient" status to first shock or ALS intervention,
- Communications system research projects or
- Other research projects as approved by the Medical Director.

E. Transport Requirement and Limitations

As outlined in greater detail in other sections, Contractor has an obligation to respond to all emergency medical requests and provide ambulance transport in Contra Costa County. However, there are limitations and flexibilities as described herein.

1. Destinations

Contractor shall be required to transport Patients from all areas of the County, in accordance with Medical Control Destination Protocols.

2. Prohibition against influencing destination decisions

Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

3. Provision to restrict service based upon demonstrated abuse

Should Contractor determine that specific individuals have chronically abused the required transport provision of the EMS service, they shall report the names of those individuals to the EMS Agency. EMS will work with Contractor to develop procedures to discourage inappropriate use.

F. County Approved Base Station Hospitals

County, through its Ambulance Permit Officer, shall notify Contractor in writing, upon execution of this Contract, of all County approved Base Station Hospitals. Further, County shall notify Contractor in writing of changes or additions to such approved hospitals, as such changes or additions occur.

G. Minimum Clinical Levels and Staffing Requirements

1. Ambulance Staffing Requirements

All Ambulances rendering Emergency Ambulance Services under this Agreement shall be staffed and equipped to render paramedic level care. The paramedic shall be the primary caregiver for all Patients (e.g. emergent and non-emergent) and shall accompany all Patients in the back of the Ambulance during any patient transport.

Contractor is required to staff a minimum of one (1) EMT-P and one (1) EMT for all emergency transport units responding to requests from the County designated PSAP originating in ERZ B, C, D, and E. The emergency ambulances primarily providing coverage to Zone A will be staffed with two (2) EMT-P.

Contractor may send Basic Life Support (BLS) units staffed with two (2) EMT-I's to requests for multi-unit response and any calls in which the County designated medical dispatch center determines BLS response is appropriate according to protocols and procedures approved by the County EMS Agency and the EMS Medical Director.

At Contractor's sole option, the requirement for EMT staffing levels on any or all units may be enhanced to higher levels of training without additional obligation of the County.

2. Personnel Certification and Training Requirements

All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately credentialed to practice in Contra Costa County. Contractor shall retain on file at all times, copies of the current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this Agreement.

a. **Advanced Cardiac Life Support (ACLS) Certification.**

All paramedics responding to potentially life threatening emergency medical requests shall be currently certified in ACLS by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the ACLS curriculum. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all paramedics performing services under this Agreement

b. **Required Trauma Training.**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in Prehospital Trauma Life Support (PHTLS), Basic Trauma Life

Support (BTLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or BTLS curriculum. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or BTLS qualified paramedics performing services under this Agreement.

All paramedics shall be required by Contractor to obtain certification in PHTLS, BTLS, or have completed a comparable program within six (6) months of hire by Contractor.

c. Required Pediatric Education for Prehospital Personnel (PEPP).

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in Pediatric Education for Prehospital Personnel (PEPP), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PEPP curriculum. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PEPP qualified paramedics performing services under this Agreement.

All paramedics shall be required by Contractor to obtain certification in PEPP, or have completed a comparable program within six (6) months of hire by Contractor.

d. Company Orientation and On-Going Preparedness.

Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and county communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance.

e. Preparation for Multicasualty Response

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the County Multi-casualty Incident Plan (MCIP), which is on file at the County EMS Agency, and prepare them to function as the medical portion of the Incident Command System.

f. Driver Training.

Contractor shall maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by County initially and on an annual basis thereafter. Map reading shall be an integral part of driver training.

g. Assaultive Behavior Management Training.

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management, and for preventing the escalation of potentially volatile situations.

h. Infection Control.

Contractor shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure.

i. Critical Incident Stress Debriefing.

Contractor shall establish a critical incident stress debriefing program and an ongoing stress reduction program for its employees. Plans for these programs shall be submitted to the Contract Administrator for approval.

j. Homeland Security

Contractor and Contractor's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction, and other Homeland Security issues.

H. Field Supervision

Contractor shall provide at all times and within Contra Costa County an on-duty employee or officer, authorized to act on behalf of the Contractor in all operational matters.

I. Treatment of Incumbent Work Force

A number of dedicated highly trained personnel are currently working in the Contra Costa EMS system. To ensure a smooth transition and to encourage personnel to remain with the system, all current qualified Contractor Ambulance employees will be considered for preferential hiring by the Contractor. The Contractor should offer employees employment in substantially similar positions.

Employment stability within the EMS system is an important concern of incumbent employees. The employees have been active participants in the system redesign process and have identified some of their issues that they would like addressed in the procurement and system design transition. A letter listing some of the issues that two of the System's labor groups identified is included in Appendix 7.

Contractor agrees that all incumbent personnel hired will retain "seniority status" earned while working full-time in the Contra Costa EMS system and will be used as criteria for "bidding" shifts, partners or other assignments.

Contractor will provide a benefit program comparable to the employees' current program, for all full time employees.

The County expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation methods. Contractor's economic efficiencies are not to be derived from the use of sub-standard compensation. The system in no way intends to restrict the ingenuity of Contractor and its employees from working out new and creative compensation (salary and benefits) programs. The system's goal is simply to ensure that Contractor initially and throughout the term of the Agreement provides a financial benefit to encourage employee retention and recruitment for the system.

The entry level annual base salaries (including scheduled overtime) which may be utilized for Contractor positions at a minimum, shall be equal to or exceed the current entry level base salary (including scheduled overtime) currently in place for the positions. Incumbent employees' beginning annual Contractor base salary shall be comparable to the annual base salary provided that individual as a Contractor employee. Consideration may be appropriate in assessing Contractor's compliance with this section to account for different work schedules, work weeks, flexible compensation plans and levels of productivity.

J. Character, Competence and Professionalism of Personnel

The parties understand that Ambulance services are often rendered in the context of stressful situations. The County expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by Contractor in the performance of its work, shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check.

It is the County's intent in requiring a criminal record check that Contractor is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. These should include, at a minimum, debarment from the federal Medicare program, felony or misdemeanor convictions related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse, and spousal abuse. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses.

K. Key Personnel

Key managers shall participate in on-going training and development programs for EMS managers and supervisors offered to those personnel at no cost. While there is no specific requirement regarding the exact content of the development program, managers should receive training equivalent to the American Ambulance Association's Ambulance Service Manager Certificate Program.

L. Internal Health and Safety Programs

The Contractor shall propose and demonstrate that it will have multiple programs to enhance the safety and health of the work force. These shall include driver training, safety and risk management training.

The Contractor shall provide adequate personal protective gear and equipment to employees working in hazardous environments such as rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall include appropriate head and flesh protection for employees.

M. Evolving OSHA & Other Regulatory Requirements

It is anticipated, during the term of the Agreement awarded to Contractor, that certain regulatory requirements for occupational safety and health, including but not limited to infection control, blood borne pathogens and TB, may be increased. It is the County's expectation that Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters.

Contractor shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

N. Discrimination Not Allowed

During the performance of the Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated there under. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual preference or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual preference or age. Such action shall include but is not limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

O. Work Schedules and Human Resource Issues – An Employee Matter

Although this is a performance-based Agreement and Contractor is encouraged to be creative in delivering services, Contractor is expected to employ reasonable work schedules and conditions. Specifically, Patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest.

The County emphasizes that Contractor is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by Contractor. The County will not otherwise involve itself in Contractor's management/employee relationships.

**Section
V****Operations Management Provisions****A. Services Description**

Contractor shall furnish all Emergency Ambulance service for the entire population of the ERA. All Contractor Emergency Ambulance services shall be provided at the EMT-Paramedic level.

Additionally, the Contractor shall furnish four (4) non-transporting, paramedic first response vehicles or quick response vehicles (QRV). These units will be staffed twenty-four (24) hours per day, seven (7) days per week. Three of QRV's will be located in ER Zone E and one will be positioned in the northwest portion of the County. The QRV's shall be provided without charge to the County and without additional charge to the patient beyond those charges approved for patient transport.

Contractor shall be the sole Ambulance organization authorized by the County in the ERA covered under this RFP to provide emergency services. All requests for EMS originating in the defined service area processed through the 9-1-1 facilities will be referred to Contractor.

B. Response Time Performance, Reliability & Measurement Methods

Response times are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the County will not limit Contractor's flexibility in the methods of providing ambulance service. This is based upon Contractor's commitment to conform to the Response Time Standards. Therefore, an error on Contractor's part in one phase of its operation (e.g. dispatch, system deployment plan, ambulance maintenance, etc.), shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate response time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response time shall be measured in minutes and integer seconds, and shall be "time stamped" by the County approved computer aided dispatch system.

1. Description of call classification

These Specifications outline three priorities with which Contractor must comply by meeting specified Response Times. The call classification as Emergency or Non-Emergency assignment as Priority 1 through 3 is accomplished by presumptive prioritization by the County's designated medical communications centers in

accordance with the then current Emergency Medical Dispatching protocols as approved by Medical Director.

2. Response Time Performance Requirements

For response time monitoring, reporting and compliance purposes the Emergency Response Areas 1, 2 and 5, except in those portions of ERA 1 contained within the Moraga-Orinda Fire Protection District have been divided into five (5) zones, A, B, C, D, and E. Contractor's response time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

a. **Potentially Life Threatening Emergency Response (Priority 1).**

Contractor shall place an Emergency Ambulance on the scene of each life-threatening emergency assignment as presumptively designated by the designated fire/medical dispatch center originating within zones B, C, D, and E within eleven minutes and fifty-nine seconds (11:59) in sub-areas designated urban/suburban on not less than ninety percent (90%) of all life-threatening emergency response requests as measured within any consecutive 30-day period, and with a maximum response time of twenty (20:00) minutes in sub-areas designated as rural as set forth in Appendix 8, attached hereto and incorporated herein by this reference. Contractor shall place an Emergency Ambulance on the scene of not less than ninety-five percent (95%) of all potentially life threatening emergency ambulance requests as measured within any consecutive 30-day period originating within zone A within ten (10:00) minutes.

For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

b. **Non-Life Threatening Emergency Response (Priority 2).**

Contractor shall place an Emergency Ambulance on the scene of at least ninety percent (90%) of all non-life threatening Priority 2 emergency ambulance requests received from a fire/medical dispatch center within fifteen (15:00) minutes in designated urban/suburban areas and within thirty (30:00) minutes in designated rural areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.

For every presumptively defined non-life threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

c. Non Emergency Response (Priority 3).

Contractor shall place an emergency ambulance on the scene of at least ninety percent (90%) of all non-life threatening Priority 3 non-emergency ambulance requests received from a fire/medical dispatch center within thirty (30:00) minutes in designated urban/suburban areas and within forty-five (45:00) minutes in designated rural areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.

For every presumptively defined non-emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

d. Summary of Response Time Requirements

Figure 2 summarizes the Response Time Compliance requirements for ambulances in the specified Emergency Response Zones for each priority and density designation.

Figure 2. Response Time Compliance Requirements

Priority Level	ER Zone	Compliance	Urban/Suburban	Rural
Priority 1	B, C, D, E	90 %	11 min. 59 sec.	20min.0 sec.
Priority 1	A	95 %	10 min. 0 sec.	N/A
Priority 2	A, B, C, D, E	90%	15 min. 0 sec.	30 min. 0 sec.
Priority 3	A, B, C, D, E	90%	30 min. 0 sec.	45 min. 0 sec.

Whenever Emergency production requirements necessitate temporary delays in Unscheduled Non-Emergency responses, Contractor shall notify the individual organization requesting such service, explain the reasons for the temporary delay, and shall furnish a realistic estimate of when service will be available. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing Non-Emergency services.

3. Equity in Response Times throughout the County

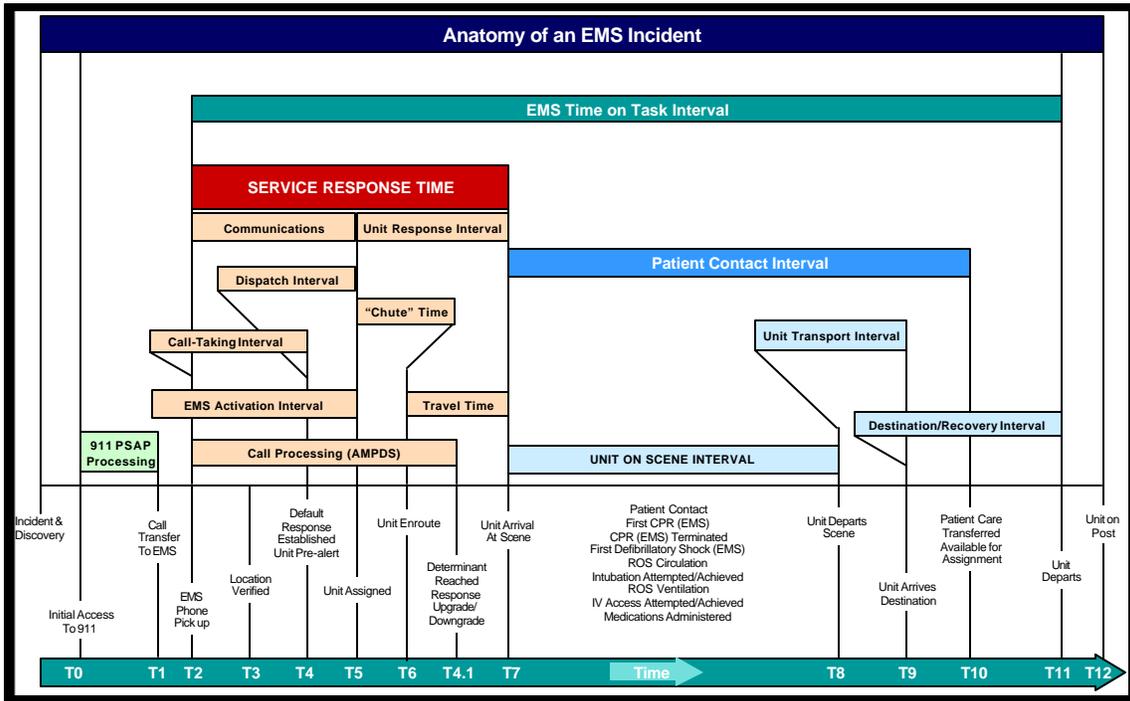
The County recognizes that equity in response times is largely based upon call and population densities within the Service Area. In developing high Response Time Standards, the County has established five (5) Emergency Response Zones and two (2) call density sub-areas (zones) for urban/suburban and rural response time compliance measurement.

At intervals of not less than once every three years the call density changes occurring within each zone shall be evaluated by the County. Should the call density of any significant contiguous area within the rural zones become equal to or greater than the call density to the adjacent urban/suburban zone, then that area will be considered urban/suburban for response time compliance upon the next anniversary date of the Agreement. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the rural zones.

4. Response Time Measurement Methodology—

The following graph summarizes the time intervals of an EMS incident. The Contractor's response time interval requirements will be defined by the terminology represented in this graph.

Figure 3. Graphic illustration of the Anatomy of an EMS Incident



Contractor's response times shall be calculated periodically to determine compliance with the fractal standard set forth in Section V.B.1. -3., above. Response times are calculated from the time Contractor receives the request (disconnect time) until an ALS ambulance unit arrives at the nearest public road access to the scene, or is cancelled by a public safety agency.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

a. Time intervals

For the purposes of the Agreement, Response Times shall be measured from the time the call is received at Contractor's Medical Communications Center until arrival at incident location by the first arriving Paramedic transporting Ambulance ("T3 to T7") or until the call is cancelled by a public safety agency.

For all Emergency and Non-emergency requests for service, the "time call received" shall be the moment the Communications Officer at Contractor's Medical Communications Center has received (either by telephone or computer data link) both sufficient location information to know a response is required and sufficient information to determine the presumptive run priority designation (T-3), or thirty (30) seconds after the call is transferred from County designated PSAP (T-2), whichever is earlier.

Arrival at incident location means the moment an Ambulance crew notifies Contractor's Communications Center that it is fully stopped at the location where the Ambulance shall be parked while the crew exits to approach the Patient (T-7). In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location. The Medical Director may require Contractor to log time "Patient Contacted" for medical research purposes. However, during the initial term of the Agreement, arrival time for patient contact intervals shall not be considered part of the contractually stipulated Response Time.

In instances when Ambulances fail to report "at scene," the time of the next communication with that Ambulance shall be used as the "at scene" time (e.g. time at Patient). However, Contractor may be able to document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

5. Calculating upgrades, downgrades, turn-arounds and canceled responses.

From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for Non-compliance will be as follows:

a. Upgrades.

If an assignment is upgraded, prior to the arrival on scene of the Emergency Ambulance, (e.g. from priority 2 to priority 1), Contractor's compliance and penalties will be calculated based on the shorter of:

- i. Time elapsed from call receipt to time of upgrade plus the higher priority Response Time Standard, or
- ii. The lower priority Response Time Standard.

b. Downgrades

If a call is downgraded, prior to arrival on scene of the Emergency Ambulance, (e.g. from Priority 1 to Priority 2), Contractor's compliance and penalties will be determined by:

- i. If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or,
- ii. If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was, justified in the sole discretion of the County Contract Administrator, the longer standard will apply.

c. Reassignment En route.

If an Ambulance is reassigned en route or turned around prior to arrival on the scene by the Emergency Ambulance, (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted.

d. Canceled Calls.

If an assignment is canceled prior to arrival on the scene by the Emergency Ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from receipt of call to the time the call was canceled.

6. Response times outside primary service area are excluded

Contractor shall not be held accountable for Emergency or Non-Emergency Response Time compliance for any assignment originating outside the primary

service area. Responses to requests for service outside the Service Area will not be counted in the total number of calls used to determine compliance.

7. Each incident a separate response

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

8. Response Time exceptions and exception requests

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control effect the achievement of specified Response Times Standards. In the calculation of Contractor's performance to determine compliance with the response time standards, every request from the County's designated medical communications centers originating from within Contractor's assigned Emergency Response Zones shall be included except as follows:

a. **Standby**

When one or more of Contractor's Emergency Ambulances have been placed on stand-by status, not including the first one hour of stand-by, provided, however, that Contractor gave prior notice to County that said stand-by might limit Contractor's ability to meet response time standards. Response time exception shall apply only to the Emergency Response Zone in which the stand-by occurs.

b. **Multicasualty Disaster.**

The response time requirements may be suspended during a declared multicasualty incident, medical advisory, or disaster in Contra Costa County, or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by Contra Costa County when Contract Administrator determines that said event has had a material impact on availability of Contractor's resources.

c. **Good Cause.**

The Contract Administrator may allow exceptions to the response time requirements for good cause as determined at his sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess response time and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, unusual system overload, incorrect or inaccurate dispatch information received from County designated

fire/medical dispatch center, disrupted voice or data radio transmission; mobile data terminal failure; material change in dispatch location; Computer Aided Dispatch (CAD) failure; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by road construction or inclement weather, e.g., fog; unavoidable delays caused by trains; when units are providing County authorized mutual aid; when hospital(s) are on emergency department diversion or trauma center bypass when said diversion or bypass can be shown to affect response times; and off-road locations.

d. Exception Request Procedure

It is the Contractor's responsibility to apply to the Contract Administrator for an exception to a required response time.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time Standards due to unusual factors beyond Contractor's ability to reasonably control, the Contractor may provide detailed documentation for each actual response in question to the Contract Administrator (or designee) and request that the County exclude these runs from calculations and late penalties. Any such request must be in writing and received by the Contract Administrator within ten business days of the end of each month with the Contractor's monthly performance reports. The Contract Administrator shall grant or deny exceptions to performance standards and shall so advise the Contractor.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, Contractor dispatcher error, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

C. Response Time Performance Reporting Procedures and Penalty Provisions

1. Response Time Performance Reporting Requirements

a. Documentation of Incident Time Intervals

Contractor shall document all times necessary to determine total ambulance response time, including but not limited to time call received by Contractor (T2), time location verified (T3), time ambulance crew assigned (T5), time en route to scene (T5-T7), arrival at scene time (T7), total on-scene time (T7-T8); time en route to hospital (T8), total time to transport to hospital (T8-T9); and arrival at hospital time (T9). All times shall be recorded on the County

Patient Care Report Form (PCR) and in the Contractor's computer aided dispatch system.

b. Response Time Performance Report

Within ten (10) business days following the end of each month, Contractor shall document and report to Contract Administrator in writing, in a manner required by the Contract Administrator, information as specified in Section V.F.

- i. Contractor shall use response time data in an on-going manner to evaluate Contractor's performance and compliance with response time standards in an effort to continually improve its response time performance levels.
- ii. Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

2. Penalty Provisions

Isolated instances of individual deviations of response times are considered instances of minor non-compliance with the Agreement. However, deviations of Response Time compliance, which are severe or chronic, may constitute a Default of the Agreement as defined by these Specifications.

a. Penalty for Failure to Provide Data to Determine Compliance.

Contractor shall pay County a \$200 penalty each and every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

b. Penalty for Failure to Comply with Response Time Requirements

Contractor shall pay County a penalty each and every month that the Contractor fails to comply with the response time requirements for each priority level (1, 2, and 3) in each Response Zone (A, B, C, D, and E) based on the percentage of compliance for each priority and zone according to the following schedule:

c. Priority One (Code 3) Responses

ER Zone	Compliance %	Penalty
A	94.5% < 95.0%	\$10,000
	94.0% < 94.5%	\$25,000
	< 94.0%	\$50,000
B, C, D, E	89.5% < 90.0%	\$10,000
	89.0% < 89.5%	\$25,000
	< 89.0%	\$50,000

d. Priority Two Responses

ER Zone	Compliance %	Penalty
A	94.5% < 95.0%	\$5,000
	94.0% < 94.5%	\$10,000
	< 94.0%	\$15,000
B, C, D, E	89.5% < 90.0%	\$5,000
	89.0% < 89.5%	\$10,000
	< 89.0%	\$15,000

e. Priority Three Responses

ER Zone	Compliance %	Penalty
A, B, C, D, E	89.5% < 90.0%	\$2,500
	89.0% < 89.5%	\$5,000
	< 89.0%	\$7,500

f. Phase In of Penalty Provisions

Imposition of the penalties for Priority 1 (Code 3) ambulance responses will be in effect for the first month of service provided by the Contractor (July 2005).

The imposition of the penalties for Priority 2 and 3 ambulance responses will be in effect when ALL of the public safety agencies dispatching the Contractor's ambulances for calls originating in the Response Zones have implemented policies and procedures approved by the County Emergency Services Agency for identifying Priority 1, Priority 2 and Priority 3 ambulance responses and have successfully demonstrated this capability for three consecutive months.

If all of the County designated fire/medical dispatch centers have implemented and complied with the County's policies and procedures for presumptively identifying Priority 1, 2, and 3 requests for at least three months prior to the implementation date, then the penalty provisions for Priority 2 and Priority 3 responses will be in effect for the first month of service.

g. Penalty Disputes

Contractor may appeal to the Contract Administrator in writing within (10) working days of receipt of notification, the imposition of any penalty or regarding County's penalty calculations.

D. Vehicles and Equipment

Contractor shall acquire and maintain all ambulances, support vehicles, on-board medical supplies/equipment and office facilities and equipment to be used by Contractor to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor.

1. Ambulances

All ambulances shall meet the standards of Title XIII, California Code of Regulations.

2. Vehicle Markings

Ambulance vehicles used in providing contract services shall bear the markings "Contra Costa County Emergency Medical Services" in at least four (4) inch letters on both sides. Such vehicles shall display the "911" emergency telephone number and state the level of service, "Paramedic Unit", on both sides.

Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement.

Overall design, color, and lettering are subject to the approval of the Contract Administrator.

3. Vehicle Maintenance

Contractor shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

Ambulance replacement shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System

4. Equipment

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by Contractor will meet or exceed the minimum requirements of the County Ambulance Equipment and Supply List. A listing of the on-board equipment and medical equipment and supplies required by the County is included as Appendix 9.

Contractor agrees that equipment and supply requirements may be changed with the approval of the Contract Administrator due to changes in technology.

5. Failure to Meet Minimum In-Service Equipment/Supply Requirements

County may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the County Ambulance Equipment and Supply list as determined by County, the County may:

- i. Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission.
- ii. Subject the Contractor to a \$500.00 penalty. The Contract Administrator shall bill the Contractor for the \$500.00 penalty.
- iii. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. County may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

6. Vehicle and Equipment Maintenance

Contractor shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. The County expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service.

The appearance of ambulances and equipment impact customers' perceptions of the services provided. Therefore, the County requires the Ambulances and equipment that have defects, even significant visible but only cosmetic damage, be removed from service for repair without undue delay.

Contractor must ensure an Ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic level Ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of Ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system. Contractor shall comply with or exceed the maintenance standard as outlined in Section 203 of the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services.

Contractor shall maintain all bio-medical equipment to the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the Contractor's expense.

E. Communications System Management

1. Dispatch Center

Contractor shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by County fire/medical dispatch centers. Contractor shall establish a dispatch radio communications system including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system, which will enable Contractor to effectively dispatch ambulance units throughout all areas of Contra Costa County. Contractor shall be capable of receiving and replying to such requests for emergency ambulance services by voice and by the data linkage as specified in the current version of the County Message Transmission

Network Standard which is incorporated herein by reference, a copy of which is on file at the EMS Agency and may be downloaded at www.cccems.org (Appendix 10).

Contractor's dispatch center shall be capable of dispatching all ambulance units used to provide services pursuant to this Agreement.

2. Dispatch Center Staffing

Staffing levels shall be such that electronic or telephonic notifications from the County designated public safety dispatch centers are answered or responded to within fifteen (15) seconds.

Contractor shall adequately train and prepare emergency ambulance dispatchers to process emergency medical requests for service. Said dispatchers shall be given a company orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of Contractor's ambulance dispatch system.

a. Dispatch Evaluation.

Contractor shall implement an on-going program for the evaluation of dispatch operations, education and training of dispatchers, and problem identification and resolution.

3. Subcontracting Dispatch Center Services

Nothing in this Request for Proposal will preclude the Contractor from subcontracting Dispatch Center Services to another agency within or outside of the County. Regardless, the Contractor will retain accountability and responsibility for the performance of the Dispatch Center.

4. Communications Equipment and Dispatch

Contractor shall pay for all interfaces to its computer equipment, the total mileage costs, if any, and for hardware at its dispatch facility.

The County shall be responsible for hardware and software at its site(s).

New dispatch system costs shall not be imposed upon Contractor without due regard to costs. Contractor reserves the right to petition the County for recovery of significant cost increases.

5. Ambulance Communication Equipment

a. Contractor shall equip all ambulances and supervisory vehicles used in performance of services to County with radio equipment for communications with Contractor's dispatch center on Contractor's radio channels.

- b. Contractor shall equip all supervisory vehicles with radio equipment suitable for operation on the CALCORD California On-Scene Emergency Coordination Radio System and shall maintain a cache of 10 portable CALCORD radios with vehicle chargers ready at all times for immediate deployment on ambulance units that may be used for mutual aid.

- c. Contractor shall equip all ambulances and supervisory vehicles used in providing service to the County with 4-channel radios for communication on County's MEDARS radio system which operates on the T-band, and with cellular telephones for ambulance to base hospital communications. County will lease to Contractor, or Contractor may supply in accordance with County Communications specifications, additional two-way vehicular or portable radio equipment for communications with fire or other emergency response agencies. The following terms shall apply to all radio equipment used for communications on County frequencies:
 - i. Radio frequencies and communications equipment provided by the County may only be used for emergency medical response under the terms of this Agreement within Contra Costa County, or as directed by a County communications center, or in compliance with policies and protocols established by County.
 - ii. Radio frequencies shall be designated by County for the purpose of communications with a County designated communications center and for ambulance-to-hospital communications.
 - iii. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient.
 - iv. Approved radio equipment shall be installed in conformance with existing County policies prior to assignment of a vehicle to an emergency response area. Installations and removals will be at Contractor's expense.
 - v. Contractor shall obtain a certificate of inspection of approved radio equipment by County following installation and on an annual basis thereafter and shall make vehicles available for inspection of County owned radios upon reasonable request of County. Alternate procedures may be adopted by Contract Administrator and County Communications Division.
 - vi. Specific radio equipment purchased by County at County expense for the Contractor shall remain the property of and under control of the County at all times.

- vii. County owned radios damaged due to accidents, malicious mischief, and acts of God, shall be repaired or replaced at County's option by County, for which Contractor shall pay County's actual cost of repair or replacement, or by Contractor with County's prior approval. Equipment shall remain the property of the County.
- viii. Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable County rules and operating procedures. All operators of the two-way radios shall at all times be subject to the exclusive control of County.
- ix. All radio equipment other than Contractor's internal company system must be approved by the County Communications Director.

F. Data and Reporting Requirements

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, the County will require Contractor to provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

1. Dispatch computer

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

2. Essential Patient Care Record (PCR) and Assignment Data

Contractor shall utilize a County EMS Agency approved computerized patient care report (PCR), for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be accurately completed to include all information listed in Section 100170 of the California Code of Regulations, and information shall be distributed according to established EMS Policies and Procedures.

Within twenty-four (24) hours, Contractor shall provide records in computer readable format and suitable for statistical analysis for all Priority 1, 2, and 3 ambulance responses. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

Contractor shall identify files or PCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points which may be reasonably requested, including any needed modifications to support EMS system data collection.

3. Records

Contractor shall complete, maintain and provide to the County if requested adequate records and documentation to demonstrate its performance compliance and aid the County in improving, modifying, and monitoring the EMS system.

4. Monthly Reports Required

Contractor shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. Response time compliance and customer complaints/resolutions shall be reported monthly.

Reports shall include, at a minimum

a. Clinical

- Continuing education compliance reports,
- Summary of clinical/service inquiries and resolutions,
- Summary of interrupted calls due to vehicle/equipment failures,
- A list of trauma transports, by city and by hospital, including all times necessary to calculate each and every response time, on-scene time, and transport to hospital time.

b. Operational

- Calls and transports, by priority, ER Zone
- A list by ER Zone of each call where a BLS ambulance was dispatched when an ALS ambulance should have responded according to County dispatch standards
- A list of each and every call, sorted by Emergency Response Zone where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria, on-scene time and/or transport to hospital time.
- A list of mutual aid responses to and from system

c. Response time compliance

- A list of each and every emergency call dispatched for which Contractor did not meet the response time standard, divided by Emergency Response Zone.
- Canceled transports,
- Exception reports and resolution,
- Penalties and exemptions,

d. Response Time Statistical Data.

Within 10 working days following the last day of each month, Contractor shall provide ambulance response time records to County in computer readable format approved by the Contract Manager and suitable for statistical analysis for all ambulance responses originating from requests to the County communications centers. Said records shall include the following data elements:

- a. unit identifier
- b. service level (paramedic or EMT-I)
- c. location of call – street address
- d. location of call – city or unincorporated community
- e. location of call - Thomas Brother's map coordinates
- f. location of call – EMS zone
- g. location of call – latitude and longitude
- h. urban or rural
- i. nature of call (EMD Code)
- j. code to scene
- k. call priority (one, two, or three)
- l. time call received
- m. time call dispatched
- n. time unit en route
- o. time unit on-scene
- p. time unit en route to hospital
- q. time unit at hospital
- r. time unit clear and available for next call
- s. outcome (dry run, transport)
- t. receiving hospital

- u. code to hospital
- v. major trauma (MTV, non-MTV)
- w. number of patients transported
- x. EMS incident number

e. Personnel Reports.

Contractor shall provide County with a list of paramedics currently employed by Contractor and shall update that list whenever there is a change.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date, ACLS expiration date, and California Driver's License number of each person on the list.

f. Community/Governmental Affairs Report

- Number of conducted community education events,
- PR activities, first responder recognition,
- Government relations contact report.

g. Other Reports

Contractor shall provide County with such other reports and records as may be reasonably required by Contract Administrator

G. Coverage and Dedicated Ambulances, Use of Stations/Posts

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. The County neither accepts nor rejects Contractor's level of effort estimates, rather the County accepts the Contractor's commitment to employ whatever level of effort is necessary to achieve the clinical Response Time and other performance results required by the terms of the Agreement as outlined in these specifications.

Contractor shall therefore endeavor to deploy ambulance resources in a manner consistent with this goal.

If, as a result of local zoning or use restrictions, Contractor is unable to obtain adequate ambulance station locations, Contractor may request the Contract Administrator to exclude designated areas from the response time standard. The Contract Administrator shall take into account Contractor's diligence in seeking station locations and any necessary permits in granting or denying an exclusion.

H. Provision of Non-Transport ALS Quick Response Vehicles (QRVs)

The Contractor shall provide 24 hours per day/ 7 days per week, at no cost to the County, four (4) ALS quick response vehicles (QRV's), to be located in Zones and at locations approved by the Contract Administrator. The County shall pay Contractor the rates to be specified in Appendix 6 as " ALS quick response vehicle " for any additional County-authorized QRV's. Except for disposable supplies expended at the scene, Contractor shall not bill any patient for services provided by a QRV. The County will use its best efforts to identify locations for basing the QRV's in the designated service areas. If there is a delay in the Contractor's provision of the four QRV's beyond the start date for the Agreement, the County may request and the Contractor shall provide additional ambulance unit hours equivalent to the cost of providing the QRV's. The cost per hour shall be based on the Contractor's marginal cost of providing additional unit hours identified in its Proposal. If the Contractor and County are unable to identify a suitable location for basing an ALS QRV, the County may request and the Contractor shall provide additional ambulance unit hours equivalent to the cost of providing the QRV.

I. Development and Integration of First Responders

First Responders are an integral part of the EMS system. The Contractor will support the development and integration of the First Response component.

During the term of this Agreement, it is expected that the fire services will continue to expand ALS first response capability. The Contractor will cooperate and support the expansion of ALS first response and insure that its personnel work professionally and collaboratively with fire first responders in the transition of patient care at the scene.

The Contractor will implement policies to facilitate Contra Costa County First Responders in scheduling time on ambulances to fulfill training and internship requirements.

The County will rely upon the entrepreneurial and innovative methods proposed by Contractor under this procurement to enhance the first response capabilities within the County. Contractor will support the development of an integrated First Response program. At a minimum it shall include:

1. Availability of Continuing Education

All Advanced Life Support (ALS) and Basic Life-Support (BLS) continuing education offered by Contractor to its employees shall be available to First Responders on the same terms and conditions upon which it is made available to employees.

2. First Responder Liaison

Contractor shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies within the Service Area.

3. First Responder Equipment and Supply Exchange

Contractor shall establish a mechanism to exchange on a one-for-one basis non-expendable medical supplies and equipment supplied by a fire first responder agencies in connection with patient transports, in those situations where said supplies and equipment are interchangeable.

J. Internal Risk Management/Loss Control Program Required

County believes that education and aggressive prevention of conditions in which accidents occur, is the best mechanism to avoid injuries to Contractor staff and Patients.

Therefore, the County requires Contractor to develop and implement within twelve (12) months an aggressive health, safety and loss mitigation program including, at a minimum:

- Pre-screening of potential employees (including drug testing),
- Initial and on-going driver training,
- Lifting technique training,
- Hazard reduction training,
- Review current information related to medical device FDA reportable events, recall, equipment failure, accidents;
- Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues;
- Involvement of employees in planning and executing its safety program.

Planning for safety and risk mitigation processes will include, at a minimum:

- Gathering data on ALL incidents that occur within Contractor workforce.
- Analyze the data to find causative factors and determine preventive measures
- Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors
- Gather safety information as required by law
- Implement training and corrective action on safety related incidents, as required by law
- Provide initial and on-going training on those practices and interventions
- Provide safe equipment and vehicles
- Monitor the results of employee compliance or non-compliance with the safety plan, and
- Refine the plan as new information becomes available.

K. Health Status Improvement and Community Education

The County desires that its Contractor take significant steps to improve prevention and system access through community education programs provided to the school system and community groups. It is County's expectation that Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

Contractor shall annually plan and implement a definitive community education program, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS system.

Contractor shall annually undertake at least one project that shall demonstrably improve the health status in the community.

Health status improvement programs targeted to "at risk populations" may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety program, home hazard inspection program.

The impact of the annual health status improvement project is to be statistically demonstrable. For example, this includes selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data on those indicators, and making the results available to the community to inform assessments of the effectiveness of an intervention and the contributions of participating entities.

Steps in this health improvement project will include:

- Analyzing the community's health issues
- Inventorying resources
- Developing a health improvement strategy
- Establish accountability for activities
- Monitor process and outcomes

Contractor is to use its best efforts to obtain external grant funding for health status improvement projects.

L. Accreditation

Within eighteen months of the beginning of the Term of the Agreement, the Contractor will attain Accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. The Contractor shall maintain its accreditation throughout the term of the Agreement.

M. Participation in System Development

The County anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The County requires that its Contactor actively participate in EMS Agency activities, including EMCC meetings, committee meetings, and work groups. Contractor agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

For example, the EMS Medical Director and his Medical Advisory Committee (MAC) are working to develop a paramedic 12-lead ECG program for patients suspected of having heart attacks that would allow the paramedic to relay ECG findings to receiving hospitals, which could result in faster care for cardiac patients on arrival at the hospital.

N. Disaster Assistance and Response

1. Multi-casualty/Disaster Response

Contractor shall cooperate with County in rendering emergency assistance during a declared or an undeclared disaster, or in multi-victim response as identified in the County Multi-casualty Plan or the Expanded Medical Emergency Res ponse Plan.

In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to maintain primary Emergency services and may suspend Non-Emergency services as required.

At a multi-victim scene, Contractor's personnel shall perform in accordance with appropriate County multi-victim response plan and within Incident Command System (ICS).

During disaster or declared multi-casualty situations, Contractor will be exempted from all responsibilities for response-time performance until notified by the County. When Contractor is notified that multi-casualty or disaster assistance is no longer required,

Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner

Any additional direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties may be invoiced for payment by the County consistent with the then current Federal guidelines. This shall not include any cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost for these additional services.

2. Internal Disaster Response Notification

Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

3. Disaster Response Vehicle/Equipment

Contractor shall provide one vehicle as a disaster response vehicle. This vehicle shall not be an ambulance used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the scene. This vehicle may be used to carry personnel and equipment to a disaster site. The following equipment shall be stored in this disaster vehicle: backboards and straps; cervical collars; head immobilization sets and foam wedges; splints for legs and arms; oxygen equipment; extra dressing and bandages; advanced life support equipment, especially IV therapy equipment, County approved disaster tags, and checklists for medical Incident Command personnel.

4. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate County Health Services and EMS staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

5. Interagency Training for Exercises/Drills

County expects Contractor to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

O. Mutual Aid and Stand-by Services

1. Mutual Aid Requirements

Contractor shall respond in a mutual aid capacity to other service areas within and outside of the County if so directed by Contract Administrator. Contractor shall be

prepared to respond one Ambulance Strike Team staffed and equipped to the California Emergency Medical Services Agency Ambulance Strike Team Guidelines when directed by County in accordance with a disaster mutual aid request.

2. Stand-By Service

Contractor shall provide, at no charge to County or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a County designated fire/medical dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Contractor shall immediately notify requesting agency Incident Commander when a Stand-by exceeding one hour may limit Contractor's ability to meet response time standards for the impacted Zone and shall notify Contract Administrator in writing by the following business day.

County shall pay Contractor the rates specified in Proposal as "Marginal Paramedic Ambulance Hourly Reimbursement Rates" when stand-by (non-transport) services for periods exceeding twenty-four (24) hours are requested in writing by County.

3. Ambulance Service Assistance

Contractor, to the best of its ability, shall assist in servicing any other emergency response areas where the County contract for that response area has been suspended or terminated if requested to do so by Contract Administrator.

P. Deployment Planning

The County understands that Contractor will be developing enhanced coverage and deployment plans during its term of operations. Coverage plan modifications, throughout the term of the Agreement, including any changes in post locations, priorities or hour of day coverage levels, may be made at Contractor's sole discretion.

Q. Handling Service Inquiries and Complaints

Contractor shall log all inquiries and service complaints. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Contractor shall on a monthly basis submit to the County a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the Medical Director within twenty-four (24) hours.

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**Section
V****Regulatory Compliance &
Financial Provisions****A. Federal Healthcare Program Compliance Provisions**

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services and those associated with employees.

1. Medicare Compliance Program Requirements

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

2. HIPAA Compliance Program Requirements

Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. The three major components of HIPAA include:

- Standards for Privacy and Individually Identifiable Health Information.
- Health Insurance Reform: Security Standards.
- Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations will be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations.

B. State Compliance Provisions

1. State and Local Regulations

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with County EMS policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medicaid and other state and federally funded programs.

C. Contractor Revenue Recovery

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges. The County provides reimbursement for specified patients for whom it is responsible.

1. Patient Charges

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates proposed in response to this RFP and negotiated with the County. The current approved rates and scheduled increases are included in Appendix 3.

2. Fee Adjustments

Contract Administrator will approve annual increases to patient charges based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland. Annual rate increases will be the greater of two and one-half percent (2.5%) or the increase of the CPI that will be capped at five percent (5%) for any given year.

In the event that changes occur within the County that substantially impact the Contractor's costs of providing services, the Contractor may request and Contract Administrator may approve increases or decreases in charges to patients to mitigate the financial impact of such system financial changes.

Contract Administrator may approve charges for expendable supplies when said supplies are newly required by EMS pre-hospital protocols adopted during the term of this Agreement or when the Contract Administrator approves new items to be stocked on ambulances. The increase in patient charges for new items shall not exceed 150% mark-up over purchase cost.

D. Billing/Collection Services.

Contractor shall maintain a business office within Contra Costa County and a local or toll-free telephone number for all patient questions, complaints, or disputes made from locations within the county.

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

- automatically generate Medicare and Medicaid statements;
- itemize all procedures and supplies employed on patient bills;
- be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

Contractor shall make no attempts to collect its fees at the time of service.

E. Billing System Professionalism and Regulatory Compliance

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

F. Contractor Compensation from County

It is the County and Contractor's shared goal to perform the EMS services outlined herein while requiring no subsidy during the term of the Agreement.

1. Reimbursement for Transports for which County is Responsible

Contractor shall invoice the County for any transport of patient for whom the Health Services Agency is financially responsible. For indigent patients the Contractor shall bill the County at the then current MediCal payment rates for the services provided. For non-indigent patients the Contractor shall bill the County at the Medicare allowable rate for the services provided.

Contractor agrees that the payment provisions contained herein include payment in full for all ambulance services for which Contra Costa Regional Medical Center or Contra Costa Health Plan is financially responsible, including transport of prisoners.

Critical care transport services (ambulance services which provide specialized staffing and equipment beyond that found on pre-hospital emergency ambulances,) are not covered by this Agreement.

Contractor shall submit monthly invoices, performance reports, and statistical data to County. No payments shall be made to Contractor until County receives and accepts the monthly invoice and performance reports and statistical data. Penalties assessed during the previous calendar month shall be deducted by County prior to payment to Contractor.

2. Market rights

Except for provision of backup services, or suspension of this Contract, County shall not enter into agreements with any other provider for ground response to emergency ambulance requests from County designated EMS communications center or other designated public safety dispatch center within Contractor's response area during the term of this Agreement.

County reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this Contract, County may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time

3. Additional Services

During the term of the Agreement, the County may opt to purchase additional services or service upgrades from the Contractor. If this occurs the County will negotiate with the Contractor to reach agreement on compensation terms.

The Optional Services Price List includes specific items that the County may want to consider. The Proposer is to complete the Optional Services Price List and submit with its Proposal.

4. Extensions

By furnishing services clinically superior to the requirements of this specification, the County may grant certain rights to extensions.

G. Accounting Procedures

1. Invoicing and payment for services

Contractor shall render its invoice on or before the 10th business day of each month for the previous month. County shall review and subject to the reconciliation of any

penalty provisions as outlined herein shall pay Contractor invoice on or before the 30th day after receipt of the invoice.

County shall render its invoice for any fines or penalties to the Contractor within 10 business days of the County's receipt of the Contractor's monthly performance reports. The Contractor shall pay County on or before the 30th day after receipt of the invoice from the County. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to the County or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

2. Audits and Inspections

Contractor shall maintain separate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.

With reasonable notification and during normal business hours, County shall have the right to review any and all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to County at the Contra Costa County EMS office or other mutually agreeable location. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

On an annual basis, the Contractor shall provide County with audited financial statements by certified public accountants for Contractor's ambulance operations and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation.

Contractor may be required by County to provide County with periodic report(s) in the format approved by the Contract Administrator to demonstrate billing compliance with approved/specified rates.

H. Insurance Provisions

Contractor shall keep in effect during the entire term of Contract and any extension or modification of Contract, insurance policies meeting the following insurance requirements unless otherwise expressed in Contract:

1. Contractor shall provide malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each act, omission, or occurrence. Such insurance shall be endorsed to include the County of Contra Costa

and their respective officers and employees as additional named insured as to all services performed by the Contractor under this contract.

2. Contractor shall provide workers' compensation insurance coverage for its employees.
3. Contractor shall provide County with a certificate(s) of insurance evidencing liability, medical malpractice and workers' compensation insurance as required herein no later than the effective date of Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of Contract, then Contractor shall provide (a) current certificate(s) of insurance.
4. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to County, State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies.

I. Indemnification

1. Contractor shall defend, indemnify, save, and hold harmless the County its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property including without limitation all consequential damages from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the County or its officers or employees. Contractor will reimburse the County for any expenditures, including reasonable attorneys' fees, the County may make by reason of the matters that are the subject of this indemnification, and if requested by the County will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the Contractor.

J. Performance Security Bond

Contractor shall furnish performance security in the amount of \$500,000 in one of the following forms:

1. A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to County; or
2. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to County and from a bank or other financial institution acceptable to County

**Section
VI****Administrative Provisions****A. Term and Renewal Provisions**

The initial term of the Agreement ultimately executed by Contractor shall be for a period of five (5) years commencing at 12:01 a.m. on July 1, 2005 and terminating at midnight, June 30, 2010.

The Contract may be extended by mutual consent of County and Contractor for two extension periods of two years each, provided Contractor has met the requirements of County and has earned the right to negotiate for renewal based on the performance criteria. The County shall make the offer of extension to Contractor at least twelve (12) months prior to the scheduled end of the term of the Agreement or any previously granted extension.

B. Service Plan

The Service Plan section of the contract will consist of all performance standards and any additional proposed or negotiated services and terms.

C. Continuous Service Delivery

Contractor expressly contracts that, in the event of a Default by Contractor under the Agreement, Contractor will work with the County to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a Default, even if Contractor disagrees with the determination of Default.

D. Annual Performance Evaluation

The Emergency Medical Care Committee will evaluate the performance of the ambulance provider at least annually. An evaluation report will be submitted to the Health Services Director.

The following criteria will be included in the performance evaluation:

1. Response time performance standards have been met at or above the minimum requirements in the Contract;
2. Clinical performance standards have been met at or above the minimum requirements in the Contract;
3. Innovative programs to improve system performance have been initiated.
4. A stable work force has been maintained and there have been documented efforts to minimize employee turnover.

E. Default and Provisions for Termination of the Agreement

County shall have the right to terminate or cancel Contract or to pursue any appropriate legal remedy in the event Contractor materially breaches Contract and shall fail to correct such default within seven (7) days following the service on it of a written notice by County specifying the default or defaults complained of and the date of intended termination of rights hereunder absent cure.

1. Definitions of Breach

Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

- a. Willful failure of Contractor to operate the ambulance service system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated breaches shall constitute a material breach;
- b. Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Contract;
- c. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
- d. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;

- e. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
- f. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- g. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- h. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- i. Repeated failure of Contractor to meet response time requirements after receiving notice of non-compliance from Contract Administrator;
- j. Repeated failure of Contractor to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by County dispatch protocol;
- k. Failure of Contractor to provide and maintain the required insurance and performance security bond;
- l. Failure of Contractor to comply with the vehicle lease provisions;
- m. Failure of Contractor to comply with or exceed the minimum employee wage/salary benefit package as submitted; or,
- n. Willful and repeated material breaches of Contractor's backup provisions.

F. Termination

1. Written Notice

This Contract may be canceled immediately by written mutual consent.

2. Failure to Perform

County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights otherwise to recover its damages.

3. Cessation of Funding

The sole revenue source for Contract is the County Service Area EM-1 service charges collected or to be collected on County tax rolls. If any EM-1 service charges become unavailable to County for any reason, including but not limited to a court decision, or if any service charges are legally challenged in a timely manner, Contract may be immediately terminated by notice to Contractor, and County shall have no financial obligation to Contractor hereunder except for services provided to termination date. Should any of the foregoing events occur, nothing in this subparagraph is intended to prevent County, at its sole discretion, from utilizing any other funds available to it to allow for the continuation of services hereunder.

G. Emergency Takeover

In the event County determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to effect an immediate takeover by County of Contractor's ambulances and crew stations. Such takeover shall be effected within not more than 72 hours after Board of Supervisors' action.

In the event of an emergency takeover, Contractor shall deliver to County ambulances and associated equipment used in performance of Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with County ALS Policies and Procedures.

Contractor shall deliver ambulances and crew stations to County in mitigation of any damages to County resulting from Contractor's breach. However, during County's takeover of the ambulances and equipment, County and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on vehicles and equipment as documented by Contractor at Contract Administrator's request, and verified by County Auditor. County Auditor shall disburse these payments directly to Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, County shall pay the Contractor the rentals specified in Contract.

Nothing herein shall preclude County from seeking to recover from Contractor such rental and debt service payments as elements of damage from a breach. However, Contractor shall not be precluded from disputing the Board's findings or the nature and amount of County's damages, if any, through litigation. However, failure on the part of Contractor to cooperate fully with County to effect a safe/smooth takeover of operations shall itself constitute a breach of

Contract, even if it is later determined that the original declaration of breach by the Board of Supervisors was made in error.

County shall indemnify, hold harmless, and defend Contractor against any and all claims arising out of County's use, care, custody, and control of stations, equipment and vehicles, including but not limited to, equipment defects, defects in material/workmanship, and negligent use of vehicles and equipment. County shall have the right to authorize the use of vehicles and equipment by another company. Should County require a substitute contractor to obtain insurance on equipment, or should County choose to obtain insurance on vehicles/equipment, Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

County agrees to return Contractor's vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of Contractor's equipment not so returned, County shall pay Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear, or shall pay Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

County may unilaterally terminate takeover period at any time, and return facilities and equipment to Contractor. The takeover period shall last, in County's judgment, no longer than is necessary to stabilize the EMS system and to protect the public health and safety by whatever means County chooses.

All of Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to County during an emergency takeover period. Contractor shall maintain and provide to County a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to County within 30 days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within 5 days of emergency takeover. *Emergency takeover procedures shall not apply to public safety agencies.*

H. End Term Provisions

Contractor agrees to return to County all County issued equipment in good working order, normal wear and tear excepted, at termination of this Contract. For any County equipment not so returned, County shall repair or replace said equipment at Contractor's expense and deduct cost thereof from any payments owed to Contractor. In the event Contractor is not owed any payments under this Contract, Contractor shall reimburse County for actual cost of repairs and/or replacement.

I. Transition Planning

1. Competitive Bid Required

Contractor acknowledges that County intends to conduct a competitive procurement process for the provision of emergency ambulance service within Contractor's Emergency Response Area(s) following termination of this Contract. Contractor acknowledges and agrees that County may select a different ambulance service provider to provide exclusive emergency ambulance services within all or any Emergency Response Area(s) specified herein following said competitive procurement process.

2. Future Bid Cycles

Contractor acknowledges and agrees that supervisory personnel, EMT's, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers, and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing bid Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

J. County's Remedies

If conditions or circumstances, constituting a Default as set forth in Section VII.E exist, County shall have all rights and remedies available at law in equity under the Agreement, specifically including the right to terminate the Agreement. The right to pursue Contractor for damages and the right of Emergency take-over as set forth in Section VII. F. G. and K. All County's remedies shall be non-cumulative and shall be in addition to any other remedy available to the County.

K. Provisions for Curing Cardinal Default and Emergency Take Over

In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such Cardinal Default shall constitute a Default of the Agreement. In the event of a Cardinal Default, County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the Cardinal Default. Contractor shall have the right to cure such Cardinal Default

within seven (7) calendar days of receipt of such notice and the reason such Cardinal Default endangers the public's health and safety. Within twenty-four (24) hours of receipt of such notice, Contractor shall deliver to County, in writing, a plan of action to cure such Cardinal Default. If Contractor fails to cure such Cardinal Default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of County) or Contractor fails to timely deliver the cure plan to the County, County may take-over Contractor's operations. Contractor shall cooperate completely and immediately with County to affect a prompt and orderly transfer of all responsibilities to County.

Contractor shall not be prohibited from disputing any such finding of Default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate take over of operations by the County. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred shall be initiated and shall take place only after the Emergency take-over has been completed.

Contractor's cooperation with and full support of such Emergency take-over shall not be construed as acceptance by Contractor of the findings and Default, and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of Default was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of Default by the County was made in error.

For any Default by Contractor which does not endanger public health and safety, or for any Default by County, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications

L. "Lame duck" Provisions

Should the Agreement not be renewed, extended, or if notice of early termination is given by Contractor, Contractor agrees to continue to provide all services required in and under the Agreement until the County or a new entity assumes service responsibilities. Under these circumstances Contractor will, for a period of several months, serve as a lame duck Contractor. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

1. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;

2. Contractor shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement;
3. County recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.
4. Should the County select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence.

M. General Provisions

1. Assignment

Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the County shall not convey any rights to the assignee.

2. Permits and licenses

Contractor shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under the Agreement. In addition, Contractor shall make all necessary payments for licenses and Permits for the services and for issuance's of state Permits for all Ambulance vehicles used. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for Permits and licenses as necessary to provide the services. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

3. Compliance with laws and regulations

All services furnished by Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times.

4. Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of Contract.

5. Retention of Records

Contractor shall retain all documents pertaining to Contract for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Contract's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

6. Product endorsement/advertising

Contractor shall not use the name of Contra Costa County or its EMS Agency for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

7. Observation and inspections

County representatives may, at any time, and without notification, directly observe Contractor's operations of the Medical Dispatch Center, maintenance facility, or any Ambulance post location. A County representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties, and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to the Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for County to fulfill its oversight role.

8. Omnibus provision

Contractor understands and agrees that for four years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books,

documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

9. Small business utilization

Contractor shall consider and involve small businesses, women, and minority owned firms in its purchasing and Sub-Contracting arrangements.

10. Relationship of the parties

Nothing in the Agreement resulting shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and Contractor.

11. Rights and remedies not waived

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without further compensation than that provided for herein. The acceptance of work under the Agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by County constitute or be construed to be a waiver by County of any default or covenant or any Default by Contractor. County's payment shall in no way impair or prejudice any right or remedy available to County with respect to such default.

12. Consent to jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Contra Costa County, California.

13. End-term provisions

Contractor shall have ninety (90) days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

14. Notice of litigation

Contractor shall agree to notify County within twenty-four (24) hours of any litigation or significant potential for litigation of which Contractor is aware.

15. Cost of enforcement

If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work contemplated herein the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the party which prevails.

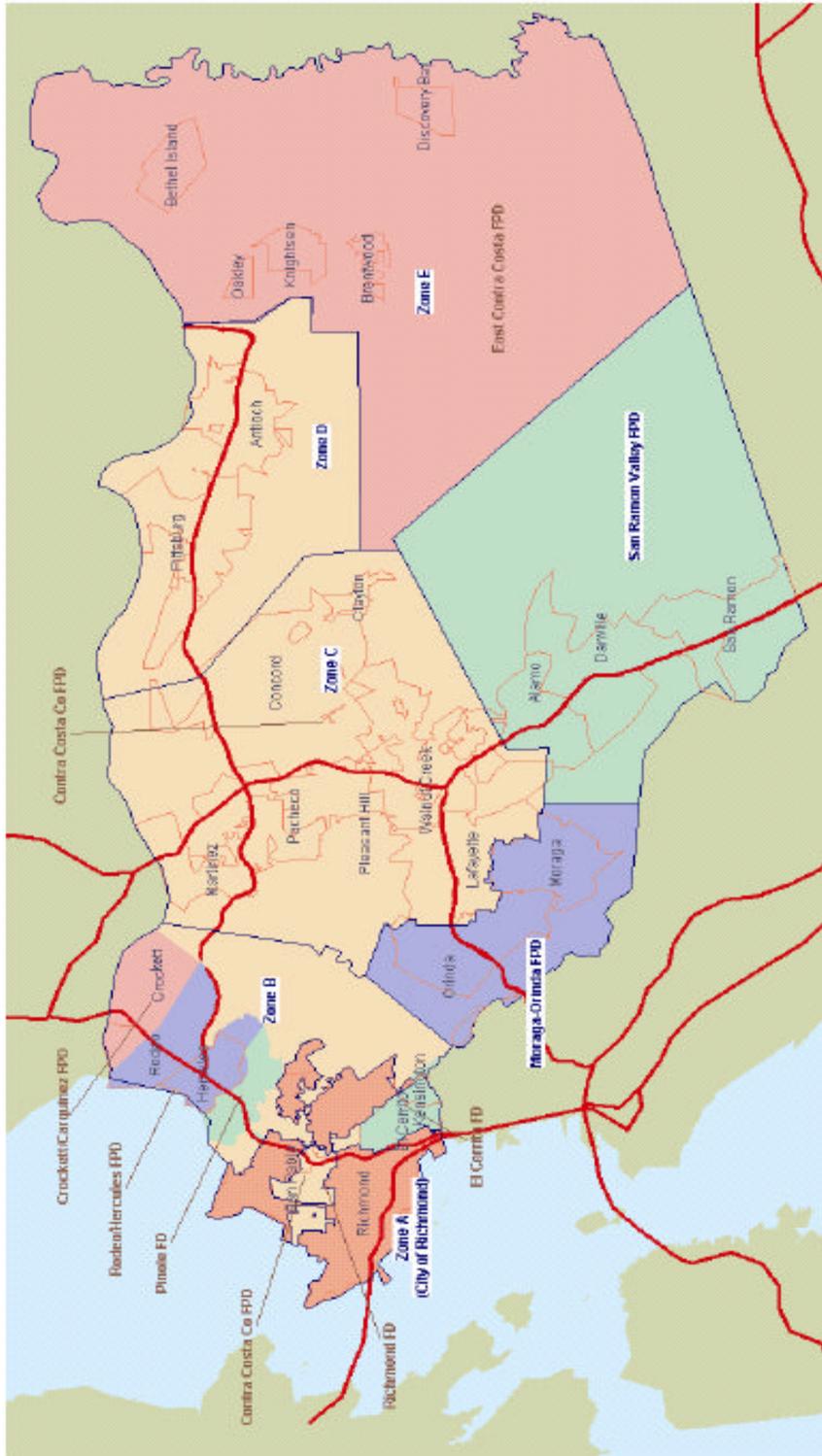
16. General Contract Provisions

In addition to the specific contract provisions listed this document, the written Contract will include general conditions required by County in contracts such as this.

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Emergency Response Zone Map - Appendix 2



Planned Ambulance Response Zones

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Current Approved Ambulance Service Rates - Appendix 3

ALS Base Emergency	877.69	Intubation supplies	32.35
ALS Base Multiple Patient	553.19	Intraosseous needle	16.94
BLS Base Emergency	570.00	Intraosseous kit	66.96
BLS Base Multiple Patient	402.62	IV Saline-lock supplies	30.01
Mileage (ALS & BLS)	19.75	I.V. Start Pak	15.17
Oxygen	60.76	Lasix	15.17
Adenosine	80.59	Lidocaine Preload	24.32
Airway nasal	15.17	Mask pocket	16.44
Airway/oral	7.62	Morphine	15.17
Albuterol/Nebulizer	5.21	Narcan	15.17
Bag valve mask	59.24	Nebulizer	5.59
Bandages Triangular	7.62	Non-rebreather mask	7.62
Atropine	36.44	Normal Saline 1000cc	59.20
Bed pan	7.62	OB pack	22.80
Benadryl	15.17	Pacing Electrodes	29.55
Blanket-disposable	15.17	Pleural decompression kit	49.39
Blood-draw tube/needle	15.17	PTV kit	40.35
Bretylum	85.07	Pulse Ox Sensor, Disposable	47.11
Burn sheet	15.17	Resuscitator valve (disp)	15.17
Calcium Chloride	22.80	Sodium Bicarbonate	30.39
Cervical collar	53.17	Splint – arm (disp)	10.63
Activated charcoal	15.24	Splint – leg (disp)	10.63
CO2 detection devise	26.32	Sterile water inj.	15.17
Cold/Hot pack	6.05	Suction tube/tip sup	23.86
Dextrose 50%	30.39	Universal precautions	16.70
Defib/Electrodes Pediatric	59.55	Urinal	7.62
Defib paddles (pedi)	9.56	Valium	15.17
Defib Pads	29.55	Versed 10mg	45.85
Dopamine	15.17	Wait time (per ¼ hr)	151.90
Dressing-major	7.62		
EKG monitor	91.15		
EKG electrodes	15.17		
EOA Combi-tube, ptl	133.45		
Epinephrine 1:100 1mg/cc	15.17		
Epinephrine 1:10,000	19.74		
Epinephrine 1:1,000 1mg/30cc	30.39		
Extra attendant - ALS	227.82		
Extra attendant - BLS	113.94		
Special handling	60.76		
Glucagon	90.30		
Glucose paste	22.80		
Headbed immobilizer	10.50		

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Current Response Time Performance Data - Appendix 4

Ambulance Dispatch Report - Year 2003 Responses by Community, Response Code and Average Code 3 Response Time

Community	All Responses		Code Two		Code Three		Avg. Response Time*
	#	%	#	%	#	%	
Totals	67,480	100.0	15,709	23.3	51,771	76.7	7.43
Richmond	10,922	16.2	1,337	12.2	9,585	87.8	6.96
San Pablo	2,598	3.9	762	29.3	1,836	70.7	6.16
El Cerrito	1,818	2.7	204	11.2	1,614	88.8	7.69
El Sobrante	457	0.7	82	17.9	375	82.1	8.51
Kensington	208	0.3	22	10.6	186	89.4	11.60
Pinole	1,515	2.2	374	24.7	1,141	75.3	6.75
Hercules	995	1.5	247	24.8	748	75.2	8.84
Rodeo	408	0.6	125	30.6	283	69.4	8.62
Crockett	256	0.4	67	26.2	189	73.8	12.58
Concord	10,089	15.0	2,947	29.2	7,142	70.8	6.96
Martinez	3,188	4.7	844	26.5	2,344	73.5	7.95
Pleasant Hill	2,418	3.6	703	29.1	1,715	70.9	6.89
Pacheco	178	0.3	49	27.5	129	72.5	7.10
Clayton*	475	0.7	131	27.6	344	72.4	10.23
Clyde	13	0.0	8	61.5	5	38.5	9.40
Walnut Creek	6,011	8.9	1,446	24.1	4,565	75.9	7.40
Lafayette	1,149	1.7	332	28.9	817	71.1	9.24
Orinda	838	1.2	230	27.4	608	72.6	8.06
Moraga	764	1.1	192	25.1	572	74.9	7.55
Alamo	609	0.9	47	7.7	562	92.3	6.72
Danville	1,798	2.7	52	2.9	1,746	97.1	6.91
San Ramon	1,755	2.6	71	4.0	1,684	96.0	7.10
Diablo	45	0.1	0	0.0	45	100.0	8.00
Blackhawk	189	0.3	2	1.1	187	98.9	7.58
Antioch	6,766	10.0	1,906	28.2	4,860	71.8	7.06
Pittsburg	5,714	8.5	1,785	31.2	3,929	68.8	7.33
Bay Point	1,141	1.7	306	26.8	835	73.2	7.88
Oakley	1,421	2.1	392	27.6	1,029	72.4	8.35
Bethel Island	513	0.8	127	24.8	386	75.2	9.84
Brentwood*	2,179	3.2	603	27.7	1,576	72.3	9.10
Discovery Bay*	552	0.8	200	36.2	352	63.8	12.73
Byron*	370	0.5	92	24.9	278	75.1	10.67
Other/Unknown	128	0.2	24	18.8	104	81.3	18.19

*Average response times do not include calls cancelled enroute or calls by Unit 75 (first responder)

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Mandatory Forms (2) To Be Submitted with Proposals - Appendix 5

Face Sheet - FORM A

**PROPOSAL TO PROVIDE EMERGENCY AMBULANCE SERVICES TO
CONTRA COSTA COUNTY**

2004

*****THIS FORM MUST APPEAR AS THE FIRST PAGE OF THE PROPOSAL *****

This is a proposal to contract with Contra Costa County to provide primary emergency ambulance service to persons requesting said services through the County or a County-designated emergency dispatch center.

NAME OF
BIDDER: _____

dba _____

LEGAL
ADDRESS: _____

PHONE: _____ FAX (required for notification) _____

CONTACT PERSON: _____

PHONE: _____ email _____

ADDRESS FOR MAILINGS (if different):

OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION

PROPOSAL # _____

DATE RECEIVED: _____ TIME RECEIVED: _____

BY: _____

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Paramedic and EMT-I Compensation Packages - FORM B

Provider _____ Personnel Category: _____ Paramedic _____ EMT-I _____

*****FORMS FOR PARAMEDICS AND FOR EMT-I'S MUST BE INCLUDED IN THE PROPOSAL*****

	New Employee		After 2 Yrs Employment		After 5 Yrs Employment	
Hourly Wage: (Straight time)	Lowest	\$ _____/hr	Lowest	\$ _____/hr	Lowest	\$ _____/hr
	Highest	\$ _____/hr	Highest	\$ _____/hr	Highest	\$ _____/hr
	Median	\$ _____/hr	Median	\$ _____/hr	Median	\$ _____/hr
Average number of hours per week for full time employees: _____						
Average gross earning per year for full time employees: _____						
Paid Vacation	_____ days/year		_____ days/year		_____ days/year	
Paid Holidays	_____ days/year		_____ days/year		_____ days/year	
Sick Leave	_____ days/year		_____ days/year		_____ days/year	
Paid Continuing Ed.	_____ hours/year		_____ hours/year		_____ hours/year	
Uniform Allowance	\$ _____/year		\$ _____/year		\$ _____/year	
Tuition Reimbursed	\$ _____/year		\$ _____/year		\$ _____/year	
Health Care						
a. Medical	_____ % covered		_____ % covered		_____ % covered	
	\$ _____ deductible		\$ _____ deductible		\$ _____ deductible	
b. Dental	_____ % covered		_____ % covered		_____ % covered	
c. Optical	_____ % covered		_____ % covered		_____ % covered	
Stock Options:						
Profit Sharing:						
Day Care Services:						
Career Development:						
Pension Plan:						

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Required Pricing Forms (3) to be Submitted with Proposal - Appendix 6

A. Patient Charges

Complete the proposed charge for each of the items listed below. No other patient charges will be considered.

BLS Base Rate	\$ _____
BLS-Emergency Base Rate	\$ _____
ALS 1 Base Rate	\$ _____
ALS 1-Emergency Base Rate	\$ _____
ALS 2 Base Rate	\$ _____
Loaded Ambulance Mile Rate	\$ _____
Treat and no transport charge	\$ _____

B. Service Price Sheet

Annual cost of 24/7 of paramedic staffed
non-transporting ALS quick response vehicle (QRV): \$_____ per year

Hourly cost of QRV: \$_____ per hour

Marginal Paramedic Ambulance
Hourly Reimbursement Rate: \$_____ per hour

C. Optional Services Price List

It is the intent of this procurement to result in a zero subsidy for the Ambulance Contractor. The Ambulance Contractor shall rely on collections from patient charges and reimbursement from the County for transporting patient for whom the County is financially responsible.

The County may opt to purchase additional services or service levels from the Contractor. The purpose of this Optional Services Price List is to allow the County to identify the actual costs of these services.

The Contractor will provide the following services if requested by the County for the amount entered on this Price List for the term of the Agreement plus any annual C.P.I. adjustments as provided for in the Agreement.

Upgrading Ambulance Fleet

If the Proposer submitted its Proposal with the intention of providing Type II (van-style) ambulances for emergency responses within the County, what would be the total additional annual cost to upgrade the Emergency Ambulance Fleet to Type III (van/modular) ambulances?

Total annual cost of upgrading to Type III ambulances: \$ _____ per year.

Deployment of Reserve Ambulance Fleet

If the County decides to deploy between five (5) and fifteen (15) fully stocked and equipped reserve ambulances throughout the County for Disaster and Mass Casualty situations, what would be the total annual cost for acquisition, insuring, maintaining, and equipping each ambulance. Please differentiate between the cost of providing Type II and Type III ambulances.

Cost per reserve ambulance: Type II \$ _____ per year

Type III \$ _____ per year

Guaranteed Paramedic Response Time Performance for East Contra Costa County

If the County decides to establish a performance-based response time requirement of 9:59/90% for the urban/suburban area of the East Contra Costa Fire Protection District (covering the cities of Brentwood and Oakley, the unincorporated communities of Bethel Island, Knightsen, Byron, and Discovery Bay and other unincorporated territory of the County served by the East Contra Costa Fire Protection District) and allows the Contractor to include response times of **both** ambulance units and Quick Response Vehicles, what would be the additional annual cost, if any?

The assumptions to be used include:

- a. Three of the four QRVs required to be provided under this procurement would be stationed in the East Contra Costa County Fire District at fire stations located in Bethel Island, Byron (or Discovery Bay), and Oakley;
- b. These three QRVs would be dispatched by the Contractor;
- c. The 9:59 paramedic response time would be in addition to the 11:59 paramedic ambulance response time requirement;
- d. Penalties for failure to meet the paramedic response time requirement would be similar to those specified in this RFP for failure to meet the paramedic ambulance response standard and would be in addition to penalties for failure to meet the ambulance response standard.

Cost to provide guaranteed paramedic response in East County \$ _____ per year

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Letter from Labor Unions with their Considerations for the RFP Process - Appendix 7

May 14, 2004

Art Lathrop
Director, Contra Costa Emergency Medical Services
1340 Arnold Drive, Suite 126
Martinez, CA 94553-1631
Fax: (925) 646-4379

Dear Mr. Lathrop,

Healthcare Workers Union, SEIU Local 250 and IAFF Local 1230 know that emergency services here in Contra Costa are of vital importance to all county residents. Our members, who are responsible for providing emergency services in Contra Costa County, have many concerns about how these services are implemented in our Community. We view our participation in the RFP process as vital to insuring that the knowledge and experience of those who actually provide these services to the community on a daily basis are utilized to guarantee the best possible medical care in emergency situations. Through continuing discussions between our two organizations, we have developed a list of components we believe are essential to insuring a successful RFP process:

1. Both IAFF Local 1230 and SEIU Local 250 should each have a voting member on the Committee that recommends an ambulance provider to the County Board of Supervisors.
2. The RFP should have worker retention language for all EMS personnel currently employed by American Medical Response that also recognizes the union and maintains the current collective bargaining agreement in case another provider other than American Medical Response is chosen.
3. All 911 responding ambulances shall maintain the Dual Medic configuration, which could be phased out, by attrition, to a 1 EMT to 1 Medic configuration during the life of the contract. The Dual Medic configuration shall remain in place for West County

and other areas in the County where Fire Departments are not capable of providing Engine-based paramedic services.

4. Safety equipment should be provided for each EMS crewmember on 911 responding ambulances to provide protection on motor vehicle accidents' or other calls requiring a high level of protection.
5. 911 responding ambulances should be capable of providing safety for crewmembers and workspaces that will allow for unhindered, quality patient care. 911 Ambulance mileage shall not exceed 200,000 miles.
6. The County should establish Joint training for EMS and Fire personnel on ICS, Biological, Nuclear and Chemical disasters.
7. The County should establish a Joint Committee of Firefighters and EMS Ambulance personnel to address Emergency Services issues, including, but not limited to, recruitment and retention of a diverse workforce in EMS and Fire Service.
8. All BLS ambulances should have AED capability.
9. ALS units will not be used to respond on 5150 calls unless the patient requires ALS treatment such as an overdose or major trauma.
10. The County shall maintain the current language on response time. Fire services and representatives of both unions should review the list of response time exceptions.
11. The contract provider, fire services and EMS office should work together to provide adequate Continuing Education classes to insure that all paramedics and EMTs can meet their biannual requirements.
12. All Measure H money should be returned to the County and put to use in expanding and maintaining an engine based paramedic program.
13. The County should set a minimum number of 911 ambulances that must be in the field daily.
14. Contra Costa Fire should dispatch the 911 ambulances.
15. Firefighters should have a higher priority for filling training positions on ambulances.
16. There should be an ambulance parked at every Fire station that currently stores the multi casualty caches in the county. That ambulance is only to be used during disaster situations.

We make these recommendations in the hope that by working together with the leaders of our County, we can ensure that our Community is a safe place to live and work for our families, friends, and neighbors.

Sincerely,



Sal Rosselli
President
SEIU Local 250



Lou Paulson
President
IAFF Local 1230

DM:seiu250/iaff-co

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Designated Rural Areas - Appendix 8

Rural Map Pages – Thomas Bros. Digital Edition 2005

550	C6-7		E1-7		C1-3	656	All
	D6-7		F1-7		D1-3	657	All
	E6-7		G1-7		E1-4	658	A1-4
	F6-7		H1-7		F1		B1-4
	G5-7		J1-7	613	A5-7		C1-4
	H5-7	591	A1-7		B4-7		D1-3
	J6-7		B1-7		C2-7		E1
557	All		C1-7		D2-7		F1
558	A1-4		D1-7		E2-7	676	A1-2
	B1-3		E1-7		F1-7		B1-2
570	C1-4		F5-7		G2-7		C1-2
	D1-7		G5-6		H3-7		D1
	E1-7	594	A1-4		J3-7		E1
	F1-7		B1-7	614	A3-7		F1
	G1-7		C1-7		B1-7		G1
	H1-7		D1-7		C1-7		
	J1-7		E1-7		D1-7		
571	A1-7		F1-7		E1-7		
	B2-7		G1-7		F1-7		
574	A6-7		H2-7		G1-7		
576	E2		J3-7		H1-7		
	F2	595	A3-7		J1-7		
	G1-2		B3-7	615	All		
	H1-3		C6-7	616	A6-7		
	J1-4		D6-7		B6-7		
577	A1-4		E6-7		C5-7		
	B1-4		F6-7		D6-7		
	C1-7		G6-7		E6-7		
	D1-7		H6-7		F4-7		
	E1-7		J6-7		G4-7		
	F1-7	597	All		H4-7		
	G1-7	598	A1-7		J4-7		
	H1-7		B2-7	617	All		
	J1-7		C5-7	618	A1-7		
578	A2-7	609	G1-2		B1-7		
	B1-7		H1-3		C1-7		
	C1-6		J1-4		D1-3		
	D3-4	610	A1-7	634	All		
589	D4-5		B1-7	635	All		
	E4-6		C1-7	636	All		
	F5-7		D1-7	637	All		
	G5-7		E1-4	638	A1-7		
	H6-7		F1-4		B1-7		
	J4-7		G1		C5-7		
590	A4-7		H1		D5-7		
	B1-7		J1-2		E5-7		
	C1-7	611	A1-2		F5-7		
	D1-7		B1-3	655	All		

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County Required On-Board Equipment and Supplies Lists - Appendix 9

CONTRA COSTA HEALTH SERVICES EMERGENCY MEDICAL SERVICES

December 1, 2002

AMBULANCE EQUIPMENT AND SUPPLY REQUIREMENTS

1. Vehicles
 - a) Ambulance vehicles shall meet standards specified in Title 13, California Code of Regulations, and each shall possess a valid emergency vehicle permit issued by the California Highway Patrol.
 - b) Vehicles shall be maintained, clean and in sound mechanical and body condition at all times.
 - c) All ambulances shall have adequate space in the patient care compartment to accommodate at least one stretcher patient and two providers. There shall be sufficient space to allow for patient care activities during transport.
2. General Emergency Care Equipment and Supplies
Ambulances shall meet the State requirements for emergency care equipment and supplies. All equipment and supplies carried for use in providing emergency medical care shall be maintained in clean condition and good working order and shall include, but not be limited to:

ITEMS	Minimum In-service Requirement
Oropharyngeal airways: 000, 00, 0, 1, 2, 3, 4, 5, 6	1 each
Nasopharyngeal airways: 28, 30, 32, 34	1 each
Padded bite sticks (commercial or homemade)	2
Oxygen mask – adult/pediatric (non-rebreather)	2 each
Oxygen mask – infant/pediatric	2 each
Nasal cannula – pediatric/adult	2/adult – 2/ped
O ₂ tank – fixed in vehicle with regulator (M-tank or equivalent)	1
Portable O ₂ tank with regulator (sufficient to provide patient with not less than 10 lpm for 20 minutes)	1
Resuscitation Bag-Valve, capable of use with O ₂ : Infant, Pediatric, Adult	1 each
Clear mask for use with Bag-Valve and demand-valve (adult only): Adult	2
Clear mask for use with Bag-Valve: Infant, Pediatric	1 each
Portable Suction – mechanical/hand powered	1
Pharyngeal tonsil tip (rigid) for suctioning	2
Suction catheters: 8FR, 10FR, 18FR	1 each
Band-Aids	12
4" Sterile bandage compresses or equivalent	12
3x3" or 4x4" sterile gauze pads	4

2" or 3" rolled bandages	6
40" triangular bandages	4
10x30" or larger universal dressing	2
1", 2" or 3" adhesive tape	2 rolls
Bandage shears	1
Vaseline gauze	2
Arm splints – with soft or cushioned surface or equivalent padded board, wrap around, wire ladder, inflatable or cardboard	2
Leg splints – with soft or cushioned surface or equivalent padded board, wrap around, wire ladder, inflatable or cardboard	2
Traction splints – with lower extremity limb support slings, padded ankle hitch traction strap and heel rest or equivalent (reel, sager or equivalent): Adult/Pediatric	1 each
Spineboard – long with 4 straps (or equivalent)	2
Spineboard – short with 2 straps or equivalent (Kendrick Extrication Device)	1
Head immobilizer – disposable or impervious to bodily fluids – sand bags are not acceptable	2
Cervical collars – Hard: sizes to fit all patients over one (1) year of age	2 each
<i>Optional: adjustable cervical collar (hard only): sizes to fit all patients over one (1) year of age</i>	2
Scoop stretcher with straps (or equivalent)	1
Blood pressure cuffs with manometers (portable): Adult, Large arm (obese), Pediatric, Infant	1 each
Stethoscope: Adult/Pediatric (or combination)	1
Burn sheets (sterile) – may be disposable or linen (with date of sterilization and expiration indicated)	1 set
Irrigation tubing	1
Saline for irrigation, sterile:	2000cc
Cold packs	2
Obstetrical Kit (sterile, to include minimum of umbilical cord tape or clamps (2), 1 scissors or scalpel, 1 aspirating bulb syringe, 1 pair gloves, 2 drapes, dressings & towels, clean plastic bag	1
Newborn Stocking Cap	1
Emergency thermal blanket (reflective foil)	2
Ambulance gurney – capability for elevating the head and be adjustable, straps for securing patient to gurney, wheels, non-permeable covering material, means of securing gurney in vehicle.	1
Triage tags	20
Current map of entire county (within 2 years) or ambulance zone maps	1
Current Contra Costa EMS Field Treatment Guidelines and policies	1

Restraints – leather ankle and wrist or other soft restraints (4 per set)	1 set
Battery operated flashlight	1
Emesis basin or disposable emesis bags and covered waste container	1
Linen – towels, sheets, pillow cases, blankets, pillows	2 each
Glucose Paste	1 tube

ALS Ambulance Emergency Care Equipment and Supplies: In addition to the BLS ambulance supply & equipment requirements, advanced life support units shall include, but not be limited to, the following:

ITEMS	Minimum In-service Requirement
Cellular telephone	1
Monitor/defibrillator (portable) – must have strip chart recorder and synchronized cardioversion capabilities	1
Extra charged batteries for monitor/defibrillator	1
Defibrillator paddles/patches: Adult, Pediatric	1 set each
Laryngoscope handle	1
Laryngoscope blades: #0, 1, 2, 3, 4 Miller	1 each
Laryngoscope blades: #2, 3, 4 Macintosh	1each
Endotracheal tubes: 6.0, 7.0, 8.0, 9.0 cuffed	2 each
Endotracheal tubes: 2.5, 3.0, 3.5, 4.0 uncuffed	4 each
Endotracheal tubes: 4.5, 5.0, 5.5, 6.0 uncuffed	2 each
Water soluble lubricant – individual packets	3
Magill forceps: Adult, Pediatric	1 each
Batteries (extra) for laryngoscope	1 set
Bulbs (extra) for laryngoscope	1
ETT securing device: Adult, Pediatric	2 each
Stylet: Adult, Pediatric	1 each
Pen light	1
End-Tidal CO ₂ (ETCO ₂) detector	2
ETT placement assessment device (bulb)	1

ETT Nebulizer Adapter	2
Meconium aspirator	2
Esophageal Tracheal Double Lumen Airway (ETDLA)	1
Hand-held nebulizer for inhalation	2
Nebulizer mask	2
Pleural Decompression/Needle Thoracostomy kit: (or equivalent) <ul style="list-style-type: none"> ✓ Angiocatheter – 12 - 14ga ✓ Syringe – 30cc ✓ One-way valve ✓ Rubber connecting tube ✓ Betadine swabs (4) ✓ Alcohol swabs (4) ✓ Vaseline gauze (2) ✓ Sterile gauze pads (2) ✓ Tape 	2 sets
Needle cricothyrotomy kit (or equivalent): <ul style="list-style-type: none"> ✓ Angiocatheter – 10-13 ga ✓ Syringe – 30cc ✓ Scalpel with #11 blade ✓ Betadine swabs (4) ✓ Alcohol swabs (4) ✓ Vaseline gauze (2) ✓ Sterile gauze pads (2) ✓ Tape ✓ Oxygen tubing ✓ "Y" connector ✓ IV extension tubing 	1 set
Intraosseous IV kit (or equivalent): <ul style="list-style-type: none"> ✓ Sterile gloves (2 pair) ✓ Intraosseous needle (2) ✓ Betadine swabs (3) ✓ Syringe – 3cc 	2 sets
Syringes: 1cc, 30cc	2
Syringes: 3cc, 5cc, 10/12cc	2each
Needles: 18ga 1", 20ga 1", 22ga 12", 25ga ε" (or equivalent)	2each
Medication-added labels	2
IV catheters: 14ga, 16ga, 18ga, 20ga, 22ga, 24ga	4 each
2x2 sterile gauze pads	10
Alcohol swabs	5
Tourniquet	2
Razor	1
Armboard: Infant, child, adult	1 each

Normal Saline solution – 1000cc bag	4
Normal Saline solution – 250ml or 500ml for pediatric patients	2
Saline lock with extension tubing	2
IV tubing: mini drip (60gtt), macro drip (10/15gtt), extension tubing (or equivalent)	4 each
Glucometer (with lancets and test strips)	1
Secured drug box	1
Broselow tape (or length-based equivalent)	1
Activated Charcoal (25gm)	2
Adenosine (6mg)	5
Albuterol (2.5mg/3ml unit dose ampule)	4
Atropine (1mg preload)	4
Aspirin (81mg tablets)	1 bottle
Diphenhydramine (Benadryl) (50mg/1cc)	2
Calcium Chloride (1 gm)	2
Dextrose 25%	2
Dextrose 50% (25gm/50cc)	2
Dopamine (400mg/250cc premixed bag) (or equivalent)	1
Epinephrine 1:10,000 (1mg/10cc)	4
Epinephrine 1:1,000 (1mg/1cc)	2
Glucagon (1mg/1cc)	1
Furosemide (Lasix)	100 mg
Lidocaine 2%	300 mg
Midazolam (Versed) (5mg/ml ampule/vial)	20 mg
Morphine Sulfate (10mg/1cc ampule/vial)	2
Naloxone (Narcan)	6 mg
Nitroglycerin (0.4 mg/tab or multidose spray)	1 bottle
Sodium Bicarbonate (50mEq/50cc)	1

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County Message Transmission Network Standard - Appendix 10

The EMS Message Transmission Network (MTN) automates the processing of requests between various EMS service provider computerized dispatch centers (CAD's). The detailed Contra Costa County Emergency Medical Services "Automated EMS Message Transmission Network Specification" which describes the design guidelines and specifications for the EMS Message Transmission Network (MTN), is available on line at www.cccems.org or in hard copy at the EMS Agency Offices.

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