

County of Santa Cruz

HEALTH SERVICES AGENCY

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0071

HEALTH SERVICES AGENCY ADMINISTRATION

February 11,2002

Board Agenda: March 12,2002

BOARD OF SUPERVISORS County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060

Subject:

Competitive Bid for Emergency Ambulance Advanced Life Support

Transport Services

Dear Members of the Board:

Introduction

In 1997 your Board approved a contract for ambulance services with American Medical Response West (AMRW) for a five-year term. This contract was amended November 16,1999 to revise language dealing with excess revenues, and September 11,2001 to change to the accrual basis of accounting, cap direct and indirect costs, align the fiscal years of the contractor and contract, and adjust the training program approval process. The contract as amended will end August 31, 2003. AMRW has provided uninterrupted service in Santa Cruz County since 1978 (formerly as Santa Cruz Ambulance and PACMED). AMRW also serves contiguous counties including Monterey, San Benito, Santa Clara, and San Mateo.

Planning Process

The Health Services Agency (HSA) co-sponsored an EMS Forum in April 2000 which imagined the possibilities for the EMS system. The Forum was followed by a community survey about EMS priorities which identified rural issues, a desire to improve response times (even at increased cost), billing based on actual services provided rather than a flat rate, and the potential for a reduction in response for minor emergencies. A second annual EMS Forum held October 10, 2001 provided a snapshot of the system as it exists and discussed the realities of system design as the County moves forward toward its next ambulance services contract.

HSA worked with an EMS consultant, Diane Akers, to develop a request for proposal (RFP) with credentials qualifications, minimum requirements and proposed ambulance rates. The RFP was developed by meeting with EMS stakeholders, reviewing documents, reviewing state guidelines, referencing the results of EMS Forums and surveys and reviewing minutes from various meetings. Public and constituency group

input was solicited. Focus groups included seniors and other vulnerable populations, the homeless, the Long Term Care Commission, rural Fire agencies, the Emergency Medical Services Integration Authority (which is a joint powers authority of the local fire agencies) and labor unions. Minimum requirements were developed in discussions with HSA and these groups. Recent RFPs from nearby Counties were also reviewed to develop potential options. Specific language was reviewed with County Counsel and HSA. A draft version of the RFP was approved the California Emergency Medical Services Authority.

The purpose of the RFP is to allow competition in the awarding of this monopoly, ensure compliance with the anti-trust laws and allow the County to ensure the public is getting the best service for an approved fee. The next step is to release the RFP for public comment and review. Public comments received on or before April 5, 2002 will be reviewed by HSA and may be incorporated into the final RFP. The final RFP will be returned to your Board for approval and authorization to release on April 23, 2002.

Once released, the RFP will be distributed to interested bidders and a bid conference will be scheduled for June 27, 2002. Responses to bidder questions will be developed. Bids will be reviewed by a Proposal Review Committee which will entertain bidder presentations and develop a draft recommendation for HSA. HSA will review that recommendation and forward a final recommendation to your Board. If the County only receives one acceptable response to the RFP, then HSA proposes to proceed directly into negotiations with that vendor.

It is, therefore, RECOMMENDED that your Board:

- Direct the Health Services Agency to release the Request for Proposal (RFP) for Emergency Ambulance Advanced Life Support Transport Services for public comment and review; and
- 2. Direct the Health Services Agency to return on April 23, 2002 with a final RFP for Board of Supervisor's approval.

Sincerely,

Rama Khalsa, Ph.D.

Health Services Administrator

Attachment: Request for Proposal Emergency Ambulance Services

RECOMMENDED

Susan A. Mauriello

County Administrative Officer

cc: County Administrative Office Auditor-Controller County Counsel Emergency Medical Commission HSA Administration

County of Santa Cruz Health Services Agency

Request for Credentials/Proposals

Emergency Ambulance Services

Service beginning September 1, 2003

Bidder's Conference
June 27,2002 from 900 to1100 hours
At
Conference Room
1080 Emeline Avenue Building D
Santa Cruz, CA 95060

Proposals Due September **12,2002** by **1:00** p.m.

Address to:
Vol Ranger, **EMS** Administrator **1080** Emeline Avenue, Building **D**Santa Cruz, CA **95060**

Official Contacts Only:

This RFP contains restrictions on contact with public officials, County's consultants or others working on behalf of the County. Official contact policy is on pages 9 and 10 of this document. Violation of policy may lead to disqualification.

AMBULANCE RFP TIMELINE

April 23, 2002	•	RFP approved by Board of Supervisors RFC/RFP Issued by Health Services Agency	
June 18,2002	•	Deadline for receipt of all questions regarding the RFP by 1:00 p.m.	
June 27,2002	•	Bidders' Conference, amendments to RFP released (if any)	
September 12,2002	•	Deadline for submission of proposals due by 1:00 p.m. Bidder Bond due	
September 26, 2002	•	Proposal Review Committee Presentations	
September 27 – October 9,2002	•	Investigation of bidder's submissions and claims	
October I0, 2002	•	Public announcement of HSA Administrator's recommendation	
October 17,2002	•	Final date for submission of Award protests due by 1:00 p.m.	
November 5,2002	•	Final recommendation of award to B/S by HSA Administrator and Declaration of Intent to Contract by B/S (Performance security due)	
November 5 – February 11,2003	•	Contract negotiations	
February 25,2003	•	Presentation of final negotiated contract to B/S and approval of contract by B/S	
September 1, 2003	•	Implementation of Service by Contractor	

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1.1 Invitation

As provided for in Section 1797.224 of Division 2.5 of the Health and Safety Code, the County of Santa Cruz (County) California invites experienced and qualified Bidders to submit proposals to provide emergency advanced life support (ALS) ambulance services as specified in this document for all of Santa Cruz County (See Attachment A). The successful bidder will be granted an exclusive contract for five (5) years with the opportunity to earn up to five (5) additional years of extension. The contract start date will be September 1, 2003 at 12:01 a.m.

1.2 System Design

This is a request for proposals (RFP) for Exclusive Operating Area (EOA) 1 which includes the entire County of Santa Cruz. The precise boundaries of this EOA are shown on Attachment A. The system design requires Advanced Life Support to stop the response time clock and 2 paramedics for transport. If first responders provide initial ALS, a transport unit response time shall be required. Additional minimum standards are specified in Section 4 of this document.

1.3 Description of Santa Cruz County

Santa Cruz County, in terms of geography with 445 square miles, is the second smallest County in California. The population based upon the 2000 census is 255,602 persons, most of which are located along an urban strip extending from the southern area of the County known as Pajaro Valley, along a narrow coastal corridor to the City of Santa Cruz, and then extending up a canyon area known as San Lorenzo Valley. The County is mostly coastal mountain range, going from sea level on the western side of the County adjacent to the Pacific Ocean, to 3500 foot elevation on the eastern county boundary with Santa Clara County. The northern county boundary is with San Mateo County and is mostly uninhabited land, and thickly forested with redwoods. The southern boundary in the Pajaro Valley is with Monterey County and a small area is adjacent to San Benito County. The Pajaro Valley area is of urban population density and located in a primarily agricultural area.

Because of the ideal weather and location on the Monterey Bay Coastal Sanctuary as well as the coastal mountain range, Santa Cruz is known mostly for its recreational attributes. Santa Cruz County industry is mostly agricultural and tourism. The largest employers within the County are government as well as the University of California Santa Cruz (UCSC). The

University enrollment is now over 12,000 and slated to increase to 15,000 within the next 5 years.

The topography severely limits the road system with only two major thoroughfares which are Highway 1, running mostly north and south connecting Monterey and San Mateo Counties, while Highway 17 is the main connecting highway running east and west from the City of Santa Cruz to Santa Clara County.

Santa Cruz County has a history of natural disasters including earthquakes, floods, and landslides.

1.4 History of Santa Cruz County EMS

Santa Cruz County enacted a County Ambulance Ordinance in October 1974 to set standards for ambulance services within the County. In 1979, an EMS study recommended the development of ambulance zones to provide an organized response. At the time, three ambulance services were operating within the County, A-1 Ambulance of Watsonville, Santa Cruz Ambulance of Santa Cruz, and American Ambulance of the San Lorenzo Valley. Santa Cruz Ambulance later purchased American Ambulance.

In 1979 the Santa Cruz County Board of Supervisors appointed the Health Services Agency as the Local EMS Agency. An ordinance established the Emergency Medical Care Commission (EMCC) which advises the Board of Supervisors on community EMS concerns. The EMCC was comprised of twelve members, five of whom represent the five supervisorial districts, and the remainder are members at large who represent the ambulance provider, both hospitals, fire services, law enforcement, field EMS personnel, consumers, and physicians.

In 1984 the Prehospital Advisory Committee (PAC) was formed to advise the EMS Medical Director on technical issues in prehospital care. This committee is responsible for the development of prehospital policies and procedures for basic life support, advanced life support, and pediatric care. Members include representatives from the ambulance services, fire services, base station hospitals, helicopter services, educational institutions, and base station medical directors.

In 1985, Santa Cruz and A-1 Ambulances provided Advanced Life Support (ALS) services; A-1 was then purchased by Santa Cruz Ambulance. In 1989 the name was changed to PACMED, and changed again in 1994 to American Medical Response West (AMRW). AMRW as acquired by Laidlaw in 1996 but the name and scope of service remained unchanged. In 1997, the current contract between AMRW and the County of Santa Cruz for ambulance transport services began.

Fire service is an integral part of Santa Cruz County EMS. A list of the departments and the level of services provided is shown on pages 5 and 6. Aptos La Selva Fire Protection District has provided ALS first responder services since 1978. The Santa Cruz County EMS Integration Authority (EMSIA) was formed in 1997 as a joint powers authority to integrate fire-based medical resources with the County ambulance provider. A Fire Integration Impact Analysis was conducted by an EMS consultant, the Lazar Agency, to offer recommendations for EMS system enhancements, including the prospect of increased participation in EMS by fire agencies in the County. Central Fire Protection District began phased implementation of ALS services with firefighter paramedics in October 1998 this was followed shortly by Santa Cruz City Fire Department in November 1999 and Watsonville Fire Department in January 2000. The County anticipates Scotts Valley Fire Department to implement ALS First Responder services in July of 2002.

1.5 Medical Control

Medical Director – The County contracts with a physician, with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the local EMS system. (Health & Safety Code 1797.202)

<u>Treatment Protocols</u> -- The Santa Cruz County Advanced Life Support (ALS), Basic Life Support (BLS), Pediatric policies and protocols, and trauma scoring are used by first responders, EMT-ls, paramedics, mobile intensive care nurses (MICNs), and Base Hospital physicians to provide care to patients in the field. These policies and protocols are approved by the Prehospital Advisory Committee and adopted by the EMS Medical Director. The policies and procedures undergo regular review and revision.

On-line – County authorized mobile intensive care nurses (MICNs) and base hospital physicians (BHP) communicate directly with paramedics during the care and transport of emergency patients.

Retrospective Review – the base hospital, service providers, and EMS Agency to ensure quality patient care conduct a system of reviews.

1.6 Advisory Committees (Attachment B)

<u>Emergency Medical Care Commission</u> -- The role of the Emergency Medical Care Commission (EMCC) is to act in an advisory capacity to the Board of Supervisors and the County Health Officer on all matters relating to emergency medical services, to review the

EMS related activities in the County, to provide residents of the County an opportunity to participate in the making of policy for the emergency medical services system, and to report the Commission's observations and recommendations to the designated regulatory bodies.

As the only standing committee of the EMCC, the Public Information and Education (PI&E) Committee is charged with providing public information and education concerning Emergency Medical Services. Emphasis has been on Spinal Cord Injury Prevention, Bystander Care, and Stroke Recognition.

<u>Prehospital Advisory Committee</u> -- In 1984 a Prehospital Advisory Committee (PAC) was formed to advise the EMS Medical Director on issues concerning the technical aspects in the provision of prehospital care. Over the years, this Committee has been responsible for the development of all the treatment protocols both for adult and pediatric basic life and advance life support programs. In addition, the PAC assists in the development of needed procedures, policies, and guidelines. The PAC meets monthly and is comprised of representatives from fire services, base station hospitals, paramedic providers, both helicopter services, the local paramedic training program, base station medical directors, and a paramedic field representative.

<u>Medical Executive Committee (MEC)</u> – A free-standing committee is comprised of local emergency physicians, paramedic liaison nurses, and the health officer to advise the EMS Medical Director on issues raised by the implementation of fire-based ALS services and other system issues.

<u>Technical Advisory Group</u> -- The Technical Advisory Group (TAG) is appointed by the Health Services Agency Administrator to monitor the performance of the Ambulance Agreement and evaluate ambulance Contractor's compliance with Agreement terms and conditions. The findings and recommendations of the TAG are reported to the Health Services Agency Administrator.

1.7 EMS Participants

Public Service Answering Points and Dispatch Centers -- Santa Cruz County has one primary Public Service Answering Point (PSAP) at the Santa Cruz Consolidated Emergency Communications Center (SCCECC), and two secondary PSAPs, Scotts Valley and University of California at Santa Cruz. SCCECC handles calls for the Santa Cruz Sheriffs Office, Santa Cruz City Police Department, Watsonville Police Department, Capitola Police Department, Aptos La Selva Fire District, Central Fire Protection District, Santa Cruz City Fire, Watsonville Fire, County-wide fire, and American Medical Response. Cellular

telephone calls to 9-1-1 are answered by the California Highway Patrol (CHP) dispatch center for the region which is located in Monterey County.

SCCECC is the only dispatch center which directly dispatches emergency, ground ambulances. Two dispatch centers, SCCECC and the California Department of Forestry Center -- Felton, dispatch air ambulances. SCCECC utilizes a Clausen-like method by which EMS calls are assigned a priority to provide the appropriate resource combination of first response, ambulance, and if necessary, law enforcement. The EMD program also allows dispatchers to provide pre-arrival instructions while EMS units are en route.

First Responders

First Responder Agency	EMS	EMSIA
	Capacity	Member
Aptos La Selva Fire Protection District	ALS	V
Aromas Tri-County Fire District	BLS	
Ben Lomond Fire Protection District	BLS	V
Boulder Creek Fire Protection District	BLS	✓
Branciforte Fire Protection District	BLS	✓
California Department of Forestry (CDF) and the Pajaro Valley	BLS	
Fire Department	Į.	
o Belmont Fire Station		
o Ben Lomond Conservation Camp		
o Big Creek Fire Station		
o Bonny Doon Volunteers		
o Burrell Fire Station		
o Corralitos Fire Station		
o Cordilleras Fire Station		
o Felton Fire Station		
o Jamison Creek Fire Station		
o Pescadero Fire Station		
o Sandy Point Fire Station		
o Saratoga Summit Fire Station		
o Soquel Fire Station		
Central Fire Protection District	ALS	V
Felton Fire Protection District	BLS	~
Santa Cruz Fire Department	ALS	~
Scotts Vallev Fire Protection District	ALS June 02	~
University of California at Santa Cruz Fire Department	BLS	~
Watsonville Fire Department	ALS Jan. 02	~
Zayante Fire Protection District	BLS	'

Emergency Ambulance Provider -- American Medical Response West (AMRW) provides emergency ambulance services throughout Santa Cruz County.

EMS Helicopters -- Two helicopter services provide emergency transport out of county: CALSTAR and Stanford LifeFlight

Hospitals -- There are two acute care hospitals and one specialty service hospital in Santa Cruz County:

<u>Dominican Santa Cruz Hospital</u> (DSCH) is a hospital member of Catholic Healthcare West located at 1555 Soquel Drive, Santa Cruz. It has an admission capability of 232. Services offered include: State Designated Basic Emergency Department, Emergency Department Approved for Pediatrics (EDAP), Intensive Care and Coronary Care Units, Surgical Services, Neurosurgery, Pediatric Level II Nursery, Cardiac Care Unit, Acute Rehabilitation Unit and Occupational Health Services. DSCH is a designated paramedic Base Station hospital. The hospital has located on the hospital grounds a FAA-approved helicopter landing site.

<u>Watsonville Community Hospital</u> (WCH), a privately owned hospital, is located at 75 Nielson Street, Watsonville. It has an admission capability of 102. Services offered include: State Designated Basic Emergency Department, Emergency Department Approved for Pediatrics (EDAP) approved, Intensive Care and Coronary Care Units, Surgical Services, Pediatrics, Level II Nursery, Cardiac Care Unit. WCH is a designated paramedic base station hospital. The hospital's current location has on the hospital grounds a temporary FAA-approved landing site.

Both Dominican Hospital and Watsonville Community Hospital provide base hospital services through on-line medical control and retrospective review of paramedic services.

<u>Sutter Maternity & Surgery Center of Santa Cruz</u> is a freestanding perinatal and medical/surgical services hospital. The hospital has 30 licensed beds and is located at 2900 Chanticleer Avenue in Santa Cruz.

<u>Public Access Defibrillation Program</u> -- Public Access or bystander defibrillation is available in some places of public assembly such as Capitola Mall and Cabrillo College and at some businesses in the County. In calendar year 2000, the American Red Cross trained 1,684 persons in Santa Cruz County in AED use and in 2001 to date trained an additional 1200 persons in AED use with a goal for the year of 1,950persons.

<u>Disaster Medical Services Facilities (HEARnet)</u> -- A Disaster Medical Services Facilities (DMSF) program links skilled nursing facilities, urgent care centers, and hospitals throughout the County with a HEARnet radio network. The DMSFs provide community outreach programs on disaster preparedness, maintain portable generators, participate in radio drills as a part of disaster exercises, and operate for extended hours or during hours when not normally open during a declared disaster.

Training/Certification Programs --

- Paramedic Training Programs Emergency Training Services (ETS) in Santa Cruz provides a paramedic training program. Two classes (Spring and Fall) are offered each year and graduate a total of about 40 students.
- EMT-1 Training Programs ETS in Santa Cruz offers EMT-I programs. Cabrillo College will resume offering an EMT-1 program Spring 2002. ETS also offers EMT-refresher classes and continuing education.
- MICN Training Programs Dominican Hospital and Watsonville Hospital jointly conducted MICN classes as needed.

1.8 See next page

1.8 Total EMS Responses, Code 2 and Code 3 Transports -- 1998 through 2001

	.000					
Code 3	Code 2	e 2 Total Total				
		Responses	Transports			
10,133	2,968	13,101	9,506			

Code 3	Code 2	Total	Total
		Responses	Transports
10.620	3.026	13.646	9.886

Month	Code 3	Code 2	Total	Total
			Responses	Transports
January	891	277	1,166	841
February	765	237	1,002	721
March	867	228	1,095	788
April	918	237	1,155	832
May	952	292	1,244	896
June	896	223	1,119	806
July	954	282	1,236	888
August	908	258	1,166	835
September	892	237	1,129	798
October	881	246	1,127	808
November	794	231	1,025	773
December	823	261	1,084	801
Total	10,541	3,009	13,550	9,787

	Month	Code	3 Code	2 Total Response	Total es Transports
January	909	253	1,168	845	
February	803	226	1,036	743	
March	863	278	1,153	829	
April	919	244	1,173	830	
May	985	307	1,306	917	
June	904	279	1,190	831	
July	979	307	1,299	877	
August	980	289	1,282	909	
September	904	337	1,241	864	
October	890	329	1,219	813	
November	928	310	1,238	871	
December	534	192	1,228	867	
Total	10,598	3,351	14,533	10,196	

2.1 Notice to Bidders

This Request for Proposals (RFP) does not commit the County of Santa Cruz 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. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety the RFP process if County deems it is in its best interest to do so. This RFP shall not be construed to be a low bid process. The contract, if awarded, will be negotiated with the bidder who can best meet the County's needs as identified in this RFP.

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. The County has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP.

It is in the bidder's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the bidder's best interest to make a proposal that meets the stated requirements contained in this RFP. While bidders may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals. Bidders are invited to submit alternatives to the services described within this RFP, if such alternatives are in the best interests of the County.

This procurement encourages combinations of organizations in order to provide the required services. However, there shall be only one contractor, under whose auspices the proposal is submitted and who must assume all liability and responsibility for achieving the specified performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the bidder and separate entities must be pre-approved in writing by the County and shall be described within the proposals.

There will be only one opportunity for bidders to discuss the RFP specifications and process at the mandatory bidders' conference. Bidders may submit questions or recommended modifications to the RFP prior to the conference. All such questions must be in writing and received by 1:00 p.m. June 18, 2002. Address questions to:

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All written questions received from potential bidders, as well as the County responses, will be distributed at the bidder's conference. Any amendments or clarifications to the RFP made following the conference will be distributed to all attendees at the conference. Since there will be no other opportunities to discuss the RFP or the competitive process with County staff, attendance at the bidder's conference is mandatory for all bidders. The mandatory bidder's conference will be held:

June 27, 2002 from 9 a.m. to 11:00 a.m.
County of Santa Cruz
Conference Room
1080 Emeline Avenue Building D
Santa Cruz. CA 95060

The California Public Records Act, Government Code Sections 6250, et. seq., provides that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in the state. Public records are defined as any writing relating to the conduct of the public's business and are open to inspection during normal business hours.

There are specific exceptions to the Public Records Act. In the event the County receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to notify County of any right to confidentiality that may exist. The County may assert that right based on its own legal analysis. County will not seek a judicial determination of any asserted right of confidentiality that may exist. The County will not make that assertion on behalf of the bidder. Absent a judicial determination that the documents are exempt from disclosure, they will be subject to inspection.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County of Santa Cruz, and/or its agents, officers or employees, that the County has violated a bidder's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

Proposals must be submitted in the format described in Sections 3 and 4 of this document. Proposals can be modified as long as the modification is received no later than the time and date specified below. A proposal may also be withdrawn in person by a bidder or an authorized representative, provided his/her identity is made known and he/she signs a receipt for that proposal. The withdrawal must be made prior to the deadline submission stated below. No erasures are permitted; errors must be crossed out. Corrections must be in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the proposal. Proposals and modifications to proposals received after the time and date specified in the RFP are subject to rejection. The County will mark the time and date that the proposal is received on the "master".

A Proposal Bond must accompany each proposal. The amount of the bond is \$40,000. The Board of Supervisors will return the bond to any unsuccessful bidder within ten (10) business days after the tentative award of the contract. The successful bidder's bond will be retained by the County to ensure execution of the agreement. The bond will be returned to the successful bidder upon final Board of Supervisor's approval of a contract with that bidder.

Upon receipt by the County, all proposals will receive a number and the date and time of receipt will be recorded. All proposals received prior to the deadline shall be kept in a secure place. Opening of proposals shall be public and witnessed by at least two (2) people. These openings will occur thirty minutes after the deadline at the same location specified for delivery. Late proposals may be returned to the bidder.

All proposals shall remain firm for at least 180 days from the date specified for opening the proposals.

2.3 Rejection of Proposals

County reserves the right to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. County shall notify the bidder of a rejected proposal.

2.4 Evaluation of Proposals

The Health Services Agency Administrator will appoint a Proposal Review Committee. The Committee will review the proposals, interview bidders, rank the proposals,

and make a recommendation to the Health Services Agency Administrator. The County reserves the right to accept or reject the Committee's recommendation.

The County may conduct investigations of bidders' submissions and claims as it deems necessary. Furnishing of false or misleading information during the proposal process may constitute a breach of contract and /or reason for rejection.

Bidders will be expected to give presentations and answer questions on their proposals to the Proposal Review Committee. Presentations will be limited to a maximum of one (1) hour, although the proposal itself should include all elements required. Presentations will be followed by a Question and Answer session.

All information requested from bidders for inclusion in the proposals is important. In order to provide some indication of the relative importance of each section the following percentages of weighting is provided:

Section	Section Title	Weight
3.0	Credentials: experience, financial strength	10%
4.1	System Design/Integration and Rural Parity"	20%
4.2	Operations	10%
4.3	Personnel	8%
4.4	Ouality/Performance	14%
4.5	Data and Reporting	20%
4.6	Financial and Administrative	8%
4.7	Community Education/Prevention	10%

"Integration (use of existing EMS resources) and rural parity(equity in response times, ambulance locution) were identified during the RFP Development Process as desirable system components.

Each proposal will be reviewed to determine if the bidder can meet the County's requirements as set forth in this RFP. The bidder must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

The Proposal Review Committee will develop a rating system that may or may not contain a point system. Each reviewer shall rank each proposal according to the individual reviewer's judgment as to the relative merits of the competing proposals.

2.5 Waiver of Requirements

The County reserves the right to waive any RFP requirement(s) it deems in the best interest of the County.

2.6 Protests

All protests shall be made in writing, signed and addressed to:

Vol Ranger, EMS Administrator 1080Emeline Avenue, Building D Santa Cruz, CA 95060

Protests may also be sent by facsimile to the EMS Administrator at (831) 454-454-4272.

Protests shall state the reason(s) for the protest, citing the law, rule, regulation or procedure on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a bidder to meet the RFP specifications and requirements, the protester must provide facts and evidence to support the claim. If the protest is sent via U.S. Mail, it must be sent certified or registered. If the protest is delivered in person the protester should obtain a receipt of delivery. All protests shall be submitted no later than 1:00 p.m. on October 4, 2002.

Protests will be reviewed and written response will be provided to the protester

Section 3: Part I -- Credentials

3.1 Credentials Overview

Credentials shall be submitted as a part of the proposal. Credentials will be used to determine:

<u>Analogous Experience</u> – Documentation demonstrating the bidder has experience managing an emergency ALS service to a community with a population of at least 150,000 in 2 of the past 5 years, or equivalent.

<u>Regulatory Compliance and Litigation</u> – Documentation of compliance with fractile response time performance and other regulatory/contractual expectations.

<u>Financial Stability</u> – Evidence of sufficient capital for contract implementation and financial reserves to sustain operations.

3.2 Proposal Requirements and Format

One original, identified as the "master" and containing original signatures, with fifteen copies of the proposal and the Proposal Bond of \$40,000 will be submitted no later than 1:00 p.m. September 12,2002 to:

Vol Ranger, EMS Administrator 1080 Emeline Avenue, Building D Santa Cruz, CA 95060

Proposals shall be typewritten using a font of Times New Roman 12 point, or equivalent and unbound. The use of three ring binders is acceptable. Proposals shall include page numbers and have major sections tabbed.

Each proposal shall include a table of contents. The table of contents shall outline the proposal content and shall be sequenced and numbered consistent with the requirements of this Section. Any information, which does not fit logically into one of these labeled sections, shall be appended to the proposal in an area separate from the proposal.

3.3 Content of Credentials

Provide the following information:

3.3.1 Describe your organization's history and experience in providing emergency and advanced life support ambulance service. Include:

- Your business name
- Legal business status (i.e., partnership, corporation, etc.)
- Number of years in business
- Other or prior business names
- Whether bidder holds controlling interest or is controlled by other organization
- Financial interest in related business
- Business partners in the last five (5) years
- 3.3.2 Provide a list or table of every community your organization currently serves and every community it previously served. Indicate:
 - Type and level of service provided including the population served
 - The contract period
 - Whether the contract was competitively awarded
 - The name, address, contact person and telephone number
 - Remaining term of each contract
 - Circumstances under which any contracts were terminated, failure to complete and allegations of deficient service if applicable.
- 3.3.3 Document your organization's experience providing emergency and advanced life support ambulance services meeting independently verifiable maximum (fractile) response times for both code 2 and code 3 requests. Present examples of compliance for at least a 2- year period to fractile response times for metropolitan/urban, suburban/rural and wilderness in analogous areas.
- 3.3.4 Document your organization's experience providing equitable response time among neighborhoods.
- 3.3.5 Document your organization's current net worth and the form of that net worth including its capacity to convert non-liquid assets into cash if needed. Provide an audited financial statement of current assets and liabilities for the past two years.
- 3.3.6 Document your organization's access to working capital, including the finance of equipment needed to service a system such as the one in Santa Cruz County.
- 3.3.7 Provide evidence of the amount of current reserve borrowing power for your organization.
- 3.3.8 List commitments or potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect your abilities to perform this contract.

- 3.3.9 Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past 5 years.
- 3.3.10 List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include title of the case, case number, court and monetary amount.
- 3.3.11 List business or professional licenses or certificates held by your organization required to provide the services required by this contract.

Section 4: Part II - Proposal

Following the Proposal Requirements and Format described in 3.2, Part II of the Proposal shall include the following:

4.0 Introduction Section

The Introduction Section of the Proposal shall include:

- A letter of transmittal from the bidder to the County, summarizing the proposal, shall accompany the proposal.
- Proposal Identification Page Attachment C-1
- Statement of Intent and Affirmation Attachment C-2
- Investigative Authorization Company Attachments C-3
- The Bidder's Acceptance of the Minimum Requirements Attachment C-4

4.1 System Design/Integration and Rural Parity Section

The System Design and Integration Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

4.1.1. Start-up

Describe how your organization would manage the start up of services with the sixmonth timeframe from the contract approval to implementation. (Include fleet, other equipment, staff and key personnel.)

4.1.2. Initial Deployment Plan

A. Deployment Parameters -- All Contractor ambulance responses under the terms of its agreement with the County shall be dispatched as directed by Santa Cruz County Consolidated Emergency Communications Center (SCCECC, known as NetCom) or in compliance with policies and protocols established by the County.

Deployment plans shall:

- 1. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- 2. Describe 24 hour and system status management strategies.
- 3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
- 4. Include a map identifying proposed ambulance station or post locations and identifying those geographic areas within the response time zones as indicated in this RFP.
- **5.** Specify the anticipated average response times to each community including variations based upon variable deployment patterns.
- 6. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
- 7. Describe any planned use of on-call crews.
- **8.** Describe any mandatory overtime requirements.
- 9. Describe how workload shall be monitored for personnel assigned to 24-hour units.
- 10. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
- 11. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- 12. Include signed contracts or "letters of intent" signed by both parties detailing the relationship of organizations participating in the provision of services.

Present a proposed deployment plan that complies with all minimum requirements of this Request for Proposal. The Initial Deployment plan shall be utilized for at least the first three - months of operations.

B. On-going Deployment Plan Requirements -- Following the contract award, a current deployment plan shall be kept on file with the Santa Cruz County EMS Agency. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by Contractor to redeploy or add ambulance units within two months of notice by the County shall constitute a major breach of contract.

The Contractor shall submit proposed changes in the deployment plan in writing to the Contract Administrator 30 days in advance. The 30-day notice may be waived if an emergency adjustment to the plan is needed to correct an acute performance problem. Minimum Requirement: Keep a current deployment plan onfile with the Santa Cruz County EMS Agency and redeploy or add ambulance hours if response time performance standard is not met.

4.2 Operations Section

The Operations Section of the proposal shall include:

- Description of Bidder's method/manner of meeting the minimum requirement or criteria:
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

Minimum Requirement: Ensure all operational policies meet or exceed state, federal or County laws, statues, and policies.

4.2.1 Response Time Standards/Penalties

<u>A. ALS Response Times</u> -- Code 3 ALS response times vary depending upon the response-time zone to which the Contractor must respond. (Attachment D Santa Cruz Population Density and D Response Time Zones.) There are two ALS response time zones in Santa Cruz County:

- 1. Metro/Urban (Population density of greater than 101 persons per square mile): 90 percent of all calls each month in 8:00 minutes or less
- 2. Suburban/Rural/Wilderness (Population density of 0 to 100 persons per square mile):

90 percent of all calls each month in 20:00 minutes or less

- <u>B. Transport Response Times</u> If Contractor subcontracts with ALS first responders, Contractor shall also be required to meet Transport (ambulance arrival) response time standards. These times vary depending upon the response-time zone to which the Contractor must respond. There are two transport response time zones in Santa Cruz County:
 - 1. Metro/Urban (Population density of greater than 101 persons per square mile): 90 percent of all calls each month in 12:00 minutes or less

2. Suburban/Rural/Wilderness (Population density of 0 to 100 persons per square mile):

90 percent of all calls each month in 30:00 minutes or less

Supply supporting documentation to demonstrate organization's ability to meet the response time criteria. Such documentation shall contain procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.

Minimum Requirement: Accept County response time performance standards for response to Code 3 requests.

C. Response Time Exceptions -- In some cases late responses will be excused from financial penalties and from response time compliance reports. These excuses shall be for good cause only, as determined by the County. The burden of proof that there is good cause for the excuse shall rest with the Contractor and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis. Contractor shall file a request for each response time excuse on a monthly basis with the Santa Cruz County EMS Agency within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

Excuses may be granted for instances of "move up and cover" or "mutual aid" consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

Minimum Requirements: Accept the Response Time Exception procedure.

<u>D. Response Time Calculations</u> – Response times shall be calculated from the hour, minute and second the call is dispatched by SCCECC to the hour, minute and second the Contractor's ALS or transport unit arrives on scene.

Minimum Requirement: Agree to calculate response times as defined by the County.

<u>E. Applicable Calls</u> -- Response time standards shall be applicable to all Code 3 calls. **ALS** response times and transport response times will be calculated and monitored separately. Each incident shall be counted as a single response regardless of the number of first responders or ambulances actually utilized and only the first arriving ambulance's time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade.

Minimum Requirement: Accept definition of applicable calls.

- <u>F. Community Response Zones</u> Santa Cruz County has 3 community response zones (See Attachment D). Contractor shall have a monthly Code 3 ALS response time and transport response time compliance of 90% within each zone.
- <u>G. Penalty for Failure to Meet Response Time Standard</u> -- Contractor shall pay County \$10.00 per minute for each ALS and transport response that does not meet the response time standard.

Minimum Requirement: Accept penalty for failure to meet response time standards, and acknowledge that payment of penalty does not relieve Contractor of responsibility for compliance with response time standards.

X. Bonus for Exceeding Response Time Standard – Bonuses are a percentage of total fines for the community response zone for failure to meet response times.

Percentage Compliance	Bonus
92.0 to 93.9	25%
94.0 to 95.9	50%
96.0 to 97.9	75%
98.0 to 99.9	100%

- <u>H. Penalty for Failure to Meet Community Response Zone Time Standard</u> Code 3 response less than 90% in any zone per month will be considered a Minor Breach and will be fined \$5,000 for each occurrence.
- I. Penalty for Failure to Respond: In the event the Contractor fails to respond to, or is unable to respond to an emergency medical request, and refers that call to another agency (which results in an ambulance transport), the Contractor shall pay County \$500 fine per incident. Chronic referral of such calls shall subject the Contractor to a review of their system status management plan and may constitute a major breach.

Minimum Requirement: Accept penalty for failed response and agrees to report these calls as required by County.

J. Penalty for Failure to Provide Data to Determine Compliance -- Each time an ambulance is dispatched and the ambulance crew fails to report and document on-scene time, Contractor shall pay County \$250. When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required

response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the Santa Cruz County EMS Agency an accurate on-scene time, however, the response would then be subject to response time penalty calculations.

Minimum Requirement: Accept penalties for failure to provide data necessary to determine response time compliance.

<u>K. Performance Report</u> -- Within fifteen (15) working days following the end of each month, Contractor shall submit a written report to the Santa Cruz County EMS Agency, in a manner required by the Santa Cruz County EMS Agency, identifying each emergency call dispatched which did not meet response time standard, each use of a BLS ambulance, and each failure to properly report times necessary to determine response time, on-scene time, and transport time. Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

Minimum Requirement: Provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement.

<u>L. Penalty Assessment</u> -- Pay County monthly for any penalties after receipt and acceptance by County of performance reports with penalties identified for the previous calendar month.

Minimum Requirement: Accepts the penalty assessment procedure.

M. Penalty Disputes -- If Contractor disputes County's response time calculation, or the imposition of any other penalties, Contractor may appeal to the EMS Agency in writing within ten (10) working days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Technical Advisory Group (TAG) shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor and Health Care Services Administrator within thirty (30) working days of receipt of such requests and advise of the determination of such review. The decision of the Health Care Services Administrator regarding such matters shall be final.

Minimum Requirement: Accepts the penalty dispute procedure.

N. Air Ambulance/Air Rescue Services -- The County reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in the County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the exclusive operating area/County. Prehospital utilization of such services is based upon Santa Cruz County EMS Agency policies and procedures. The Contractor shall comply with Santa Cruz County EMS Agency policies and procedures regarding the use of these services.

Minimum Requirement: Agrees to use air ambulance and air rescue services according to County Policies.

O. Standby and Special Events -- If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of its contract with the County.

4.2.2 Dispatch Requirements

<u>A. Dispatch</u> – Contractor shall pay County monthly for County's exclusive emergency dispatch center, SCCECC, for emergency paramedic dispatch services. Estimated costs to Contractor are:

Expense	Amount
Fire Radio Network Channel Maintenance	\$1 7,500/year
QI personnel (overhead and benefits)	\$40,000/year
Call Taking EMS Console	\$260,000/ year (plus actual COLAs)
Dictaphone Recorder	\$150,000 a one-time charge
Totals	\$467,000 first year expense \$317,500 second and future years or \$26,459.00 per month (plus COLAs)

<u>B. Communications Equipment</u> -- Contractor shall provide and maintain in good operating condition, communication equipment consistent with County Policies and Procedures (Policies and Procedures available at www.santacruzhealth.org). Such communications equipment shall be compatible with existing SCCECC equipment, and remain so during the period of the exclusive operating area agreement.

Include a list of proposed communications equipment.

<u>C. County Provided Equipment</u> – Contractor shall pay for cost of maintaining Med Net 8-Channel Radios. Contractor shall reimburse County for all costs of repairing Contractor-provided equipment.

Minimum Requirement: Dispatch and communication requirements and costs as set forth in Section 4.2.2.

4.2.3 Equipment and Supplies

A. Ambulances -- All ambulances used under the contract shall be of a Type I, TI, or III, shall be in good condition, and shall meet or exceed the current Federal KKK standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of California.

The Contractor shall maintain, and provide to the County, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the County.

- 1. Include a list of proposed ambulances for this contract and or specifications for new vehicles to be purchased for this contract.
- 2. List any specifications developed to improve reliability; and any standard modifications to be made to new vehicles prior to placing them in service.
- 3. Describe your proposed fleet size in relation to peak load coverage requirements and fleet standardization policies.

<u>B. Ambulance Equipment and Supplies</u> -- Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet Federal, State, and local requirements for ALS level ambulances, including the requirements of County Polices and Procedures. (Policies and Procedures available at www.santacruzhealth.org). Contractor shall be responsible for stocking all expendable supplies including medications.

All medical equipment shall be in good repair and in working and safe order at all times. The Contractor shall clearly describe in its proposal how equipment is selected for use and the procedures that ensure such equipment is properly maintained. Contractor shall have

sufficient medical equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with SCCECC, Base Hospitals, other hospitals, fire agencies, and public safety agencies. Contractor shall ensure that each ambulance unit utilized in the performance of services under the contract is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment compatible with SCCECC communications equipment sufficient to meet or exceed the requirements of County Policies and Procedures. (Policies and Procedures available at www.santacruzhealth.org).

- 1. Provide detailed list of equipment (including communications equipment) and supplies, including quantities and brand names to be carried on each ambulance.
- 2. Describe in its proposal how equipment is selected for use and the procedures that ensure such equipment is properly maintained.

Contractor shall develop mechanisms to exchange such long spine boards and straps/head blocks, and restock medical supplies used by first responder units when the first responder personnel have provided treatment and patient care is assumed by Contractor's personnel.

<u>D. Safety</u> -- Contractor shall provide personnel with training and equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.

Response to this area to be included in Section 4.3.2 E Compensation/Working Conditions for Ambulance Personnel. Communicable Diseases, Safety and Prevention on page 32.

<u>E. Vehicle Maintenance Program</u> -- Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service.

Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.

Contractor shall submit a vehicle maintenance program and locations of maintenance services in writing to the County. Records of vehicle maintenance shall be submitted to the County on an annual basis.

Appearance of vehicles shall be excellent. Contractor shall repair all damage to ambulances in a timely manner.

- 1. Submit qualifications of maintenance personnel to be utilized, including maintenance program managers.
- 2. Describe proposed maintenance practices including locations of maintenance services.
- 3. Describe proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
- 4. Document your previous three-year vehicle failure rate including units enroute, at scene or with a patient on board.
- 5. Describe your proposed policies regarding timing of equipment replacement and maintenance incentive programs.

4.2.4 Penalty for Mechanical Failure -- Contractor shall pay \$500.00 per preventable mechanical failure enroute to or from an emergency call.

4.2.5 Disaster Preparedness

A. Disaster Plan -- The Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

To the extent that Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the exclusive operating area, Contractor, with County approval, shall render immediate "instant aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.

Describe your organization's disaster and multi-casualty preparedness plan/policies.

<u>B. Disaster Planning</u> – Contractor shall actively participate with the County in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any County disaster drill in which the County disaster plan/multi-casualty Incident plan is tested.

Minimum Requirement: Actively participate with the County in disaster planning; designate a representative to regularly attend meetings and be the liaison for disaster activities, and to provide field personnel and transport resources for participation in county disaster drills.

4.2.6 System Committee Participation – Contractor shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services for the

County.

Minimum Requirement: Participate in the appropriate county EMS committees and related subcommittees.

4.3 Personnel Section

The Personnel Section of the proposal shall include:

• Investigative Authorization – Individual – Attachment C-5

Owner

General Manager

Key Personnel

Compensation Package for EMT-P Attachment C-6

Description of Bidders method/manner of meeting the minimum requirement or criteria;

Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

4.3.1 Clinical and Staffing Standards

County expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and County EMS policies, procedures and field treatment guidelines. All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate and currently valid certificates/licenses/accreditations

in their respective trade or profession. Contractor shall be held accountable for its employees' licensure, performance and actions. Patient's privacy and confidentiality shall be protected. Employees shall not disclose patient medical information to any person not providing medical care to the patient.

Minimum Requirement: Ensure that personnel meet or exceed clinical/operational standards established by County policies, procedures and field treatment guidelines.

A. Ambulance Staffing -- Contractor shall, at all times, staff each ambulance with two persons who are licensed in the State of California and accredited in Santa Cruz County as an Emergency Medical Technician-Paramedic ("EMT-P"), as those terms are defined in the California Health and Safety Code and the California Code of Regulations.

Describe the mechanism for ensuring that ambulance-staffing standards shall be met.

B. Penalties for Failure to Meet Ambulance Staffing or Clinical Standards -- Contractor shall pay County \$250 whenever an ambulance not staffed as required above responds to an emergency medical request. Within 72 hours of discovery, Contractor shall provide County with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

Minimum Requirement: Accept penalties for failure to meet ambulance staffing and clinical standards and to report anyfailure as required by County.

<u>C. Management and Supervision</u> -- Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-on duty or on-call at all times to oversee and provide support to field personnel. Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the County paramedic accreditation process for its ambulance personnel.

Describe the management structure your organization will use to administer/oversee emergency ambulance services. Include completed Investigative Authorization – Individual Forums (Attachment C-5 for management personnel.

<u>D. Required Certifications</u> -- Within 6 months of the employee's hiring date or within 6 months of the date of this Agreement all emergency ambulance personnel shall be currently certified in:

- Basic Cardiac Life Support (BCLS);
- Advanced Cardiac Life Support (ACLS);
- Pediatric Advanced Life Support, (PALS) or equivalent training approved by the EMS Medical Director;
- Prehospital Trauma Life Support (PHTLS), Basic Trauma Life Support (BTLS) or equivalent training approved by the EMS Medical Director.

Describe the mechanism for ensuring that all paramedic ambulance personnel meet all certification standards.

<u>E. Infrequent-Use Skills Refresher</u>: -- EMT-Ps accredited in Santa Cruz County shall regularly practice skills and use of medications listed in the County's scope of practice for EMT-P, prior to performing these skills on patients in the field setting. Annually the Prehospital Advisory Committee (PAC) approves a list of infrequently used skills that are to be refreshed. A minimum of **4** hours each year shall be allocated for each paramedic to refresh infrequently used skills identified by PAC. Contractor shall be responsible for ensuring that EMT-Ps assigned to ALS ambulances regularly complete this training and annual refresher courses.

Describe the mechanism for ensuring that paramedic personnel meet requirements including annual refresher training for infrequently used skills.

<u>F. Orientation of New Personnel</u> -- Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, EMS system overview; EMS policies and procedures; radio communications with and between the Contractor, base hospital, receiving hospitals, and SCCECC; map reading skills (including key landmarks), routes to hospitals and other major receiving facilities, emergency response areas within the county and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met.

Describe your organization's orientation program.

<u>G. In-Service Training. and Continuing Education</u> -- Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education (CE).

Describe your in-service and continuing education policies/program.

<u>H. Driver Training</u> -- Contractor shall maintain an on-going driver-training program for ambulance personnel.

Describe your organization's driver-training program.

<u>I. Preparation for Multi-Victim Response</u> -- Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under the County Multi-Casualty Medical Incident Response Plan (MCI) as well as the County Disaster Plan. (MCIP available for review at the Santa Cruz County EMS Office) At a multi-victim scene, Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with Standardized Emergency Management System (SEMS) legislation.

Describe your organization's mechanism for ensuring that all personnel are trained and prepared to assume responsibilities in multi-victim situations in accordance with SEMS and ICS.

4.3.2 Compensation/Working Conditions for Ambulance Personnel

A. Work Schedules and Conditions -- At least 51% of the personnel who staff ambulances shall be full time employees. Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel working extended shifts, part time jobs, voluntary or mandatory overtime, are not fatigued to an extent, which might impair their judgment or motor skills. Contractor shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods.

Describe work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

- B. Compensation/Fringe Benefits -- The County expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. Starting wages and benefits for personnel should not be less than those paid by the Current Provider in accordance with the schedule in the current union agreement. (SEIU Agreement available for review at the Santa Cruz County EMS Office). The County encourages the Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the term of Contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.
 - 1. Include a copy of paramedic personnel compensation/fringe benefits package in this proposal.
 - 2. Submit completed copies of Compensation Package -- Attachment C-6.
- <u>C. New Employee Recruitment and Screening Process</u> Contractor shall operate an aggressive, stringent, and comprehensive program of personnel recruitment and screening designed to attract and select field and dispatch personnel.

Describe your personnel recruitment and screening process.

<u>D. Treatment of Incumbent Workers</u> – If a new provider is the successful bidder, Contractor shall provide a reasonable opportunity for the employees of the current incumbent provider to seek employment with Contractor.

Briefly describe your process to offer jobs to employees of the incumbent.

<u>E. Communicable Diseases. Safety and Prevention</u> -- Prehospital medical personnel are at increased risk for certain communicable diseases, including tuberculosis and those spread by blood borne pathogens. The Contractor shall have a County approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

Describe your organization's communicable disease control and safety policies and procedures.

<u>F. Critical Incident Stress Debriefing (CISD)</u> -- The nature of work in emergency medical services produces stress in providers. The County prefers a CISD program that is integrated with programs used by other County prehospital personnel. Contractor shall

maintain a critical incident stress debriefing program and an on-going stress reduction program for its employees.

Describe your organization's critical incident stress debriefing program and your on-going stress reduction program.

4.4 Quality/Performance Section

The Quality/Performance Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

4.4.1 Continuous Quality Improvement Program

A. COI Program -- Contractor shall establish a comprehensive continuous quality improvement (CQI) program approved by the EMS Agency designed to interface with County's evolving CQT Program, including participation in system related CQI activities. The Contractor's CQI program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Desirable features for the CQI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.

Contractor shall submit a quarterly report to the County to show compliance with approved plan and areas for improvement.

Describe your organization's continuous quality improvement program including training for personnel.

Minimum Requirement: Comply with County CQI reporting on a quarterly basis.

<u>B. Inquiries and Complaints</u> -- Contractor shall provide prompt response and followup to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Describe your inquiry and complaint management system. Include cycle times for in-process measures (i.e., length of time from initial call to time of contacting complaintant, etc.).

<u>C. Incident Reports</u> – Contractor shall complete an incident report within 48 hours by all parties involved in an unusual occurrence. Contractor shall immediately notify the County of potential violations of the California Health and Safety Code, California Code of Regulations Title 22, or local EMS agency policies.

Describe or provide your organization's incident reporting and tracking policy and procedures.

Minimum Standard: Cooperatefully with the County or State EMS Authority in the investigation of an incident or unusual occurrence.

<u>D. County Contract Monitoring and QI Staff</u> – Contractor shall fully fund 2 positions at a cost of approximately \$170,000 per year plus actual cost of living increases. One position is to monitor contract compliance. The second position would monitor quality of the EMS system as well as coordinate community programs. In addition, Contractor shall agree to help defray the County's cost of data management. This expense will be determined during contract negotiations.

4.5 Data and Reporting Section

The Data and Reporting Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

4.5.1 Data System Hardware and Software -- The County currently utilizes an automated database system for the patient care record portion of the system, called Costar. Contractor may initially utilize Costar for patient care reporting. The County shall provide the data system software.

Contractor as part of this request for proposals shall implement a data system linking key EMS system components. *The emphasis of this new data system is integration of data from all components of the EMS system for the purpose of being able to analyze system improvements*. This system shall consist of servers at the EMS Agency and bidder's headquarters. It will integrate data from SCCECC, first responder agencies, ambulance and hospitals. Contractor shall be responsible for data input and required reporting. All system components shall comply with HIPPA and be approved by the County.

Minimum Requirement: Provide the necessary hardware, linkages and staff to comply with the requirements of the County data system.

4.5.2 Use and Reporting; Responsibilities – The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as specified in the California Health and Safety Code.

The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system call number), automated dispatch system information for the response, prehospital personnel for the response, patient information (e.g., name, address, insurance), patient history and physical findings, treatment rendered, disposition, emergency department outcome information. Contractor shall comply with the requirements for the PCR (patient care report) as identified in County policy.

The central repository for EMS data shall be at the EMS Agency office. Records contained within the database shall be secure and confidential. Access to actual medical records shall be restricted to select entities (e.g., EMS program staff, Contractor's CQI designated personnel).

The database system shall be used for continuous quality improvement. Examples of some of the features that are included are automatic "flagging" of certain predetermined

events in order to facilitate quality (e.g., extended on-scene times). Manual "flagging" shall also be possible so that any participant in a patient case could request a review (e.g., dispatcher, ALS first responder, ambulance personnel, receiving hospital emergency physician, base hospital coordinator). Tracking and trending of all complaints will be reported including billing complaints.

Contractor shall maintain current records related to paramedic licensing, accreditation, certification, and continuing education. Contractor shall continuously provide County with a list of EMT-P and EMT-I's currently employed by the Contractor. Information shall include, but not be limited to, name, address, telephone number, social security number, California paramedic license number, County Paramedic accreditation number, ACLS expiration date, CPR expiration date and California driver's license number. Information necessary to keep this list current shall be updated at least monthly.

Minimum Requirement: Complete, maintain, and upon request, make available to County copies of:

- Number of emergency responses and transports.
- Personnel records (including current licensure and certification)
- Equipment failure reports.
- Equipment and vehicle maintenance reports.
- Patient billing and account documentation.
- Continuous Quality Improvement program reports.
- A complete listing of all service complaints received and their disposition/resolute

4.5.3 Prehospital Care Reports and Penalties – Immediate availability of prehospital care information is mandatory for quality patient care. Contractor shall provide documentation as approved by the EMS Medical Director to hospital personnel prior to leaving the facility. The minimum County requirement is appropriate documentation being left at the hospital 90% of the time.

Penalties for failure to leave appropriate documentation are \$5.00 per document from 90% to 100%. For less than 90% compliance each patient document will be \$200.00 plus initiation of Minor Breach.

4.5.4 Audits and Inspections -- The Contractor shall retain and make available for inspection by the County for at least a three-year period from expiration of the contract all documents and records required and described herein.

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by this contract.

Country representatives, may, at any time, and without notification, directly observe Contractor's operation, may, at any time, ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall, at all times, be respectful of Contractor's employer/employee relationship.

The County's right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

Minimum Requirement: Agrees to audits and inspections required by the County.

4.6 Financial and Administrative Section

The Financial and Administrative Section of the proposal shall include:

- Budget Format Attachment C-7 (3 pages)
- Ambulance Rates -- Attachment C-8
- Charge Scenarios Attachment C-9
- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

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4.6.1 Budget --To fulfill this requirement, the Bidder shall provide complete information on full costs of its proposed service. Information shall include the Bidder's ambulance system operational budgets for each year of the first three years of operation. Additionally, the Bidder shall also provide complete information on its projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover costs of operations, the Bidder shall document its projected source of revenue

to offset such loss and shall detail the Bidder's projected timeframe to recoup losses. Bidder shall bid new equipment for ambulances and equipment.

"Full Cost" shall mean all costs attributable to the provision of service.

Submit three completed "Proposed Operating Budget" (Attachment C-7), one for each of the first three years of the contract.

4.6.2 Prouosed Ambulance Charges – The rates presented at time of contract execution shall remain in effect for two years.

- 1. Submit the completed form "Proposed Ambulance Rates" (Attachment C-8).
- 2. Submit the completed form "Charge Scenarios" (Attachment C-9).

4.6.3 Performance Security -- Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract performance security in the amount of \$500,000 in one of the following methods acceptable to the County.

- 1) A performance bond issued by an admitted surety licensed in the State of California acceptable to County Counsel, provided that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to the County upon determination by the County that Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
- 2) An irrevocable letter of credit issued by a bank or other financial institution acceptable to the County in a form acceptable to County Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the County upon determination by the County that Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the County; or
- 3) A combination of the above methods that is acceptable to the County.

The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days written notice to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings,

Contractor shall provide replacement security acceptable to County within twenty (20) days of such occurrence.

Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected, and prior to contract start date, shall result in forfeiture of the award.

Identify the source of performance security you will use.

<u>4.6.4 Insurance</u> -- Contractor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be in excess of Contractor's insurance coverage and shall not contribute to it.

If Contractor utilizes one or more subcontractors in the performance of this Agreement, Contractor shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of Contractor in this Agreement.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts.
- (2) Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage with a \$10,000,000 umbrella policy.
- (3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, with a \$10,000,000 umbrella policy, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit with a \$10,000,000 umbrella policy.

B. Other Insurance Provisions

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post

agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

Minimum Requirement: Comply with the County's insurance requirements.

4.6.5 Business Office, Billing; and Collection System -- Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims and identifying the following patient account information:

- 1. Describe your billing and collection system.
- 2. Provide a copy of late notice.
- 3. Describe how your organization evaluates and improves the billing and collection system regularly. Give at least one example of system improvement in the past year.

4.6.6 Annual Financial Audit -- Contractor shall provide to the County annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting principles. Statements shall be available to the County within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the County operation shall be required and shall be subject to the independent auditor's opinion.

Minimum Requirement: Provide the County an annual audited financial statement according to the requirements identified

4.7 Community Education/Prevention

The Community Education/Prevention Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

Contractor shall participate in the EMS system's public education and information program including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen CPR, disaster preparedness, injury prevention, seat belt and helmet use, and infant/child car seats. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents. Contractor shall work collaboratively with other public safety and EMS related groups such as the American Heart Association, the American Red Cross, and health care organizations to plan and provide public education programs.

- 1. Describe your current role in Public Information and Education.
- 2. Identify your Public Information and Education plan, including timeline and measurements, upon successful acquisition of this contract.

Section 5: Other Contract Language

5.1 Contract Termination

<u>5.1.1 Without Cause</u> -- Either party may terminate the contract at any time without cause upon one hundred and eighty (1 SO) calendar days advance written notice to the other. Prior to giving such notice, the terminating party shall notify the other party of its intention to terminate and shall allow the other party an opportunity to meet and confer with the terminating party concerning such notice of termination.

5.1.2 Minor Breach – Except for Community Response Time as described in Section 4.2.1 F and Failure to Leave Appropriate Documentation as described in Section 5.4.3, the County may impose a penalty, not to exceed five hundred (\$500.00) for each Minor Breach of the contract that has not been cured within thirty (30) days from date of official notice being given by the County or designee.

"Minor Breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement, which do not amount to a "Major Breach", as, that term is defined below.

Before fines for Minor Breach are imposed, the Health Services Agency Administrator, or designee, shall give the Contractor written notice of the alleged Minor Breach and thirty days to cure the breach or otherwise respond to the allegations of breach.

<u>**5.1.3 Termination For Cause**</u> -- Either party may terminate the contract at any time for cause for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

"Major Breach" shall include, but not be limited to:

- **A.** Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the County and the Contractor to remain in substantial compliance with the requirements of Federal, State, and local laws, rules and regulations.
- B. Willful falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to the contract;
- C. Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
- D. Failure to comply with the response time performance requirements for two consecutive months, or for any three months in a calendar year, shall be a "Minor Breach" of this Agreement. Failure to comply with these response time performance

County of SHL-Cip vanetievy ambies to REP Entitional section P: 125

- requirements for three consecutive months, or for any four months in a calendar year, shall be a "Major Breach" of this Agreement.
- E. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to the County's Request For Proposals, and accepted by the County;
- F. Failure to participate in the established Continuous Quality Improvement program of the Santa Cruz County EMS Agency, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- G. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the County as provided for herein;
- H. Chronic or persistent failure to comply with conditions stipulated by the County to correct any "Minor Breach" conditions;
- I. Failure of the Contractor to cooperate and assist the County in the investigation or correction of any "Minor or Major Breach" of the terms of this Agreement;
- J. Failure by Contractor to cooperate with and assist the County in its takeover or replacement of Contractor's operations after a Major Breach has been declared by the County, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control:
- K. Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area agreement if a subsequent EOA agreement with Contractor is not awarded;
- L. Failure to comply with required payment of fines or penalties within thirty (30) days written notice of the imposition of such fine or penalty;
- M. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
- N. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
- O. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;

- P. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the Santa Cruz County EMS Agency;
- Q. Any other willful acts or omissions of the Contractor that endanger the public health and safety; and,
- R. Failure to timely prepare and submit the required annual audit.
- 5.1.4 Declaration of Major Breach and Takeover/Replacement Service -- If the County determines that a Major Breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with the County to effect a prompt and orderly takeover or replacement by the County of Contractor's Santa Cruz County operations.
- <u>5.1.5 Dispute After Takeover/Replacement</u> -- Such takeover/replacement shall be effected within 72 hours after finding of Major Breach by the County. Contractor shall not be prohibited from disputing any such finding of such breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by the County. Neither shall such dispute by the Contractor delay the County's access to Contractor's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to the County, shall not be construed as acceptance by Contractor of the finding of major default, and shall not in any way jeopardize the Contractor's right to recovery should a court later determine that the declaration of major default was in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and orderly takeover/replacement of services shall itself constitute a major breach under the terms of the contract, even if it is later determined that the original declaration of major breach was made in error.

- **5.1.6** Breach Not Dangerous to Public Health and Safety -- If the County declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute the County's claim of major breach prior to takeover/replacement of Contractor's operations by the County.
- 5.1.7 Liquidated Damages -- The unique nature of the services that are the subject of the contract requires that, in the event of major default of a type that endangers the public health and safety, the County must restore services immediately, and the Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/ replacement of Contractor's operations by the County it would be

difficult or impossible to distinguish the cost to the County of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the County during an interim period, and cost of recruiting a replacement Contractor from the normal cost to the County that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or the County's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Contract. The minimum amount of these additional costs to the County (e.g., costs in excess of those that would have been incurred by the County if the default had not occurred) could be not less then \$300,000 even assuming County's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach, the Contractor shall pay County liquidated damages in the amount of \$300,000.

<u>**5.1.8 County Responsibilities**</u> -- In the event of termination, County shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

Minimum Requirement: Agrees to County's contract termination language.

5.2 "Lame Duck" Provisions

If the Contractor fails to win the bid in a subsequent bid cycle, the County shall depend upon the Contractor to continue provision of all services required under the contract until the winning Contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of the contract throughout any such "lame duck" period, the following provisions shall apply:

Throughout such "lame duck" period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning Contractor;

The Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of the contract;

The Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and the County shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by the County.

Minimum Requirement: Agrees to County's requirements in "lame duck" requirements.

5.3 Indemnification For Damages, Taxes And Contributions

Contractor shall exonerate, indemnify, defend, and hold harmless County from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of; arising out of; or in any manner connected with the Contractor's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

5.4 Equal Employment Opportunity

During and in relation to the performance of this Agreement, Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the Contractor shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in Contractor's solicitation of goods and services. Definitions

for Minority/Women/Disabled Business Enterprises are available from the County General Services Purchasing Division.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said Contractor may be declared ineligible for further agreements with the County.

The Contractor shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.5 Independent Contractor Status

Contractor is an independent Contractor and not an employee of County. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

5.6 Non-Assignment

Contractor shall not assign this Agreement without the prior written consent of the County.

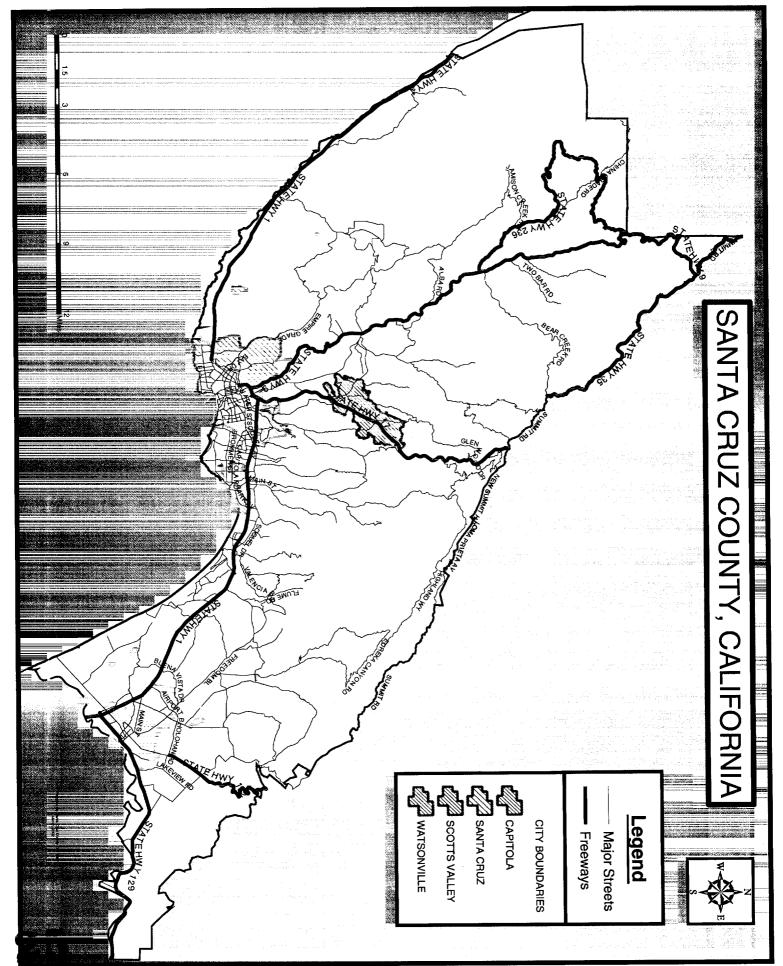
5.7 Retention and Audit of Records

Contractor shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

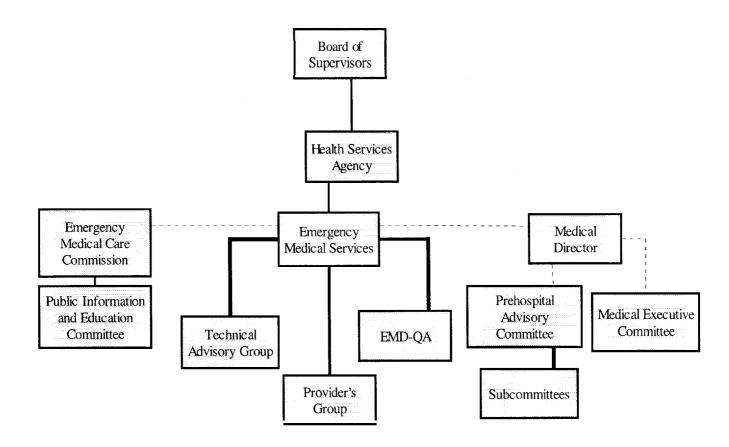
Attachment A

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Santa Cruz County EMS Committee Structure



Form 1 - PROPOSAL IDENTIFICATION

PROPOSAL TO PROVIDE EMERGENCY AMBULANCE SERVICES TO SANTA CRUZ COUNTY 2002

*** THIS FORM MUST APPEAR ON THE FRONT OF THE PROPOSAL***

This is a proposal to contract with Santa Cruz County to provide emergency advanced life support ambulance service within the Exclusive Operating Area - 1.

NAME OF BIDDER:		
dba		
LEGAL ADDRESS:		
	PHONE:	
CONTACT PERSON:	PHONE:	
ADDRESS FOR MAILINGS (If Different):		
OFFICIAL USE ON	NLY: DO NOT FILL IN TH	IS SECTION
RFP Number:	Date Received:	Time:
Received:By:		
Title:		

Form 2 -- STATEMENT OF INTENT AND AFFIRMATION

In submitting this proposal/offer,	hereafter referred to
as "Bidder", hereby affirms its full understanding of all term	<u>-</u>
Proposal (RFP). Further, Bidder certifies the completeness	and accuracy of all information
contained in the Bidder's response to the RFP and supplied	to the County of Santa Cruz
during the request for proposal process.	
The Bidder's proposal constitutes a firm and binding offer b	by the Bidder to perform the
services as stated.	
Bidder further affirms that Bidder will meet or exceed reque unless exceptions have been specifically noted in the propos	
Responding Organization	
By: Signature (Authorized Representative)	
Name (Delated)	
Names (Printed)	
Title	
ACKNOWLEDGEMENT	
State of	
Country of	
County of	
On thisday of2002, before me, the u and for the said County and State, personally appears	undersigned, a Notary Public in
	to be the person described herein
and who executed the foregoing Affirmation Statement, and	<u>=</u>
the same has her/his free act and deed.	<u> </u>
Witness my hand and Notarial Seal subscribed and the day and year above written.	affixed in said County and State,
	Notary Public
	(Seal)
My Commission Expires	

County of Senta Cruz Emergency Ambulance REP February 21, 2002 Page 51

Form 3 -- INVESTIGATIVE AUTHORIZATION - COMPANY

The undersigned company, a prospective Bidder to provide emergency advanced life support ambulance service for the County of Santa Cruz, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the County of Santa Cruz, or its agents. The company specifically agrees that the County of Santa Cruz or its agency may conduct an investigation into, but not limited to the following matters:

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

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN

This authorization shall expire six (6) months from the date of the signature.

BY THE COMPANY:	
Date:	
	Company Name
State of	Name and Title
County of	
the said County and State, person known to be the person described	2002, before me, the undersigned, a Notary Public in and for nally appears
Witness my hand and No and year above written.	otarial Seal subscribed and affixed in said County and State, the day
(G1)	Notary Public
(Seal)	
My Commission Expires	

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Form 4 - Acceptance of Minimum Requirements

Initial each area of agreement or disagreement with minimum requirements. The Authorized Representative of the Bidder must sign second page.

Agree	Disagree	Minimum Requirements		
		Keep a current deployment plan on file with the Santa Cruz County EMS		
		Agency and redeploy or add ambulance hours if response time		
		performance standard is not met.		
		Ensure all operational policies meet or exceed state, federal or County		
		laws, statues, and policies.		
		Accept County response time performance standards for response to		
		Code 3 requests.		
		Agree to Response Time Exception procedure.		
		Agree to calculate ambulance response times as defined by the County.		
		Accept definition of applicable calls.		
		Accept penalty for failure to meet response time standards, and acknowledge that payment of penalty does not relieve Contractor of responsibility for compliance with response time standards.		
		Accept penalty for failed response and agrees to report these calls as		
		required by County.		
		Accept penalties for failure to provide data necessary to determine		
		response time compliance.		
		Provide monthly performance reports in the required format, including		
		identifying emergency calls that did not meet response time standard,		
		ALS staffing standard or the response time data requirement.		
		Accept the penalty assessment procedure.		
		Accept the penalty dispute procedure.		
		Use air ambulance and air rescue services according to County Policies.		
		Meet dispatch and communication requirements as set forth in Section 4.2.2.		
		Actively participate with the County in disaster planning; designate a		
		representative to regularly attend meetings and be the liaison for disaster		
		activities, and to provide field personnel and transport resources for		
		participation in county disaster drills.		
		Participate in the appropriate county EMS committees and related		
		subcommittees.		
	İ	Ensure that personnel meet or exceed clinical/operational standards		
		established by County policies, procedures and field treatmen		
		euidelines.		
		Accept penalties for failure to meet ambulance staffing and clinical		
	standards and to report any failure as required by County.			
		Comply with County CQI reporting on a quarterly basis.		

Form 4 – Acceptance of Minimum Requirements (Page 2)

	_
	Cooperate fully with the County or State EMS Authority in the
	investigation of an incident or unusual occurrence.
	Provide the necessary hardware, linkages and staff to comply with the
	requirements of the County data system.
	Complete, maintain, and upon request make available to County copies
	of:
	 Number of emergency responses and transports.
	 Personnel records (including current licensure and
	certification)
	Equipment failure reports.
	 Equipment and vehicle maintenance reports.
	Patient billing and account documentation.
	Continuous Quality Tmprovement program reports.
,	A complete listing of all service complaints received and their
	disposition/resolution.
	Agrees to audits and inspections required by the County.
	Comply with the County's insurance requirements.
	Provide the County an annual audited financial statement according to
	the reauirements identified.
	Agrees to County's contract termination language.
	Agrees to County's requirements in a "lame duck" requirements.
	MATERIAL STATE OF THE STATE OF

Date:	
	Bidder Name
	By: Signature (Authorized Representative)
	Name (Printed)
	Title

Form 5: INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being	(title) for
(Company), which is a Bidder to provide eme service to the County of Santa Cruz, recogniz assurance of safe, reliable, and cost efficient a is necessary to require an inquiry into matters	rgency and advanced life support ambulance es that public health and safety requires ambulance service. In order to judge this bid, it
investigation of his or her personal work expe	ground, and specifically agrees that the County personal investigation of the undersigned for
AUTHORIZATION FOR SUCH PERSONA EXPRESSLY GIVEN:	L INVESTIGATION IS HEREBY
Date:	
	al Name
State of	
County of	
and for the said County and State, personally	efore me, the undersigned, a Notary Public in appears to me known to be the person described herein Statement, and acknowledged that s/he executed
Witness my hand and Notarial Seal su the day and year above written.	abscribed and affixed in said County and State,
	Notary Public
(Seal)	
My Commission Expires	

Attachment C-6

Form 6 - Paramedic Compensation Package

Bidder						
	New E	mployee	After	2 Years	After	5 Years
		1 7		ovment	Empl	oyment
Hourly Wage:						
(Straight		/hr	Lowest \$_	/hr	Lowest \$_	/hr
time)	Highest \$		Highest \$_		Highest \$_	
	Median \$_	/hr	Median \$_	/hr	Median \$_	/hr
Average numb	er of hours	per week for	full time en	ployees:		
Average gross	earning per	year for full	time emplo	yees:		
Paid Vacation		dayslyear		dayslyear		dayslyear
Paid Holidays		dayslyear		dayslyear		dayslyear
Sick Leave		dayslyear		days/year		dayslyear
Paid Continuing	-					
Ed.		hourslyear		hourslyear		hourslyear
Uniform	¢	<i>I</i>	¢	/	c	1
Allowance Tuition	Φ	/year	Φ	/year	Φ	/year
Reimbursement	. \$	/year	\$	/year	\$	/year
	*		'		, <u> </u>	
Health Care						
Medical		% covered		% covered		% covered
.		deductible		deductible		deductible
Dental		% covered		% covered		% covered
Optical		% covered		% covered	a	% covered
Stock Options	:					
Profit Sharing:						
Day Care Serv	vices:					
Career Develo	pment:					
Pension Plan:						

Attachment C-7

Form 7 – Proposed Operating Budget

Bidder:	Year	
	EXPENSES	
Personnel Paramedics		
Wages		
Benefits	\$	
EMT-IS		
Wages		
Benefits		
Other Personnel		
Wages	\$	
Benefits		
Subtotal		\$
Vehicles		
Gasoline		
Repair and maintenance	\$	
Equipment lease/depreciation	\$	
Subtotal		\$

Form 7 - Proposed Operating Budget (Page 2)

Bidder:	Year	
Expense	es (Continued)	
Medical Equipment/Supplies		
Supplies	\$	
Equipment lease/depreciation	\$	-
Maintenance and repair	\$	-
Subtotal		\$
	Other	
Rents and leases		-
Insurance		-
Utilities and telephone	\$	-
Office supplies and postage	\$	_
Professional services		_
Taxes	\$	_
	\$	_
		_
	\$	_
	\$	_
Subtotal		\$
Total Expenses		\$

County of Senta Cruz Emergency Ambulance RFP February 21, 2002 Page 58

Bidder:	Year	
	REVENUES	
Patient Charges		
Private payments	\$	
Medi-Cal		
Medicare	\$	
Other third party payments	\$	
Subtotal		
Other Sources of Revenue, Specify		
Total Revenue		\$
Net Income (Total Revenue minus T	otal Expenses)	\$

Basis for Revenue Projections

Source of Payment	Annual Number of Transports	%	Average Payment/ Transport	Annual Revenue
Private				
Medi-Cal Only				
Medicare/Medi-cal				
Medicare Only				
Other				
No Payment			0.00	0.00
Total		100%	\$	\$

Attachment C-8

Form 8 -- PROPOSED AMBULANCE RATES

The undersigned company, a prospective Bidder to provide emergency and advanced life support ambulance service for the County of Santa Cruz, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. Bidder shall commit that rates in effect at the time of contract execution remain in effect for two years.

Proposed Rates

	Ambulance	Charges	
Advanced Life Support		Basic Life Support	
Emergency Base Rate	\$	Emergency Base Rate	\$
Emergency Response	\$	Emergency Response	\$
Night Charge	\$	Night Charge	\$
T.V. Therapy	\$	I.V. Therapy	\$
Universal Control Measures		Universal Control Measures	
weasures	\$	Weasures	\$
Mileage	\$per mile	Mileage	\$ per mile

Standard Treatment Charges

Some charges apply to either ALS or BLS service:

Bandages	\$ Intubation	\$
Cardiac Pacing	\$ Meds Administration \$	
Cervical Collar	\$ Oxygen	\$
CID/Sand Bags	\$ Pulse Oximetry \$	
<u>CPR</u>	\$ Service Charge/Dry Run \$	
<u>Defibrillation</u>	\$ Splints	\$
EKG	\$ Suction \$	
Extrication (Minor)	\$	
(Major)	\$	

Form 8 -- PROPOSED AMBULANCE RATES (Page 2)

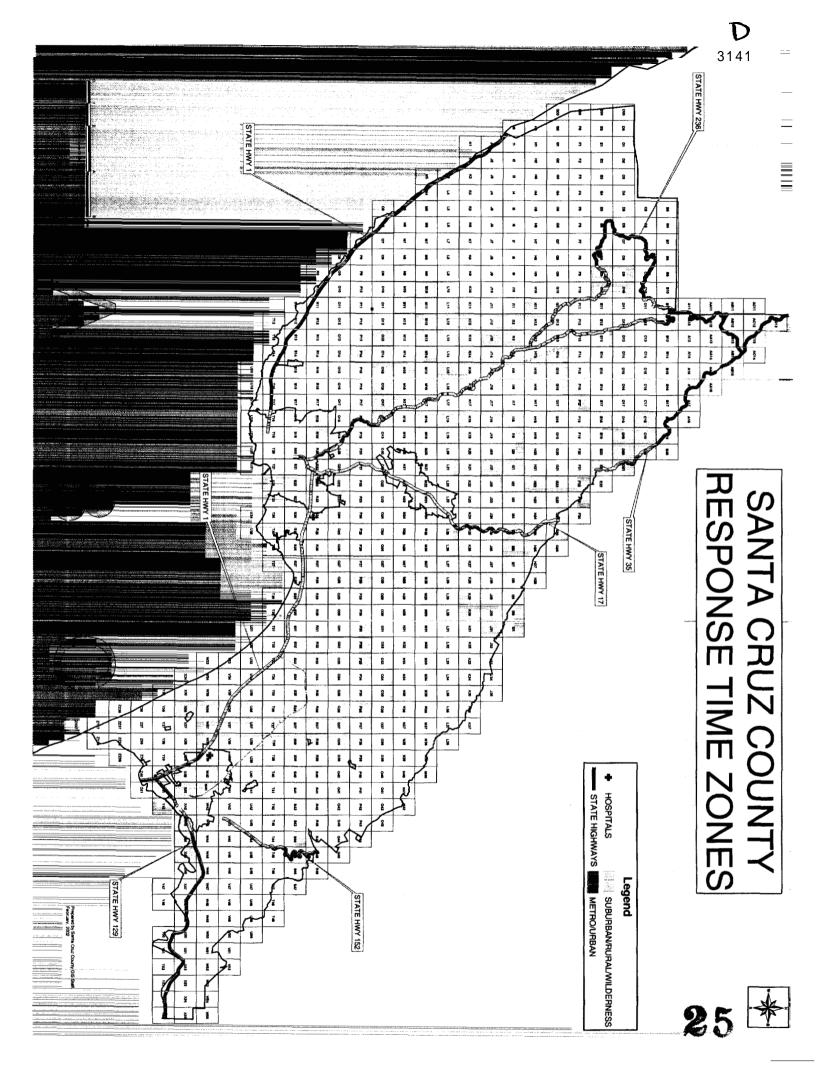
<u>Medicare</u>			
Do you accept Medicare assignment?	Yes	No	
Definition: Reference: HCFA - 460	<u>form</u>		
Medicare Participating Physician or S	Supplier Agreement		
Meaning of Assignment - For purpose Medicare Part B payment means required program. Under an assignment, the a shall be the full charge for the service from the beneficiary or other person of applicable deductible and coinsurance.	esting direct Part B property description of the period of	payment from the Medicare ermined by the Medicare carrier, B. The participant shall not collect	et
Date:	Bidde	er Name	_
	By: Signatur	re (Authorized Representative)	
	Name	e (Printed)	_
State of	Title		_
County of			
and for the said County and State, per and who executed the foregoing Affir the same as her/his free act and deed.	rsonally appears to me known rmation Statement, a	e undersigned, a Notary Public in n to be the person described herein and acknowledged that s/he executed d affixed in said County and State	ed
		Notary Public	
		(Se	al)
My Commission Expires			

Attachment C-9

Form 9 - Charge Scenarios

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

Base rate Emergency Response	Total
Emorgonou Dognongo	\$
Emergency Response	\$
Night charge	\$
12 miles transport	\$
Oxygen	\$
Oxygen administration equipment	\$
I.V. administration equipment	\$
Saline Lock	\$
Cardiac Monitor	\$
Nitroglycerin gr. 1/150 s.l.	\$
Lidocaine 100 mg. I.V.	\$
Aspirin	\$
•	\$
	\$
	\$
NARIO#2 – A 25 year old unconscious	- <u></u>
NARIO#2 – A 25 year old unconscious ent signing out AMA. Field personnel s	diabetic is treated with glucose an
· · · · · · · · · · · · · · · · · · ·	diabetic is treated with glucose and 45 minutes on this call prior to Total
ent signing out AMA. Field personnel sy Base Rate	diabetic is treated with glucose and deepend 45 minutes on this call prior to
ent signing out AMA. Field personnel sy Base Rate Emergency Response	diabetic is treated with glucose and 45 minutes on this call prior to Total
ent signing out AMA. Field personnel sy Base Rate Emergency Response Oxygen	diabetic is treated with glucose and 45 minutes on this call prior to Total
ent signing out AMA. Field personnel sy Base Rate Emergency Response Oxygen I.V. administration equipment	diabetic is treated with glucose and 45 minutes on this call prior to Total
ent signing out AMA. Field personnel sy Base Rate Emergency Response Oxygen I.V. administration equipment I.V. solution	diabetic is treated with glucose and 45 minutes on this call prior to Total
ent signing out AMA. Field personnel specification of the signing out AMA. Field personnel specification entire specification equipment and solution of the significant specification equipment of the solution of the significant entire specification of the significant entire specificatio	diabetic is treated with glucose and 45 minutes on this call prior to Total
ent signing out AMA. Field personnel sy Base Rate Emergency Response Oxygen I.V. administration equipment I.V. solution	diabetic is treated with glucose and 45 minutes on this call prior to Total



Definitions

Advanced Life Support (ALS)

Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52.

Advanced Life Support (ALS) Ambulance

An ambulance that has at the minimum, one EMT-Paramedic and one EMT-I as defined in California Health and Safety Codes 1797.80 and 1797.84 and equipment to provide ALS service to patients.

Ambulance

Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, convalescent, infirmed or otherwise incapacitated person.

Base Hospital

Santa Cruz County hospital approved by the Santa Cruz County EMS Agency to provide on-line medical advice and medical control to EMTs.

Base Hospital Physician

A physician and surgeon who is currently licensed in California, who is assigned to the emergency department of a base hospital, and knowledgeable in the medical protocols, radio procedure and general operating policies of the County EMS system, and a person from whom ambulance personnel may take medical direction by radio or other remote communications device.

Basic Life Support (BLS)

Those medical services that may be provided within the scope of practice of a person certified as an EMT-I as defined in California Health and Safety Code Section 1797.80.

Basic Life Support (BLS) Ambulance

An ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT-I as defined in California Health and Safety Code 1797.80 and equipment to provide only basic life support at the scene of a medical emergency and during transport of a patient(s) experiencing a medical emergency.

Code 2 Call

Immediate dispatch of first responders and ambulance, no lights and sirens.

Code 3 Call

Immediate dispatch of first responders and ambulance with lights and sirens.

Computer-Aided Dispatch or CAD

Computer-Aided Dispatch system consisting of associated hardware and software to facilitate call taking, unit selection, resource dispatch and deployment, event time stamping,

•	creation and real time maintenance of incident database, and providing management information.	
Costar	An automated database system for patient care records currently used in Santa Cruz	
CQI	Continuous Quality Improvement	
Emergency	As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.	
Emergency Medical Care Commisson	The committee appointed by the Board of Supervisors that is advisory to the EMS Agency and Board of Supervisors, and makes recommendations regarding standards, rules and regulations related to the medical and clinical aspects of ALS and ambulance service and prehospital care.	
Emergency Medical Dispatch (EMD)	A series of components that allow the dispatcher to triage calls, send appropriate resources with the appropriate response, and provide pre-arrival instructions if needed.	
Emergency Medical Technician -I (EMT-I)	As defined in the Health and Safety Code Section 1797.80.	
Emergency Medical Technician - Paramedic (EMT-P)	As defined in the Health and Safety Code Section 1797.84.	
Emergency Medical Services Integration Authority (EMSIA)	A joint powers authority to integrate fire-based medical resources with the County ambulance provider.	
EMS Agency	Santa Cruz County Emergency Medical Services Agency.	
Exclusive Operating Area (EOA)	An EMS area or subarea of Santa Cruz County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85.	
First Responder	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.	
HEARNet	Hospital Emergency Administrative Radio Network linking hospitals, skilled nursing facilities and urgent care centers throughout the County.	
HIPAA	Health Insurance Portability and Accountability Act of 1996.	
Medical Executive Committee (MEC)	A free-standing, multi-disciplinary, committee to advise the EMS Medical Director	

Medical Direction Direction given ambulance personnel by a base hospital physician through direct voice contact or through an approved M.I.C.N., as required by applicable medical protocols.

Medical Director

A physician with experience in emergency medical systems who provides medical oversight to the EMS System, pursuant to Section 1797.204 of the Health and Safety Code

MCI Plan

Santa Cruz County Multi-Casualty Incident Medical Response Plan

Netcom

See SCCECC below

Prehospital Advisory Committee (PAC)

Formed to advise the EMS Medical Director on issues concerning the technical aspects in the provision of prehospital care

Physician

Any person duly licensed to practice medicine in the State of California.

SCCECC/Netcom

Santa Cruz Consolidated Emergency Communications Center is the primary public safety answering point (PSAP) for the County handling calls for Santa Cruz Sheriff's Office, Santa Cruz City Police Department, Watsonville Police Department, Capitola Police Department, Aptos LaSelva Fire District, Central Fire Protection District, Santa Cruz City Fire, Watsonville Fire, County-wide fire and American Medical Response.

Suburban

All census places with a population density of 51 to 100 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.

Rural

All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 7 to 50 persons per square mile.

Technical Advisory Group (TAG)

Appointed by the Health Services Agency Administrator to monitor the emergency ambulance contractor's contract compliance.

Urban

All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.

Wilderness

Census tracts or enumeration districts without census tracts which have a population of less than seven persons per square mile.