

Department of Public Health Services

1800 Mt. Vernon Ave.
Bakersfield CA, 93306



Request for Proposals 9-1-1 Emergency Ambulance Service, Emergency Response, Transportation and Related Services Solicitation #EMS-2020-11-3

Contents

SECTION I - DEFINITIONS	4
SECTION II – INTENT FOR THE REQUEST FOR PROPOSAL.....	12
SECTION III - INSTRUCTIONS FOR PROPOSERS.....	14
3.1 PRE-SUBMITTAL ACTIVITIES.....	14
3.2 PROPOSAL CONTENT REQUIREMENTS.....	17
3.3 PROPOSER SUBMISSION.....	18
3.4 PROPOSER CERTIFICATIONS.....	20
3.5 WITHDRAWAL OF PROPOSALS.....	20
3.6 NO COMMITMENT.....	20
3.7 ESTIMATED QUANTITIES.....	20
3.8 SELECTION.....	20
3.9 CONTRACT AWARD.....	21
3.10 PUBLIC RECORDS.....	22
SECTION IV - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA.....	24
4.1 MINIMUM QUALIFICATIONS.....	24
4.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE.....	27
4.3 REFERENCES.....	28
4.4 EVALUATION CRITERIA.....	28
SECTION V – INSURANCE.....	31
SECTION VI - STANDARD TERMS AND CONDITIONS.....	32
SECTION VII - SCOPE OF WORK AND SPECIAL PROVISIONS.....	32
7.1 SUMMARY.....	32
7.2 FINGERPRINTING AND BACKGROUND CHECKS.....	32
7.3 SYSTEM REQUIREMENTS.....	32
7.4 AMBULANCE DEPLOYMENT SYSTEM STATUS PLAN.....	34
7.5 VEHICLES.....	36
7.6 PERSONNEL.....	39
7.7 HOSPITAL AND COMMUNITY REQUIREMENTS.....	45
7.8 DISASTER PREPAREDNESS.....	46
7.9 QUALITY/PERFORMANCE.....	47
7.10 DISPATCH AND RADIO COMMUNICATION.....	51

7.11 FINANCIAL AND ADMINISTRATIVE REQUIREMENTS54
SECTION VIII - Addendums..... 58

SECTION I - DEFINITIONS

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

Against Medical Advice (AMA) – Patients refusing treatment and/or transport against the advice of the prehospital provider.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT-1 and one EMT-P.

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

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

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

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

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for Public Safety to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

AVL – Automatic vehicle locator.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper

application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

BLS Unit –Ambulance staffed by two EMT level providers.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

CAD – County Approved Dispatch Service (CADS) dispatches all emergent and non-emergent ground ambulance calls within the County of Kern in accordance with provider's deployment or system status plan.

California Division of Occupational Safety and Health Division (CAL/OSHA) – State Division that protects and improves the health and safety of working men and women in California.

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

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

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

Code-2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call – Any request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract - The agreement between Kern County and Contractor awarded pursuant to this solicitation.

Contractor - The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.

County Data - All information, data, and other content, including Confidential Information and other information whether or not made available by Kern County or Kern County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems - The information technology infrastructure of Kern County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County - Kern County

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological process that focuses solely on an immediate and identifiable problem.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

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

Public Health Services Department (Department) – Kern County Public Health Department

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

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

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

En Route Time (Out of Chute) – The elapsed time from unit alert to unit en route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

First Responder – An agency or department with equipment and staff (e.g. fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Force Majeure - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the

party from complying with any of its obligations under the Contract, including acts of God, fires, floods, earthquake, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile response time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Geographical Information Systems (GIS) – A framework for gathering, managing and analyzing data.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

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

Kern County EMS – The local EMS Agency (LEMSA)(HSC 1797.200) empowered by the Kern County Board of Supervisors through the Department of Public Health to contract for ambulance service that will provide coverage within the designated EOAs.

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

LEMSA – Local EMS Agency; see Kern County EMS.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer

Multi-Casualty Incident (MCI) – An event with 5 or more transportable patients.

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

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

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

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

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Division (OSHA) – Federal Division that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

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

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Kern County shall be one (1) EMT-P and one (1) EMT-1.

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

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

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

Priority 1 Call – Code 3 dispatch call

Priority 3 Call - Code 2 dispatch call

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

Proposal Review Committee (PRC) – A committee consisting of professional subject matter experts with experience in healthcare delivery models and government procurement procedures, to evaluate responsive proposals based on the criteria specified in the solicitation. PRC members shall be bound by the terms of a conflict of interest statement and confidentiality agreement.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect

Public Access Defibrillation (PAD) – A program that places automatic external defibrillators throughout communities.

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

ReddiNet - An emergency medical communications system designed to capture the essentials of data management for high performing emergency response. ReddiNet incorporates versatile, established satellite technology to exchange real-time information among hospitals, Emergency Medical Services (EMS) and Public Health agencies, fire, ambulance, clinics, long-term care facilities and law enforcement.

Release at Scene (RAS) – Patients released at scene advised to seek medical attention as per Kern County AMA Policy.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Workload – measure of work performed by on-duty units during any given period of time.

SECTION II – INTENT FOR THE REQUEST FOR PROPOSAL

2.1. Introduction and Background

The County of Kern (County) is seeking proposals from qualified ambulance service providers to provide 9-1-1 Emergency Ambulance Response, Transportation and Related Services such as Billing/Advanced Life Support (ALS) Reimbursement; Patient Satisfaction Program, Public Education, etc. within a Kern County Exclusive Operating Area (EOA). The primary goal of these services is to provide quality 9-1-1 Emergency Ambulance medical care and ambulance transportation services to Kern County residents.

Enacted by the legislature in 1980, the Emergency Medical Services System and Pre-hospital Emergency Medical Care Personnel Act (EMS Act) created a comprehensive statutory scheme governing the provision of pre-hospital emergency medical services for the purpose of achieving statewide coordination and integration of pre-hospital emergency medical services.

The EMS Act accomplishes this integration through a two-tiered system of state and county regulation. At the state level, the Emergency Medical Services Authority (EMSA) is responsible for functions relating to the coordination of EMS throughout the state. At the county level, a designated local EMS agency (LEMSA) is responsible for the administration of emergency medical services and is required to have a Medical Director that prescribes the medical management of the EMS system countywide. In Kern County, the designated LEMSA is the Department of Public Health, Emergency Medical Services Program.

Health and Safety Code §1797.224 authorizes the County to create EOAs, provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan.

The County has one operational area available for bid, EOA 11, shown in (TABLE 1). The EOA was created to assure service providers with state sanctioned anti-trust protection and provide uniform, reliable emergency ambulance services. The County has determined that the EOA is medically feasible, financially viable, and allows for efficient resource utilization to meet response times. The EOA does not reflect city and or supervisorial district boundaries.

The outcome of this solicitation will be the selection of one (1) Proposer for the designated EOA, with whom the County will award an exclusive, performance-based contract for the provision of the required services. The information in TABLE 1 below is based on data extracted from the Kern County EMS Data Repository for the calendar

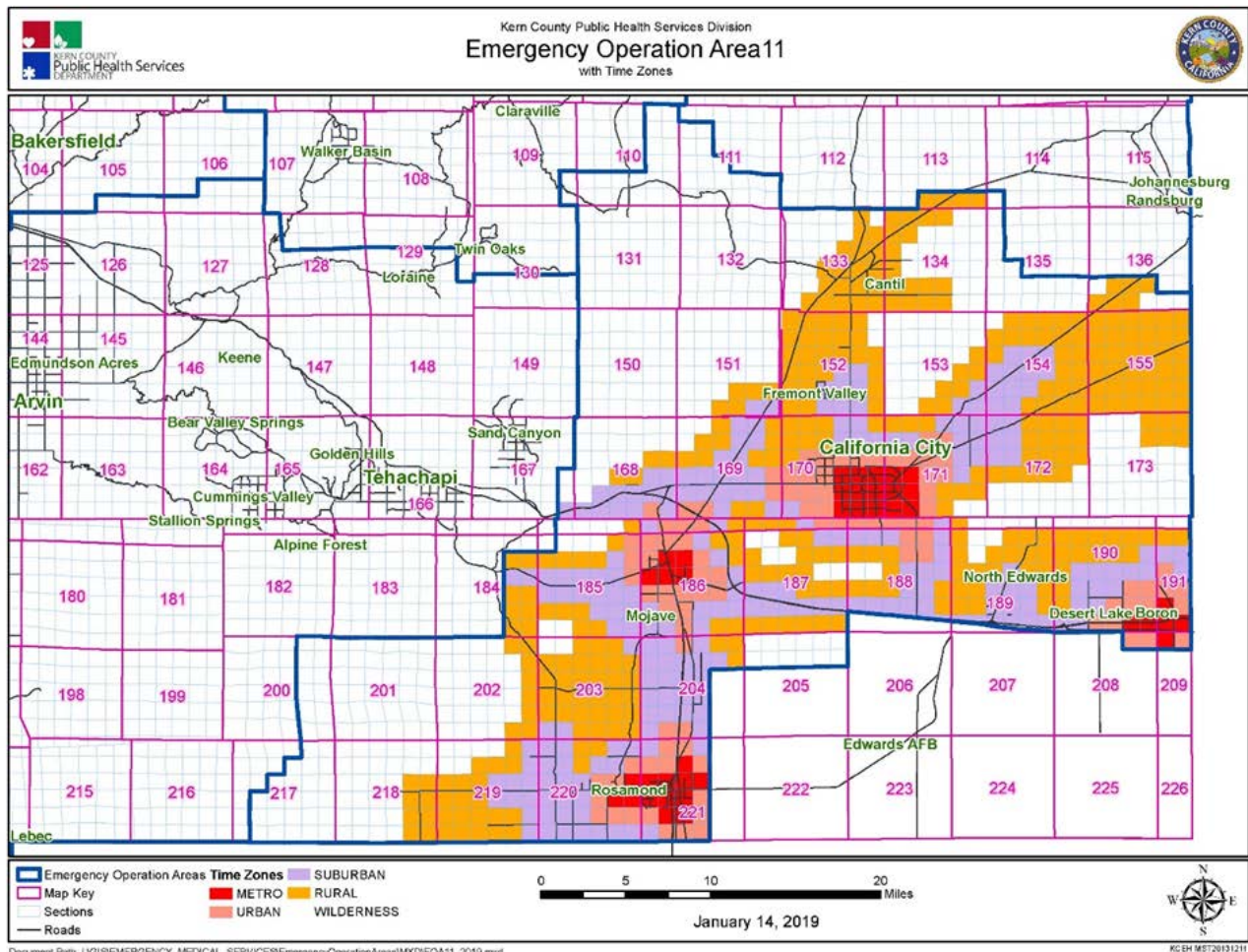
year 2019. The information is provided for general purposes only and does not constitute any commitment by the County, nor does it guarantee any annual utilization of services.

Table 1:

(Call volume data as reported via the ePCR system for calendar year 2019)

EOA	City + Associated Unincorporated Areas	Total Call Volume	Total ALS Transports	Total BLS Transports	Other Transports	Total Transports	Square Miles
11	Mojave, California City, Boron, Rosamond, Cities and associated areas	6943	4083	114	16	4213	1250.4

Exclusive Operating Area 11



2.2. Period of Operation

Unless initiated earlier by mutual agreement, this contract shall commence at 12:01 a.m. on August 2, 2021, and terminate at 11:59 p.m. on July 31, 2026 unless extended or terminated as provided for in the executed EOA Contract.

The County shall make any decision regarding renewal of this contract or any extension thereof at least 18 months prior to the scheduled termination date so that if no extension is approved, a new RFP process may be conducted on a schedule that will identify the new CONTRACTOR and allow reasonable time for both outgoing and incoming CONTRACTORS to plan and execute an orderly transition (transition period).

The purpose of this requirement is to allow reasonable time for both outgoing and incoming Contractors to plan and execute an orderly transition.

2.3. Scheduled Activities

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The LEMSA reserves the right to modify the dates below in accordance with its review process.

		Time
Release of RFP	January 11, 2021	8:00AM
Proposal Conference	January 27, 2021	3:00PM
Deadline for Questions/Request for Clarification	February 3, 2021	5:00PM
Proposals Due	April 2, 2021	4:00PM
Notice of Intent to Award	May 28, 2021	10:00AM
Approval of Contract by Board of Supervisors	July 6, 2021	
Implementation Date	August 2, 2021	8:00AM

SECTION III - INSTRUCTIONS FOR PROPOSERS

3.1 PRE-SUBMITTAL ACTIVITIES

A. Questions and Comments

Submit questions and/or comments including notifications of apparent errors, to the County via hand delivery by the deadline for questions and comments. Questions and comments received after the deadline will not be acknowledged.

1. Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Requests submitted after the deadline will not be accepted. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes. Any changes made to the RFP will be made available to all prospective proposers.

2. Request for Substitution of Specified Equipment, Material, or Process

- a. Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
- b. If requesting a substitution for a required item, submit requests by the Deadline for Questions and Comments. Furnish all necessary information required for the County, in its sole judgment, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

B. Canceling the Procurement Process after opening

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

- Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
- The services are no longer required.
- All otherwise acceptable proposals received are at unreasonable prices.
- The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- The proposals received were not adequately competitive and therefore did not ensure reasonable prices in accordance with local resources or generally accepted prices.

- No proposal is received which meets the minimum requirements of the RFP.
- The County determines after analysis of the proposals that its needs can be satisfied by a less expensive method.

All proposers shall be notified in writing of the specific reasons when proposals are rejected.

C. Contact with County Employees

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

1. As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through the Authorized Contact Person, Joe Arriola, who can be reached via email at arriolaj@kerncounty.com.
2. Proposers may not pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

D. Pre-proposal meeting

A pre-proposal meeting has been scheduled as follows to answer questions you may have regarding this solicitation:

DAY/DATE: January 27th, 2021

TIME: 3:00PM

LOCATION: Kern County Public Health Services Department
San Joaquin Room
1800 Mt. Vernon Ave.
Bakersfield, CA 93306

Attendance at the conference is highly recommended but not mandatory in order for an ambulance service provider to be eligible to submit a proposal. It is the responsibility of each ambulance service provider to ensure sufficient time is allowed to find parking and

enter the meeting timely. No one will be admitted later than ten (10) minutes after the start of the meeting, and all attendees should remain until the meeting ends. The meeting will be recorded and a transcript of the meeting will be made available at any proposer's request. Verbal answers given at the meeting are not binding. Any response or communication from the County's designated Contact Person or any other County staff member other than written answers posted will be unauthorized and shall in no way modify this RFP or the obligations of the County or any proposers.

Proposers are to strictly follow the directions above for questions regarding this solicitation. During the entire solicitation process, no County employee or evaluation committee panel member may be contacted for questions or information regarding this solicitation except as provided in the directions listed above. Any Proposer in violation of this directive may be deemed non-compliant with the RFP process and such non-compliance may be a basis to reject the Proposer's proposal.

3.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

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

1. Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted and containing the following language:
 - a) The undersigned certifies that all statements in the Proposal are true and correct and that any material false statement contained in this proposal shall entitle the County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
 - b) Indicate the name of the firm and the RFP project clearly on your cover sheet.
2. Authorized contacts - identify the name and title of the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
3. Corporate/Agency Profile – including legal name, address, telephone number, and type of entity.
4. Table of Contents, listing all major topics and their respective page number.

5. Technical Proposal
6. Supplementary Documents, as requested
7. Price Proposal

B. Technical Proposal Contents

1. Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
2. Addressing each requirement outlined in this solicitation in the order presented, describe how the requested services will be provided in the EOA.
3. Include a project schedule with milestones, deliverables, dates, and a project management plan.
4. Specify any needs for physical space or equipment that the County must provide during the engagement.
5. Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Price Proposal

1. Place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL".
 - (a) Use Price Proposal forms provided without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
2. Include prices for a minimum of 5 years.
3. Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.
4. Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Proposal.

3.3 PROPOSER SUBMISSION

- A. Submit proposals as directed below.

1. Hard copy submissions

- (a) Six (6) hard copies and one (1) copy on a thumb drive are required to be submitted.
 - (b) Submit proposals with all required documents in a sealed package to the designated County Mailing Address. All proposals received will be kept unopened and secured until officially accepted by the County. Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:
 - Proposer Name
 - Return address
 - Solicitation title
 - Solicitation number
 - (c) Submit proposals and all required documentation so as to physically reach the designated address by the due date and time.
 - (d) Proposals will remain in effect for one year following submission to the County.
2. Hand-written responses will be rejected, with the exception that signatures may be hand-written.

Proposers who submit a late response will be notified in writing by the County and will have the option of collecting all copies or authorize the County to dispose of all materials submitted. All late responses will be rejected as non-responsive.

B. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities and request Proposer cure such irregularity, but such waiver will not modify any remaining RFP requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being procured. When a proposal is rejected, the unsuccessful responder will be notified in writing that their proposal has been rejected.

3.4 PROPOSER CERTIFICATIONS

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

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process;
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award;
- Proposer certifies all statements in the response are true;
- Neither proposer, its employees, nor any affiliated firm providing the requested services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest;
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.
- If awarded proposer agrees to become Commission on Accreditation of Ambulance Services (CAAS) accredited within one year of award.

3.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time by a responder or authorized representative provided his or her identity is made known and signs a receipt for the proposal.

3.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the Proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

3.7 ESTIMATED QUANTITIES

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

3.8 SELECTION

At any time in the evaluation process, the County may request clarifications from Proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected.

B. Proposal Evaluation

The County will establish a Proposal Evaluation Committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms or may invite one or more Proposers for oral presentations and demonstrations. After evaluating presentations, the committee may recommend one or more top-ranked Proposers for final contract terms.

C. Determination of Responsibility

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

3.9 CONTRACT AWARD

A. Notice of Intent to Award

Once a decision has been made to award a contract to a Proposer, the County will notify each proposer of the award decision.

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible Proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal written agreement. (see Addendum 1, Agreement Language)

B. Commencement of Performance

After all parties have signed the Agreement, the County will notify the Proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work.

3.10 PUBLIC RECORDS

A. General

1. All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public record. As such, they may be subject to public review.
2. Any contract arising from this RFP will be a public record.
3. Submission of any materials in response to this RFP constitutes:
 - a. Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials;
 - b. Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a Proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected;
 - c. Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act;
 - d. Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
4. The County reserves the right to withhold any materials otherwise subject to the Public Records Act during the pendency of negotiation of the contract pursuant to *Michaelis, Montanari & Johnson v. The Superior Court of Los Angeles* (2006) 38 Cal.4th 1065.

B. Confidential information:

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

If confidential information is submitted:

- a. All confidential information must be stamped with a "Confidential" watermark and placed in a separate tabbed section #9 of the RFP marked "Confidential".

- b. Any documents labeled “Confidential” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“ _____(legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

By: _____ Date: _____”

Confidential information may include:

Technical Information

- a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

Financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

- a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- c. Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

SECTION IV - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

4.1 MINIMUM QUALIFICATIONS

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

A. Experience:

1. Five years continuous and actively engaged in providing services as required by a high-performance contract in the United States as a primary 911 Ambulance service provider at the ALS level for an operating area of a similar population, with size, geographical spread, population densities, and call volume appropriately similar to those of Kern County EOA's.
2. If the Proposer is organized as a legally formed partnership or limited liability company, each partner entity participating in the partnership or Limited Liability Company must have existed and continuously provided and is actively engaged in Prehospital ALS Emergency Medical Services, for a minimum of five years in the United States.

3. Proposer, partner, or member of management team has not defaulted on any contract or agreement with the County of Kern or any other governmental agency.
4. An "Alliance model" for the provision of ambulance service will not be considered in this procurement process.

B. Financial Condition

1. Financial Stability

Proposer shall provide evidence that clearly documents the financial history of the organization including financial interests in any other related business and demonstrates that it has the financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the contract.

- a. Provide externally audited financial statements for the most recent five years. If the proposer organization is a subsidiary of another corporation or is a dependent governmental entity, Proposer shall provide externally audited financial statements for the parent entity for the most recent five years. If financial statements of a parent entity are submitted, the proposer organization's financial statements must either be separately shown as a part of those financial statements or submitted separately in the same format and for the same period. Such a parent entity shall be required to guarantee the performance of the Proposer.

C. Demonstration of Additional Proposer Qualifications

Proposers must respond to each of the following additional criteria and demonstrate their qualifications.

Proposals meeting the above Minimum Qualifications will be forwarded to a Review Committee (RC) for evaluation. Each response to the following additional qualifications will be evaluated and scored by a RC on a pass/fail basis. Supporting documentation must be provided for the response to each requirement. For each criterion, required documentation is noted, or examples of supporting documentation have been identified. Please note that all proposals will be public record. Scoring will be based on the content in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a failing score. Proposals receiving a failing score for any of the following criteria may be disqualified from further evaluation.

1. Legal History

This item may be submitted in an electronic format, such as compact disc or USB drive. Proposer shall document its litigation history for the past five (5) years. Proposer may be disqualified if a final judgment was issued against Proposer or any affiliated organization for breach of contract or failure to competently and adequately perform ambulance or other emergency services. The proposal must include a listing of all resolved or ongoing litigation involving the Proposer's organization, including a narrative describing the claim or case and the resolution or status for the past five years. This listing shall include litigation brought against the Proposer's organization or affiliated organizations and any litigation initiated by the Proposer's organization or affiliated organizations against any governmental entity or ambulance provider. For purposes of this litigation history, "affiliated organization" means any organization owned by Proposer, any organization for which Proposer is a successor entity, any organization that either merged with Proposer or divested from Proposer, or any organization which is a parent or subsidiary of Proposer. The term "litigation" includes disputes resolved by mediation or arbitration.

- a. Documented proof of availability to measure and achieve compliance with fractile response time performance.
- b. Documentation that Proposer is legally authorized or eligible to do business in the State of California and or the ability to obtain such authorization prior to agreement start date.
- c. Document attesting Proposer, Partner or management team member have never defaulted on any contract or agreement with the County of Kern or any other governmental agency.
- d. Documentation that Proposer is free of commitments that would impact Proposer's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the company's ability to perform the contract. (No existing obligations that might impact ability to provide services under the terms of this agreement).
- e. Proposer must submit a list or table of every contract the Proposer currently serves and every contract it has served in the five years prior to submission of its proposal. Indicate:
 - i. Type and level of service provided including the population served.
 - ii. The contract period.
 - iii. Whether the Proposer held exclusive market rights for emergency ambulance service under the contract.
 - iv. Whether the contract was competitively awarded.

- v. The name, address, contact person and telephone number for the contract for reference purposes.
- vi. Dollar amount of the services provided.
- vii. The name of the contracting entity.
- viii. The remaining term of the contract and the circumstances under which any contract was terminated, prior to expiration, the cause of failure or refusal to complete and any allegations of deficient service, if applicable.

4.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding:

A. Organizational Capacity:

1. Provide a description of the local management team, roles and responsibilities and their backgrounds; include biographical information and attach resumes.
2. Titles and names of staff members who will be on the team responsible for the service, as well as the expected availability of the various individuals. Include the resume of a dedicated, full-time manager.
3. All applicable licenses and license numbers relevant to delivery of services; the names of the holders of those licenses, and the names of the agencies issuing the licenses, excluding field personnel.
4. The selected Proposer must self-perform the entirety of 9-1-1, 7-digit, emergency and non-emergency response, ALS and BLS ambulance, non-emergency and Inter-facility transport, Critical Care Transport, and stand-by coverage, and must directly employ all key personnel as well as EMT's and Paramedics as described in this RFP.
5. Proposer must enter into an agreement with the County approved ground ambulance dispatch agency for the provision of ground ambulance dispatch.

B. Experience

1. Number of years the prospective contractor has been in business under the present business name, as well as related business names.
2. The number of years providing services as a 911 ALS provider.

3. Details of any failures or refusals to complete a contract.
4. Whether the responder holds a controlling interest in any other organization, or is owned or controlled by any other organization.

4.3 REFERENCES

A. Append five letters of reference specifically related to the organization's current and existing:

1. Agreements and contracts
2. Clinical performance as an ALS contractor
3. Quality assurance/improvement program effectiveness
4. Response-time performance
5. Vehicle maintenance and replacement program
6. Relationships with first responder agencies
7. Organization's local and/or national reputation as a contractor of ALS service
8. Relationship with labor organizations

B. Letters of reference must include the following:

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

4.4 EVALUATION CRITERIA

The evaluation will consist of a thorough review of the proposals and may include interviews and/or site visits with the Proposers. The evaluation panel may request a Proposer to provide additional information or documentation regarding its proposal, and such requests must be fulfilled by the Proposer or its proposal will be rejected.

As part of the evaluation process, the evaluation panel has the right to conduct a review and audit all business records and related documents of any and all Proposers

(including an affiliated or parent company) to: 1) determine the Proposer's financial stability; and, 2) assess the adequacy, fairness, and reasonableness of the proposal. The panel also has the right to contact any and all Proposer references.

Responsive proposals shall be evaluated using the following criteria:

Evaluator Rating Descriptions
Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any short comings are minor and the element contributes appropriately to meeting the requirements of the criterion.
Good: The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.
Fair: The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.
Poor: The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.
Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.

EVALUATOR RATING CRITERIA					
Rating	Poor	Adequate	Good	Very Good	Excellent
Percentage of total points for category	0%	25%	50%	75%	100%
POINTS POSSIBLE PER CATEGORY					
Rating	Poor	Adequate	Good	Very Good	Excellent
Credentials and Local Management Team	0%	2.77	5.55	8.33	11.11
System Requirements	0%	2.77	5.55	8.33	11.11
Vehicles	0%	2.77	5.55	8.33	11.11
Ambulance Deployment	0%	2.77	5.55	8.33	11.11
Personnel	0%	2.77	5.55	8.33	11.11
Hospital & Community	0%	2.77	5.55	8.33	11.11
Disaster	0%	2.77	5.55	8.33	11.11
Financial & Administration	0%	2.77	5.55	8.33	11.11
Additional Requirements	0%	2.77	5.55	8.33	11.11

Category Title	Minimum Qualifications	Total Weight
Proposal is rejected upon the finding of one "Fail" in the Minimum Qualification Table:		
Experience/Currently Active		Pass/Fail
Financial Stability		Pass/Fail
Legal History/Additional Qualifications		Pass/Fail
Alliance Model Proposed		Pass/Fail
Total		Pass/Fail
Overall Score		
Category Title		Total Weight
Credentials and Local Management Team		11.11%
System Requirements		11.11%
Vehicles		11.11%
Ambulance Deployment		11.11%
Personnel		11.11%
Hospital & Community		11.11%
Disaster		11.11%
Financial & Administration		11.11%
Additional Requirements		11.11%
Total		100%

Per EMSA direction and County requirements, selection of a Proposer for the EOA will be based solely on the highest proposal score as determined by the evaluation committee. The total number of points earned will be tallied for each Proposal, and the proposals will be ranked in order of the highest to lowest scores. The highest ranked proposal shall be considered the primary contract award and the next highest ranked proposal shall be the "alternate".

Following the review of proposals by the evaluation committee, the EMS Program Manager or his designee, will approve a recommendation regarding the selection of a Proposer for the EOA.

Upon selection of a Proposer for the EOA and prior to the filing of an Agenda Staff Report for award of contract, the County will issue a "Notice of Intent to Award Contract" for the EOA to all participating Proposers and submit copies of such notices to the Clerk of the Board of Supervisors. Award of a contract will not be effective unless and until it is authorized by the County's Board of Supervisors.

If a Proposer is selected to provide services within the EOA and during contract negotiations the selected Proposer is not capable of providing services in a proposed EOA, the County in its sole and absolute and unfettered discretion has the right to negotiate and award a contract to the next highest scoring Proposer, who the County has determined to be willing and capable of providing services for the affected EOA.

The County expressly reserves the right to negotiate contract terms with a selected Proposer prior to award and reserves the right to award a contract on the basis of the

proposal submitted without further discussions. Therefore, each proposal should contain the Proposer’s best terms from a programmatic standpoint.

SECTION V – INSURANCE

Provide evidence of insurance for each of the checked categories

<input type="checkbox"/>	Commercial General Liability (Including Contractual liability)	\$1,000,000 - per occurrence and \$2,000,000 aggregate.
<input type="checkbox"/>	Automobile Liability	Combined Single Limits (CSL) not less than \$1,000,000
<input type="checkbox"/>	Both commercial general liability and automobile liability policies shall be written by insurance companies that are admitted to do business in the State of California and that are rated by A.M. Best & Company with at least an A-VII rating. Provider shall submit valid certificates of insurance indicating coverage and term to COUNTY.	
<input type="checkbox"/>	Workers’ Compensation	As required by the State of California Labor Code, or be permissibly self-insured. If insured, a certificate evidencing coverage should be provided; if self-insured, a copy of their certificate of self-insurance shall be provided.
<input type="checkbox"/>	Professional Liability (Malpractice)	\$1,000,000 – Per claim or occurrence, and \$1,000,000 aggregate
<input type="checkbox"/>	Said insurance, where permitted by carrier, shall expressly name COUNTY, its governing board, agents, officers and employees as additional insureds. Said insurance shall not be subject to cancellation or reduction without ten (10) days prior written notice to COUNTY.	

SECTION VI - STANDARD TERMS AND CONDITIONS

Addendum 1 contains the County's standard terms and conditions. Proposer should be prepared to agree to all standard terms and conditions in addendum 1. The final agreement will be based on this standard template.

The Proposer should be prepared to enter into an agreement which addresses all components necessary for implementing the provisions of this RFP, all elements of the proposal, as submitted and accepted by County and proper oversight for the provision of 9-1-1, 7-digit, emergency and non-emergency response, ALS and BLS ambulance, non-emergency and Inter-facility transport, Critical Care Transport, and stand-by coverage services. Please reference the current ambulance contract language for an example of a final agreement of services. Examples include but not limited to language associated with opportunities to cure non-compliance and /or breach of contract, insurance requirements, lame duck clauses, etc.

SECTION VII - SCOPE OF WORK AND SPECIAL PROVISIONS

7.1 SUMMARY

The County has determined that the highest level of county-wide emergency medical response will be provided to the public. The County intends to award an initial five-year contract to the responsible Proposer whose proposal conforms to the RFP and whose proposal presents the greatest value to the County, includes 9-1-1, 7-digit, emergency and non-emergency response, ALS and BLS ambulance, non-emergency and Inter-facility transport, Critical Care Transport, and stand-by coverage services, all evaluation criteria considered and as determined by achieving the highest score awarded by the Proposal Evaluation Committee.

The County may extend the Contractor's agreement for a second 5 year term. The extension will be based on Contractor's performance in meeting and or exceeding the performance standards outlined in the Agreement over the initial term of the agreement.

7.2 FINGERPRINTING AND BACKGROUND CHECKS

All EMT, Paramedic, EMD and MICN personnel must comply with the State of California and County Live Scan requirements for certification, accreditation and licensing.

7.3 SYSTEM REQUIREMENTS

System Requirements can be found in the Kern County Ambulance Ordinance and the Ambulance Performance Standards, located at <https://kernpublichealth.com/ems-services-and-certification/>

Until such time as an online compliance utility (OCU) provides performance data directly to the County, the contracted ambulance provider shall submit a monthly report in a manner defined in the current Ambulance Performance Standards. For the purposes of

automated and objective performance tracking, the County requires the use of an OCU, such as FirstWatch. Proposals shall include an OCU service that provide response time tracking, exemption automation, real-time performance dashboard, ePCR interface, and compliance to medical protocols as needed.

The proposer will fully participate in the County approved cardiac arrest registry. Data must be submitted as directed by the County.

Proposals must adhere to the following system requirements:

A. Response Time Standards and Compliance Incentives

Proposer will be held accountable from the time of dispatch, until the time CADS is notified by radio (or other reliable method) that the vehicle is fully stopped (wheels not in motion) at the location where the vehicle shall be parked during the incident, or, in the event staging is necessary for personnel safety, the time the vehicle arrives at the staging area. In all incidents where the crew fails to report their arrival on scene, contractor may submit GPS data to confirm on-scene time, otherwise next radio transmission is to be used. Response times shall be in whole minutes with seconds. Response time standards are found in the Ambulance Performance Standards located at https://kernpublichealth.com/wp-content/uploads/AmbPerfStds_NewFormat_Updating-Copy.pdf.

Response time standards vary for metro, urban/suburban, rural, and remote/wilderness designated areas.

1. Supply supporting documentation to demonstrate the Proposer's ability to meet the response time criteria. Such documentation shall contain procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.
2. The EOA available for bid contains a mix of metro, urban/suburban, rural and remote/wilderness areas. Proposals must evidence an ability to maintain response times with at least 90% compliance in each of these five zones based on area type (i.e. urban/suburban, rural, remote/wilderness).
3. Proposers are required to maintain the current zone boundaries and/or deployment strategies that result in consistent excellent response time compliance in hard to serve areas.

B. Compliance Incentives

Financial penalties provide incentive for meeting response time performance. Fines are levied for late responses for both Priority 1 and Priority 2 (Code 3) calls. See Ambulance Performance Standards.

C. Response Time Exceptions/Exemptions

In some cases, late responses can be excused from financial penalties and from response time compliance reports. Exceptions shall be for good cause only, as determined by the County. See Ambulance Performance Standards.

Examples of exceptions/exemptions include, but are not limited to:

1. Response Time Exceptions;

- a. Call was reduced from Priority 1/2 to Priority 3 by on- scene responders or by the dispatcher in accordance with County protocol.
- b. Upgrades and downgrades that are compliant are eligible for exemption.
- c. Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
- d. Additional units responding to the same incident (first unit must meet response time standard).
- e. Multi-Casualty Incident (MCI) or locally declared disaster - The Contractor may apply for an exemption to response-time standards during MCIs or times of declared emergencies.
- f. Certain weather or roadway conditions that prohibit safe ambulance operation to meet response time standard, or the specified call location is inaccessible by conventional ground ambulance, as authorized by the County.

2. Response Time Exemptions;

- a. Periods of unusually high demand
- b. Extended offload times at hospitals

7.4 AMBULANCE DEPLOYMENT SYSTEM STATUS PLAN

A. Requirements

1. Ambulance System Status Plans (SSP) will be approved by the EMS County. The plan will describe:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
 - b. 24-hour and system status management strategies.
 - c. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Proposer must account for 9-1-1, 7-digit, emergency and non-emergency response, ALS and BLS ambulance, non-emergency and Inter-facility transport, Critical Care Transport, and stand-by coverage services. Include a process that identifies how additional ambulance hours will be added by the Proposer if the response time performance standard is not met.
 - d. Include a map identifying proposed ambulance station(s) and/or post locations within the geographic zones within the response time compliance areas as indicated in this RFP.
 - e. Work force necessary to fully staff ambulances identified in the deployment plans.
 - f. Any planned use of on-call crews.
 - g. Ambulance shifts and criteria to be used in determining shift length.
 - h. Any mandatory overtime requirements.
 - i. Record keeping and statistical analyses to be used to identify and correct response time performance problems.
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
 - k. Provide sufficient number of ambulances, within the EOA that are fully stocked to meet 133% of peak system demand. For example; if 25 ambulances are needed to meet peak demand, an additional 8 ambulances are required to be fully equipped and ready for utilization to meet this standard.

2. The initial ambulance deployment plan shall be maintained for at least one year of operations.

B. Standby and special events

If an event sponsor desires a dedicated standby emergency ambulance at an event, the provider may enter into a separate agreement with the sponsor for the provision of standby and payment for such services.

7.5 VEHICLES

A. Ambulances must conform to the following requirements:

1. Industry standard Type I, II or III ambulance.
2. Be identically configured.
3. Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.
4. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association.
5. Meet or exceed the equipment standards of the State of California and County policy.
6. Ambulance shall be limited to a maximum mileage of 250,000. Any ambulances not new at the start of this agreement must include a list of brand name, model, age and maintenance records.

B. Proposer Supervisor Vehicles

1. Provide specifications for any new supervisor vehicles to be purchased for proposers use under this contract.
2. Be able to carry all items contained in the first responder equipment list and approved by the County
3. Supervisory vehicles must not exceed 200,000 miles or 7 years of age.
4. Be identical in make and configuration.
5. Meet Department of Transportation and National Fire Protection Association standards for Code 3 response.

C. Vehicle Maintenance Program

1. Provide a copy of vehicle maintenance program. The vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern emergency service.

2. Submit a copy of vehicle maintenance records for any vehicles that are not new at the start of the agreement. Submit the qualifications of maintenance personnel to be utilized.
3. Describe locations of maintenance services.
4. Describe proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
5. Document your vehicle failure rate including units in route, at scene, or with a patient on board for the past three years.

D. Vehicle Safety Program

1. Proposer must verify that it will have an emergency vehicle operator's course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.
2. Describe any other mechanism you use to promote safe ambulance driving and prevention of crashes/traffic incidents.

E. Equipment and supplies

Each ambulance must carry standardized equipment and supplies that meet federal, State, and local requirements, policies and procedures (Addendum 2, MICU Supply equipment list). Such equipment and supplies will be stored in the same location in all ambulances. Durable equipment does not need to be new at the beginning of the contract but will be required to meet all specifications and periodic maintenance as approved by the County. Describe how equipment is selected for use and the procedures that ensure such equipment is properly maintained and how upgrades to equipment will be handled, and funded, during the duration of the contract.

All expendable supplies including medications and controlled substances must be restocked by the Contractor. All medical equipment shall be in good repair and in safe working order at all times. Each ambulance must be fully stocked and there will be sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excess demand in the system.

1. Provide a detailed list of durable medical equipment, communications equipment and medical supplies that will be carried on ambulances,

including brand name, age (biomedical equipment only), and specifications of such equipment.

2. Provide your supply/equipment inventory tracking and resupply process.

F. Communications Equipment

1. Proposer must agree to contract with the County Approved Dispatch Service (CADS), for dispatch compliance.
2. The Proposer must have Automatic Vehicle Location (AVL), Global Positioning Satellite System (GPS) and Mobile Data Computers (MDC) in place in ambulances and field supervisor vehicles. This equipment must be integrated with CADS.
3. Proposer must equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with CADS, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.
4. Each ambulance must have a mobile radio in the front cab with the capability for hospital communication as well as in the rear patient compartment.
5. Each ambulance must have one portable radio with the capability to communicate with CADS, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.
6. Each ambulance shall have a mobile computer with MDC capability, mapping software, and ability to send electronic patient care records to the receiving hospital and to a centralized server via wireless technology. Each ambulance must be equipped with AVL and GPS, fully interfaced to CADS for unit recommendation and System Status deployment purposes.
7. Identify all communications equipment (type, brand, number) that will be carried on ambulances and supervisors' vehicles including, but not limited to:
 - (a) Radios
 - (b) AVL/GPS/MDCs
 - (c) Telephones
 - (d) Alerting devices

(e) Laptop computers for ePCR

7.6 PERSONNEL

A. Workforce and Diversity

1. The Proposer shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited. Field personnel with bilingual skills reflecting the diversity of languages spoken in Kern County are highly valued. Describe the Proposer's organization's practice ensuring diversity in the workforce and success addressing diversity alignment with its communities served.

B. Ambulance Work Schedules and Conditions

1. At least 51% of the personnel who staff ambulances shall be Proposer's full-time employees. Proposer's work schedules and assignments will provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well rested during work periods.
2. The maximum unit hour utilization for 24-hour ambulance units shall not exceed 0.40 without prior approval by the County.
3. Provide work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
4. Provide methods that will be used to minimize the turnover rate among the Proposer's personnel.
5. Provide how you measure workload and fatigue for ambulance crews.
6. Provide your personnel recruitment and screening processes.
7. Provide your employee retention program.
8. Provide your organization's programs, policies and procedures for occupational health and safety and communicable disease control, including communicable diseases prevention.

9. Provide your pre-employment and on-going physical and mental health ability evaluation processes.
10. Submit completed copies of your compensation package for ambulance paramedics, and EMTs using the forms found in Addendum 3.

C. Comfort Stations

1. The Contractor is required to provide “comfort stations” located at strategic posts that are accessible to on-duty field-based personnel working 24 hour or longer shifts. At a minimum, these facilities shall:
 - a. Be climate controlled (air conditioning and heat);
 - b. Have adequate and comfortable seating to accommodate a complete on-duty crew;
 - c. Have at least one operable toilet, sink, and microwave as well as a desk and a task chair;
 - d. Have data capability to enable patient care charting; and
 - e. Have adequate accommodations to meet the needs of nursing mothers.

D. Compensation/Fringe Benefits

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

E. Treatment of Incumbent Worker

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

F. Ambulance Staffing

1. ALS ambulances must be staffed with at least one paramedic. The second crew member may be another paramedic or an EMT-I.
2. BLS ambulances must be staffed with two EMT-I's.
3. Provide the process for ensuring that ambulance staffing standards are met.

G. Management and Supervision

- a. Proposer must have management and supervisory personnel to manage all aspects of emergency ambulance service including administration, operations, EMS training, clinical quality improvement, record keeping and field supervision. Such supervision shall be provided continuously 24 hours a day.
 - b. Proposer must specifically explain how the Supervisor will monitor, evaluate, and improve clinical care provided by the Proposers personnel and ensure that on-duty employees are operating in a professional and competent manner.
 - c. Identify your key management staff for the Kern County organization. Include completed Investigative Authorization– Individual and Company forms (found in Addendums 4 and 5 of this RFP).
 - d. Provide the qualifications, including resumes and provide job descriptions for all management and supervisory personnel for the emergency ambulance service.
- a. Communicable Diseases, Safety, and Prevention
- a. The Proposer will have a EMS County approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
 - b. Provide your pre-employment and on-going physical ability evaluation processes.
 - c. Provide your organization's communicable disease control and safety policies and procedures.

- d. Identify personal protective equipment provided to ambulance crews.
- b. Employee Safety and Wellness
 - a. The Proposer will have an employee wellness program to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs and health screenings that are designed to help employees eat better, lose weight and improve their overall physical health.
 - b. Proposer shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). The Proposer shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- c. Critical Incident Stress Management and Employee Resilience Program
 - a. Proposer shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
 - b. Provide the Critical Incident Stress Management program and Employee Assistance Program you plan to use in Kern County.

D. Training and Continuing Education

- 1. Proposer must provide a comprehensive training/education program for all paramedic and EMT personnel. Joint training sessions for ambulance and fire service first responders are encouraged. Such a program shall include, but not be limited to:
 - a. Advanced training for EMT-I's staffing ALS ambulances;
 - b. Orientation to the Kern County EMS System;
 - c. Customer service and cultural sensitivity;
 - d. Pre-accreditation field evaluation for paramedics;

- e. Post-accreditation education, supervision, evaluation;
 - f. Continuing education that is linked to quality improvement activities, including skills, procedures, protocols, issues and other programs; and
 - g. Other programs and activities to maintain uniform skill proficiency.
2. Provide your comprehensive training and education program for ambulance personnel.
 3. Provide how you plan your integration of comprehensive training and education with fire service first responders.
 4. Provide the training curriculum for EMT-Is staffing an ALS ambulance.
 5. Provide the orientation and other training and evaluation that is required for new paramedics.
 6. Provide the process for ensuring that ambulance paramedic and EMT personnel meet requirements including annual refresher training for infrequently used skills.
 7. Provide the process for how you will ensure that all paramedics performing services under this contract have sufficient on-going clinical practice to maintain skills and knowledge.
 8. Provide the process to ensure timely, accurate, and accountable communications with EMS personnel regarding changes in EMS system policies, procedures, protocols, or precautions.
 9. Provide the qualifications for your lead staff for ambulance personnel for clinical education and clinical quality improvement and provide job description(s).
 10. Provide the database system you will use for maintaining paramedic and ambulance EMT records including employment, certification/licensure, paramedic accreditation, required training programs, and on-going training.

E. Paramedics must maintain current valid certifications for:

- a. Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider;
- b. Prehospital Trauma Life Support or Basic Trauma Life Support;

- c. Advanced Cardiac Life Support; and
- d. Cardiopulmonary Resuscitation.

F. Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training

- a. Proposer shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local doctrine. Current training standards include;
- b. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800 and SEMS
- c. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS
- d. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS

G. Continuing Education Provider (C.E. Provider)

Proposer must be able to meet the requirements of the County and become an approved Continuing Education Provider. Staff responsible for clinical education and clinical quality improvement must be able to meet the qualifications for EMS CE clinical direction in accordance with California Code of Regulations, Title 22, Division 9, Chapter 11, and Program policy.

H. Communications to Personnel

Proposer must timely and accurately communicate with all personnel providing services under the contract to include any changes in County policies, procedures, protocols, memorandums or precautions.

I. Training Records

Proposer must maintain a single electronic database for all clinical personnel. The County shall have electronic access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:

- a. Employment status (e.g., currently employed by, previously employed by);
- b. Certification/licensure;
- c. Paramedic accreditation;
- d. Required training programs within this contract (e.g., ACLS, PALS, PHTLS, driver training); and
- e. Any on-going training required by County.

7.7 HOSPITAL AND COMMUNITY REQUIREMENTS

A. Hospitals

1. There will be an electronic transmission of 12-lead EKG for suspected ST elevation myocardial infarction (STEMI) to the hospital prior to patient arrival and this 12-lead EKG will be included in the electronic copy of the medical record. Describe how you will make 12-lead EKG for suspected STEMI patients available to the hospital prior to patient arrival.
2. There will be early notification of incoming patients by the ambulance crew with all pertinent information presented in a concise and standardized format.
3. The ePCR will be available to hospital personnel according to County policy.
4. The proposer will sponsor, at least annually, educational events which include the entire EMS multidisciplinary team including emergency department physicians, nurses, dispatchers, fire service and ambulance paramedics and EMTs.
5. Describe the EMS team events that you will propose.
6. The proposer will be able to have, and will describe what they propose for a user-friendly and effective system for hospitals to communicate with:
 - a. Ambulance management and quality improvement staff.
 - b. Ambulance paramedics and EMTs.

B. Community Education/Prevention

1. It is anticipated that the proposer will annually plan and implement definitive community education programs, which shall include:

identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, Stop the Bleed, participation in EMS week and other educational activities involving prevention, system awareness, system access, and appropriate utilization of the EMS system.

2. Provide your proposed community education and illness/injury program for Kern County. Include timeline and measures.
3. Proposer will report on these activities to the County on a periodic basis.

C. Community Education and Illness/Injury Program

1. Define your organizational values, policies, and structures that will enable your staff to work effectively cross-culturally in Kern County.
2. Describe any provisions you will make to address linguistic access for non-English speakers.

7.8 DISASTER PREPAREDNESS

A. Multi-Hazard Disaster and Multi-Casualty Plans

1. Proposer will have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment and EMS surge supplies needed for at least 72 hours.
2. Proposer must agree to house, maintain, manage, and staff the Emergency Medical Services Authority (EMSA) state issued Disaster Medical Support Unit (DMSU) when directed by County. This includes deploying the DMSU when requested by the EMS Program Manager, or the MHOAC, via the MHOAC/RDMHS mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to a disaster site or designated location. This vehicle may be used to carry personnel and equipment to a disaster site.
3. Proposer will ensure field staff responding to a MCI, disaster or other large scale emergency are fully trained in the ReddiNet system.
4. Proposer will participate with the County and EMS in disaster planning. This includes: identifying local staff having responsibility for multi-casualty and disaster planning and providing field personnel and transport

resources for participation in any EMS approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

5. Proposer will assure that field and supervisory staff are familiar with, and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties as necessary.

B. Mutual Assistance

1. To the extent units are available and consistent with its primary responsibility to provide ambulance and emergency medical services, with County and/or MHOAC approval, Proposer will render “automatic aid” and “mutual assistance” to adjacent jurisdictions. Proposer will provide their process to render and receive “automatic aid” and “mutual assistance” to those providers of emergency medical services operating within adjacent areas in and out of Kern County.
2. Identify staff that will have primary responsibility for disaster preparedness, provide the job description, and any required specialized training.
3. Provide an example of how your organization has participated in disaster exercises or in actual disasters. Include how the event was evaluated and corrective actions taken to improve future response.
4. Proposer will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST Unit leaders have been appropriately trained and approved by the County.

7.9 QUALITY/PERFORMANCE

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

A. Quality Improvement Program

1. The quality improvement (QI) program must meet the requirements of California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement) and County policies and related guidelines. The program must 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.

2. The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

B. Ongoing QI requirements

1. Review and submit the QI program annually for appropriateness to the provider's operation and revise as needed;
2. Participate in the County's Quality Improvement program that may include making available relevant records for program monitoring and evaluation and attendance at the County QI meetings;
3. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the County medical director or his/her designee;
4. Submit a monthly report to the County to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, paramedic skill retention and safety;
5. Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

C. Inquiries, Complaints, and Incident Report

1. Proposer will develop a mechanism for internal and external customers to comment on the care provided by Proposer and will provide access to comments to the County.
2. Proposer will provide prompt response and follow-up to inquiries and complaints at a maximum of three business days, and report findings to the County.

3. Proposer will have an accountability system to account for patient belongings.
4. Proposer will cooperate with the County and/or the California EMS Authority in the investigation of an incident or unusual occurrence.
5. Proposer will complete an incident or unusual occurrence report within 24 hours for personnel involved in an unusual occurrence. Proposer will immediately notify the County of potential violations of the California Health and Safety Code, California Code of Regulations, or Kern County EMS policy and protocols.

D. Electronic Patient Care Records (ePCR)

1. Proposer will be required to provide electronic patient care record (ePCR) data, in a form and timeframe prescribed by the County, pursuant to California Health and Safety Code section 1797.227 and approved by the County, for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transport. The ePCR shall be accurately completed to include all information required by the County and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.
2. The ePCR system must have the capability of mobile data entry in Proposer's ambulances, first response vehicles and at the patient's bedside. The ePCR system shall comply with the current version of NEMSIS and CEMSIS. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR System shall also comply with the current mapping standards and data dictionary, as promulgated by the California EMS Authority and the County. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities, such as the State EMS Authority and hospitals in an HL7 format.
3. The ePCR system must have the capability to link with CADS to import all data for all calls.
4. The County approved ePCR must be completed for all patients in a timely manner according to County policy. Proposer must provide access to patient care records at the receiving facilities in computer readable format and suitable for statistical analysis for all 911 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and

non-transport. Proposer will provide electronic ePCR data to the County, and EMS Authority, in a form prescribed by the County, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by the County.

5. The County approved ePCR, shall be entered at the receiving hospital before returning to service, on Critical Patients. A Critical Patient is defined for this purpose as a patient needing one or more of the time-dependent interventions; CPAP, Dopamine, Intubation, Epi (1:1000 & 1:10,000), King LTD, Intraosseous, Needle Decompression, Pacing, Albuterol, ROSC, Assisted Ventilation, Sodium Bicarb, Atropine, STEMI Alert, BVM, Stroke Alert, Calcium Chloride, Trauma Activation, CPR (Manual or Mechanical), Versed, and Defibrillation.
6. In addition to the Critical Patients listed above, an ePCR is essential for patients who meet the following criteria:
 - a. STEMI patient transported to any facility, including a Cardiac Receiving Center
 - b. Stroke patient transported to any facility, including a Stroke Center
 - c. Any Priority 1 patient, or equivalent
 - d. Any patient who is unable, for any reason, to provide a history
 - e. All patients aged 10 or less
7. Proposer's ePCR must provide other data points that may be reasonably requested, including but not limited to:
 - a. Any needed modifications to support EMS system data collection
 - b. State approved and County mandated selection lists,(i.e. Primary Impression)
 - c. Map Key and Section
 - d. Dispatch Priority
 - e. Zone
 - f. EOA
 - g. EMD

8. As health information systems evolve, the Proposer will agree to work with the County and local hospitals to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. If the proposer has experience with HIE, proposals shall include the method and capacity for establishing a HIE.
9. Identify the individuals who will be responsible for developing and implementing the electronic patient care record and record warehouse and provide a description of their qualifications.
10. Provide a description of the structure of the electronic patient care record and the electronic record warehouse including the software, hardware, and general structure.
11. Provide a description of computers (or equivalent), including its wireless communication capabilities, that will be provided to each ambulance and to each first response vehicle.
12. Identify the unique patient identifier that will be used to link CADS data, ambulance data, first responder data, and hospital data.
13. Provide a description of the data transfer protocols.
14. Provide a description of how the patient care records will be made available to the receiving hospital at the time the patient care is transferred to the hospital.

7.10 DISPATCH AND RADIO COMMUNICATION

A. Current System

1. The present dispatch system, in which a single entity, approved by the County, dispatches all emergency ground ambulances, will be continued by virtue of a separate Service Agreement. Proposer will be expected to pay a fee for dispatch services under this system which will include a per call rate, with annual increases based on CPI.
2. Proposer will be required to enter into a written agreement with the CADS.

B. Medical Dispatch Services:

1. Standards

CADS will maintain National Academy of Emergency Medical Dispatch accreditation.

2. CADS Requirements

Emergency medical dispatch (EMD) protocol reference system approved by the County. The system will include:

- a. Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points;
- b. Receive and process calls from 7digit numbers from each EOA within the County.
- c. Standardized caller interrogation questions;
- d. Standardized dispatch life support instructions;
- e. Standardized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response;
- f. Dispatch fire first responders;
- g. Give post-dispatch and pre-arrival instructions to callers

3. Proposer Requirements:

- a. Have AVL/ GPS and MDCs in ambulances and supervisor's vehicles;
- b. Be responsible for the ambulance deployment plan, or provide updates to selected third-party deployment software;
- c. Participate in Emergency Medical Dispatch (EMD) QI Committee established by the County;
- d. Ensure that supervisors and ambulance crews are appropriately knowledgeable of the ambulance deployment plan and dispatch procedure.
- e. Provide in detail your organization's needs from CADS to be able to deploy your ambulances in the most optimal and efficient manner, including:

1. Making changes to the ambulance deployment plan, or the third-party software and the turnaround time for such changes.
2. Ambulance performance data and reports including timelines associated with these reports.
3. Ongoing reports and any timelines associated with these reports
4. Dispatching processes.
5. Dispatching performance standards and measurements.
6. Physical access to the CADS dispatch center.

4. CADS Operations:

- a. Adhere to the ambulance provider's deployment plan;
- b. Relay pertinent information to responding first responder and ambulance personnel;
- c. Monitor and track responding resources;
- d. Coordinate with public safety and EMS providers as needed;
- e. Provide access to required data to provider and the County;
- f. Develop dispatch procedures cooperatively with the County and the Provider including dispatch performance standards and compliance;
- g. Make timely operational changes when provider requests modified dispatch procedures for ambulance deployment. Changes requiring Vendor support may come at an additional negotiation and cost;
- h. Provide timely reports that are designed jointly by CADS, the County and provider.

5. Dispatcher training

- a. Each CADS emergency medical dispatcher shall have completed an initial training program meeting the requirements of the California EMS Authority's Emergency Medical Services Dispatch Program Guidelines (EMSA #132, March 2003).

- b. Each CADS emergency medical dispatcher shall receive a minimum of 24 hours of continuing dispatch education (CDE) every two years, as described by the California EMS Authority's Emergency Medical Services Dispatch Program Guidelines.

6. Dispatch System

- a. Proposer acknowledges that it will incur costs associated with integrating Proposer's vehicles with AVL/GPS and MDC's to interface with incoming CADS system.
- b. Proposer will acknowledge that it will incur costs associated with equipment and licensing costs for Mobile Data Computers or other devices connected to the CADS system.

7. Data and Reporting

- a. CADS will provide Proposer with "live" access to CAD and audio recorder systems and will provide proposer with access to various reports agreed upon by CADS, Proposer, and the County.
- b. CADS will provide access to electronic reports containing information agreed to by CADS, the County and Proposer in accordance with agreed upon timelines.

8. Radio System

Proposer will be responsible for the purchase and installation of portable/mobile radios; Radios must be compatible with County radio system, and subject to pre-approval by the County radio services.

7.11 FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A. Patient Fees

- 1. Proposers are to submit a realistic proposal for ambulance rates in the EOA bid. The patient rates must be fixed for at least one year from the beginning of the contract.
- 2. Submit the completed forms for "Proposed Ambulance Rates" including the two patient scenarios in Addendum 6.

B. Budgets

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

2. Provide a statement of the method of financing, attach any endorsement documents necessary, of all start-up and operational costs including, but not limited to, the initial ambulance fleet and equipment and facility leases required to begin operations.
3. Provide a statement of the amount of funding that will be dedicated to "Reserve for Contingencies".
4. Proposer shall submit a financial statement of all financial, and/or in-kind corporate / parental entity support to show all sources of funding that will support the provision of 911 Ambulance Services within Kern County.
5. If the Proposer's corporate / parental structure is larger than only the provision of 911 Ambulance service for Kern County, this statement shall include disclosing the full cost allocation of all shared overhead services charged to the Kern County 911 Ambulance Service (including rationale). Typical overhead services include but are not limited to: risk management, insurance, purchasing, maintenance, legal and human resource, or other functions if those functions are not solely dedicated to 911 Ambulance Services in Kern County.
6. Proposer will disclose, if applicable, the interest or use rate at which the parent / corporate entity loans money or services to the subsidiary corporation providing 911 Ambulance Services to Kern County.
7. Using the forms provided in Addendum 7, provide the above information for each year of the first five years of operation. Additionally, provide complete information on projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover expected costs of operations, document your projected source of revenue to offset such loss and provide a projected timeframe to recoup losses. "Full Cost" means all costs attributable to the provision of service.

C. Billing and Collection System

1. Proposer will be responsible for appropriate billing and collection practices and must have a written Compassionate Care Policy. Proposer's collection practices shall be in accordance with all State collection laws and regulations. Proposer's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries.

2. The Proposer will have staff available at proposer's local headquarters to provide an initial response to questions regarding patient bills. Proposer will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.
3. Proposer will have a billing and collections system that is well-documented, easy to audit, customer friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.
4. Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or paper.
5. If a patient is initially billed directly, Proposer's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
6. If a patient has no third-party coverage, Proposer will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

D. Financial Hardship Policy:

1. Proposer shall have a written Financial Hardship/Compassionate Care Policy which shall apply to patients who do not have medical insurance and who have limited financial capacity.
2. Proposer shall extend discounts to patients based upon such policy and such discounts will consider federal poverty level standards, ineligibility for Medi-Cal/Medicaid or other third party coverage, as well as any extenuating circumstances.
3. Proposer will submit an annual customer satisfaction survey approved by the County.
4. Provide a description of your billing and collection system.
5. Provide copy of your financial hardship policy.
6. Provide a copy of a billing late notice.

7. Provide a description of how your organization evaluates and improves the billing and collection system.
8. Give at least one example of system improvement in the past year.

E. Annual Financial Audit

1. Proposer shall make available a Year-end Financial Report to the EMS Program Manager for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures.

Statements shall be available to the EMS Program Manager on an annual basis within ninety (90) calendar days of the close of Proposer's fiscal year. If Proposer's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Kern County operation shall be required and shall be subject to the independent auditor's review. Proposer shall make all financial records for Kern County contract services available to the EMS Program Manager to audit as requested.

2. Provide a statement agreeing to provide the County an annual audited financial statement according to Generally Accepted Accounting Principles (GAAP).

F. Payments to County

Proposer will pay the County mandated annual fee per EOA along with any fines generated from failure to comply with Priority 1 or Priority 2 response times or any other compliance failure as provided for by the Kern County Ambulance Ordinance and stated in the Ambulance Performance Standards.

SECTION VIII - Addendums

Addendum 1 – Kern County EOA Agreement Language

Addendum 2 – Mobile Intensive Care Unit (MICU) Policies and Procedures/ Ambulance Equipment List

Addendum 3 – Proposed Ambulance Employee Compensation and Benefits

Addendum 4 – Investigative Authorization – Individual

Addendum 5 – Investigative Authorization – Company

Addendum 6 – Proposed Ambulance Rates

Addendum 7 – Proposed Operating and Start-Up Budget

Addendum 8 – Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973

ADDENDUM 1 - Kern County EOA Agreement Language

Kern County

Agt. # _____

AGREEMENT FOR THE PROVISION OF GROUND AMBULANCE SERVICE (County of Kern - _____ Ambulance Service)

This AGREEMENT FOR AMBULANCE SERVICE PERFORMANCE (hereinafter "AGREEMENT"), is made and entered into this _____ day of _____, 20____, by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "COUNTY"), and _____ AMBULANCE SERVICE, a California corporation (hereinafter "PROVIDER"), whose principal place of business is located at _____, _____, California.

1. RECITAL

- 1.1. Whereas, the Legislature of the State of California, through Division 2.5, Chapter 4, beginning at Section 1797 of the Health and Safety Code, also known as the "EMERGENCY MEDICAL SERVICES ACT" (hereinafter "EMS ACT"), delegates certain authority for the establishment, development, and regulation of emergency medical services, including ambulance services to counties.
- 1.2. Whereas, the Kern County Board of Supervisors created the Kern County Emergency Medical Services Division to operate in the

capacity of the Local Emergency Medical Services Agency (LEMSA) for COUNTY in accordance with the provisions of the California Health and Safety Code.

- 1.3. Whereas, COUNTY through Kern County Ordinance Code Chapter 8.12., originally enacted November 13, 1990, and as amended thereafter (hereinafter "AMBULANCE ORDINANCE") has exercised its authority to regulate emergency medical services, including ambulance services provided within the county and incorporated cities located within the county, and the rates that may be charged for those services.
- 1.4. Whereas, the Kern County Board of Supervisors has authorized the Kern County Emergency Medical Services Division to establish Exclusive Operating Areas (EOA's) and to contract with qualified providers of ambulance services to provide exclusive ambulance services within each EOA, in accordance with Section 8.12.040 of the AMBULANCE ORDINANCE.
- 1.5. Whereas, the assignment of exclusive operating areas may be accomplished through the exercise of "grandfather" provisions or by means of a competitive process as defined in the EMS ACT and as specified in Health & Safety Code Section 1797.224.
- 1.6. Whereas, the Kern County Board of Supervisors undertook a competitive process to find a qualified and appropriate ambulance provider to serve Operational Area "___". On _____, 20___, the Board of Supervisors found that _____ Ambulance Service was the successful competitor, and the Board granted an exclusive ambulance service permit to _____ Ambulance Service to serve Operational Area "___".
- 1.7. Whereas, _____ Ambulance Service is currently contracted and licensed to provide emergency and non-emergency ambulance services within Kern County Ambulance Service Operational Area "___" (hereinafter "AREA") of Kern County, which is depicted in Attachment ___, EOA Map, attached hereto and made a part hereof.
- 1.8. Whereas, COUNTY has determined that PROVIDER continues to meet the requirements for serving the assigned AREA. Service performance will be measured on an ongoing basis in accordance

with the AMBULANCE ORDINANCE and applicable implementing regulations. A competitive process will be held in the future at minimum intervals of 5 years accordance with the Kern County Emergency Medical Services Plan, to select a qualified and appropriate ambulance provider to serve the AREA.

IT IS AGREED between the parties hereto as follows:

2. TERM AND TERMINATION

- 2.1. The term of this AGREEMENT commences on _____, 20__, and expires _____, 20__, at 12:00 midnight, subject to the automatic renewal provision of Section 4.2.1, and unless terminated, modified, or renewed by COUNTY, in accordance with the provisions of this AGREEMENT.
- 2.2. COUNTY may terminate this AGREEMENT prior to the expiration of the original term, or any renewal, for cause under the circumstances and in accordance with the procedures listed below in Section 3 - BREACH.
- 2.3. This AGREEMENT may be terminated by COUNTY prior to the expiration of the original term, or any renewal, without cause, under the following circumstances:
 - 2.3.1. Award of the EOA to another provider under the terms of an exclusive operating area agreement as the result of a competitive process, provided that COUNTY will give at least twelve months notice to PROVIDER to allow for transition of the AREA to another provider.
 - 2.3.2. If compelled to do so by a Court of competent jurisdiction, this AGREEMENT may be cancelled upon 180 days notice.
 - 2.3.3. Rejection of the COUNTY's local Emergency Medical Services (EMS) Plan by the California Emergency Medical Services Agency (EMSA), in accordance with Health and Safety Code § 1797.224, due to alleged deficiencies in the PROVIDER selection process. This provision is specific to the EOA referenced in Sections 1.7 and 1.8 of this AGREEMENT. COUNTY may delay termination of this AGREEMENT, at the COUNTY's sole discretion, to await the results of any pending appeals, litigation, or other such actions that may affect EMSA's decision regarding the EMS Plan approval.

3. BREACH

- 3.1. Definitions Of Breach - Conditions and circumstances that shall constitute a breach of contract by the PROVIDER shall include but not be limited to the following:
 - 3.1.1. Failure by PROVIDER to meet the performance requirements of the AMBULANCE ORDINANCE, or the approved regulations, policies, procedures, standards, and protocols issued by COUNTY that are effective during the term of this AGREEMENT.
 - 3.1.2. Repeated failure of PROVIDER to operate its ambulance service in a manner that enables the COUNTY and/or PROVIDER to remain in compliance with applicable federal, state and local laws, rules and regulations.
 - 3.1.3. Failure of PROVIDER to hold and maintain appropriate licenses or permits required for providing emergency ambulance service.
 - 3.1.4. Failure of PROVIDER to meet the zone response time standards specified in the performance standards for three consecutive months in the same zone, or four months in any consecutive 12-month period in the same zone.
 - 3.1.5. Failure to provide data, repeated or willful submission of incorrect data, or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data or altering response code designations to enhance PROVIDER's apparent performance, or falsification of any other data required under this AGREEMENT.
 - 3.1.6. Excessive and unauthorized scaling down of operations to the detriment of performance, including but not limited to performance during a "lame duck" period.
 - 3.1.7. Repeated failure of PROVIDER or PROVIDER's employees to conduct themselves in a professional and courteous manner, or provide: an adequate level of customer service. Failure in this context will be determined, as described in the performance standards.

- 3.1.8. Willful or repeated instances of PROVIDER charging rates in excess of the ambulance rates approved by COUNTY or charging for rate categories that are not approved by COUNTY.
- 3.1.9. Failure of PROVIDER to cooperate with and assist the COUNTY after a breach has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond PROVIDER's reasonable control.
- 3.1.10. Acceptance by PROVIDER or any of PROVIDER's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of PROVIDER or PROVIDER's employees could be reasonably construed to be a violation of federal, state or local law.
- 3.1.11. Payment by PROVIDER or any of PROVIDER' s employees of any bribe, kick- back or consideration of any kind to any federal, state or local public official in exchange for any consideration whatsoever, when such consideration could be reasonably construed to be a violation of any federal, state or local law.
- 3.1.12. Failure to meet medical standards required of the AMBULANCE ORDINANCE, or the approved regulations, policies, procedures, standards, and protocols issued by COUNTY that are effective during the term of this AGREEMENT.
- 3.1.13. Failure of PROVIDER to maintain insurance in accordance with this AGREEMENT or failure of PROVIDER to maintain insurance that results in expense to COUNTY.
- 3.1.14. Failure to submit required financial statements within the specified time frame under the terms and conditions of this AGREEMENT or as directed upon reasonable notice by the COUNTY.
- 3.1.15. Any other failure of performance, medical or other standards as required in this AGREEMENT and which is determined in the reasonable discretion of the COUNTY to constitute a breach and endanger public health and safety or restrict the furtherance of the goals of the EMS ACT.

- 3.1.16. Failure of PROVIDER to pay County fees as required by AMBULANCE ORDINANCE, Section 8.12.090.
- 3.1.17. PROVIDER loss of Medicare or Medi-Cal provider status as a result of fraudulent claims. The determination of fraud would be made at the conclusion of a COUNTY or other governmental agency investigation, after due process, where it was determined through either neglect or willful negligence, the PROVIDER attempted to defraud the patient or payor.
- 3.1.18. Bankruptcy of PROVIDER, or its Parent Corporation or owner, such that COUNTY determines that a risk to the continuity or quality of care is likely to occur.
- 3.1.19. Failure of PROVIDER to cooperate in the transition of service provision to another provider that has been awarded an exclusive operating area through a competitive process. COUNTY shall ensure the new provider's implementation plan includes provisions to minimize disruption of PROVIDER's day-to-day operations by coordinating training, orientation, and hiring processes.
- 3.2. Provisions for Curing Breach. In the event of apparent breach, the COUNTY will give the PROVIDER written notice, return receipt requested, setting forth with reasonable specificity the nature of the apparent breach. Within ten (10) calendar days of receipt of such notice, the PROVIDER must deliver to the COUNTY, in writing, a plan to cure such apparent breach, or a statement of reasons why it disagrees with the COUNTY's notice. The PROVIDER's plan must be updated, in writing, every seven (7) calendar days until the breach is cured. The PROVIDER shall cure such breach within thirty (30) calendar days of receipt of notice of breach. If the PROVIDER fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the COUNTY), or the PROVIDER fails to timely deliver the cure plan, or updates to the COUNTY, the COUNTY may immediately terminate the AGREEMENT in accordance with the terms of this AGREEMENT. The PROVIDER shall cooperate completely and immediately with the COUNTY to affect a prompt and orderly transfer of all responsibilities to the COUNTY.
- 3.3. Provisions for Emergency Takeover or "Step In Rights". In the event the Director of the Emergency Medical Services Department determines that

a breach has occurred, and PROVIDER has failed to cure said breach in accordance with Section 3.2 and the nature of the breach in the Director's opinion poses an immediate endangerment of public health and safety, the matter shall be presented to the Kern County Board of Supervisors for review. If, after consideration the Board of Supervisors determines that a breach has occurred, and PROVIDER has failed to cure said breach in accordance with Section 3.2, and that the public health and safety would be endangered by allowing PROVIDER to continue its operations, PROVIDER shall cooperate completely and immediately with the COUNTY to effect an immediate "Step In" or takeover, either directly or through the use of another provider, by the COUNTY of PROVIDER's operations.

- 3.3.1. Such takeover shall be affected within not more than seventy-two (72) hours after such findings by the Board of Supervisors, as described in Section 3.3. The PROVIDER shall not be prohibited from disputing any such findings through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the COUNTY. Neither shall such dispute by the PROVIDER delay the COUNTY's immediate access to factors of service production. The County shall in its own discretion, determine which, if any, factors of production it requires PROVIDER to release for COUNTY's use.
- 3.3.2. Any factors of production, belonging to or leased by PROVIDER, which COUNTY elects to use during and subsequent to any takeover of services shall be made available for use by the COUNTY or its contractors for a period of sixty (60) days without compensation to PROVIDER. At the conclusion of the initial sixty (60) day period of use, COUNTY may either return the equipment and other factors of production to PROVIDER in the same condition that they were surrendered, normal wear and tear excepted, or purchase the equipment and factors of production at fair market value, or lease the equipment and factors of production at a fair market rate.
- 3.3.3. Fair market value and fair market rate as used in Section 3.3.2 will be calculated by establishing a straight line depreciation schedule with zero residual or salvage value, for the equipment. The depreciation schedule will use the acquisition cost of the equipment and calculate monthly depreciation based on the

useful life of each item. Vehicles will be depreciated using a 60-month schedule from the first day placed in service by PROVIDER anywhere.

- 3.4. These provisions of Section 3.3 are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the findings described in Section 3.3, shall not under any circumstances delay the process of the emergency takeover or the COUNTY's access to factors of service production as needed by the COUNTY for the takeover of PROVIDER's operations.
- 3.5. PROVIDER's cooperation with and full support for such emergency takeover shall not be construed as acceptance by the PROVIDER of the findings described in Section 3.3, and shall not in any way jeopardize PROVIDER's right to recovery should a court later find that the findings described in Section 3.3 were in error. However, failure by PROVIDER to cooperate fully with COUNTY to effect a safe and smooth takeover of operations shall itself constitute a breach of this AGREEMENT, even if it was later determined that the original declaration of breach by the COUNTY was made in error.
- 3.6. Remedies. Nothing in this section shall operate to limit the COUNTY'S remedies under law, including those rights and remedies contained elsewhere in this AGREEMENT.
- 3.7. Performance Guaranty and Service Delivery. PROVIDER expressly agrees that, in the event of breach by the PROVIDER, PROVIDER shall work with the COUNTY to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying the breach. PROVIDER agrees that it has an obligation to assist COUNTY in every effort to ensure uninterrupted and continuous service delivery in the event of breach, even if PROVIDER disagrees with the determination of breach. Further the PROVIDER agrees that if notified by the COUNTY of a determination of breach and intent to execute an immediate takeover of the system that the PROVIDER shall cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

4. RENEWAL

- 4.1. COUNTY and PROVIDER may renew or extend this AGREEMENT by mutual consent and agreement in writing at any time.

- 4.2. Prior to July 1 of each year COUNTY will review PROVIDER's performance under this AGREEMENT to determine if PROVIDER has fulfilled the ambulance service performance standards and annual achievement benchmarks of the AGREEMENT, AMBULANCE ORDINANCE and COUNTY policies and procedures. COUNTY will notify PROVIDER of its determination.
5. AGREEMENT TO SERVE EOA "11"
 - 5.1. COUNTY and PROVIDER agree that, the term of this AGREEMENT shall be 5 years, unless terminated according to the provisions of this AGREEMENT, PROVIDER will continue to serve EOA "11" as the exclusive provider of all ground ambulance service and Basic and Advanced Life Support standby services, as defined in the AMBULANCE ORDINANCE. PROVIDER agrees to provide emergency and medically necessary and justified non-emergency ground ambulance service and ALS and BLS standby services within the entire EOA. PROVIDER may provide ground ambulance services outside of the County, and other types of services within the County, including mutual aid ambulance services according to COUNTY rules and regulations, so long as such services do not interfere with the provision of ambulance and standby services within EOA "11."
 - 5.2. COUNTY agrees not to license, permit, grant permission to or allow any entity, public or private to provide emergency or non-emergency ground ambulance or ALS or BLS standby services within the EOA area as described herein, except in the following unusual circumstances:
 - 5.2.1. Compliance with mutual aid, as described in the performance standards.
 - 5.2.2. Within Operational Area 11, an industrial mining and ore-processing complex operated by US Borax, et al described as (those areas of Sections 9 through 16, and Sections 21 through 28, Key Map 190, within the US Borax ore-processing complex) is authorized to continue operation of one industrial ambulance for on-site emergencies. Said ambulance will only be used within the confines of US Borax facility, unless requested by COUNTY for mutual aid outside of the industrial area boundary.
 - 5.2.3. Specialty care transports to a specialty receiving hospital outside Kern County, as defined by the AMBULANCE ORDINANCE.

5.2.4. PROVIDER agrees to adhere to the Kern County Emergency Medical Dispatch Policies and Procedures for all pre-hospital ambulance requests for service.

6. PERFORMANCE

6.1. PROVIDER agrees to abide by COUNTY approved regulations, policies, procedures, standards, and protocols that are effective during the term of this AGREEMENT.

6.1.1. Response Time Performance during Transitional Period. For purposes of determining breach in accordance with Section 3.1.4 of this AGREEMENT prior to July 1, 2007, the required response time standards, designation, and performance requirements shall be the same as those in effect at the time this AGREEMENT is executed, including public agency and 9-1-1 calls designated Code 3, or "hot", or Priority 1, or Priority 2. PROVIDER shall begin collecting and reporting response times for all responses and all calls for each time zone upon execution of this AGREEMENT, to facilitate time zone planning and analysis.

6.2. PROVIDER agrees to participate in mutual aid and automatic aid with other providers within the COUNTY, according to rules and regulations established by the COUNTY with the goal of improving and maintaining the reliability and efficiency of ambulance and pre-hospital services within and throughout the COUNTY.

7. FEES TO REIMBURSE REGULATORY EXPENSES

7.1. PROVIDER agrees to reimburse COUNTY for a portion of the costs associated with administration and regulatory oversight of PROVIDER's services under this AGREEMENT. The payment schedule and rate shall be in accordance with Kern County Ordinance Code Chapter 8.13, Section 8.13.111, as may be amended from time to time by COUNTY.

8. REPORTING

8.1. PROVIDER agrees to provide reports required by COUNTY in a timely manner, as specified in the AMBULANCE ORDINANCE, performance standards, regulations, policies, procedures, and protocols issued by COUNTY that are effective during the term of this AGREEMENT.

9. CONSIDERATION-REIMBURSEMENT

- 9.1. As consideration for ambulance services rendered under the terms of this AGREEMENT, PROVIDER may bill patients, insurers and other responsible parties for services actually rendered at the rates approved by COUNTY. COUNTY does not guarantee the collection of any fees for service.
- 9.2. PROVIDER agrees to conform to the terms and conditions set forth in the approved Ambulance Rates Process. During the term of this AGREEMENT, should PROVIDER believe that circumstances outside of the reasonable control of the PROVIDER exist that warrant an increase in the approved ambulance rates, PROVIDER may apply to COUNTY for such an increase in accordance with the County Ambulance Rates Process. After consideration of the information provided, COUNTY may approve, modify or reject the rate increase.
- 9.3. If COUNTY and PROVIDER substantially modify the performance requirements of this AGREEMENT, or determine that industry conditions have changed beyond the PROVIDER's reasonable ability to control operational or financial factors affecting this AGREEMENT, either party may request a review of the financial impact of the modifications, using the methodology of the COUNTY Ambulance Rates Process.
- 9.4. For all responses and/or transports that require ALS level staffing or care PROVIDER may bill for ALS services at the fee schedule approved by the COUNTY and in effect at the date and time of service. Provided however, that it is the PROVIDER's responsibility to remain in compliance with Medicare, Medi-Cal and other state and federally mandated rules and regulations.
- 9.5. PROVIDER shall not bill patients or third party payors at a rate less than the fee schedule established by the COUNTY unless PROVIDER can demonstrate that there is a cost benefit (e.g.: discount for prompt payment, or claims simplification) in doing so. This requirement shall not apply to government or third party payors who by Federal or State law are not obligated or required to make reimbursement at usual and customary rate(s).
- 9.6. In any case where COUNTY policy or protocol dictates alternative means of transportation such as by air ambulance from the scene of a medical emergency or rendezvous point, PROVIDER may bill patient for services and supplies provided and mileage from the scene of the incident to the rendezvous point.

10. INDIGENT SERVICES

- 10.1. COUNTY desires to obtain prompt, efficient, and competent prehospital emergency medical transportation services for indigents of Kern County in need of such services, in fulfillment of COUNTY's obligations pursuant to Welfare and Institutions Code §17000. PROVIDER shall respond within the required time to prehospital emergency calls from an authorized agency to transport sick or injured persons from and to specified locations.
- 10.2. The PROVIDER agrees to provide medical transportation services to indigents during the term of this AGREEMENT including any renewals and extensions, thereby fulfilling the COUNTY's responsibility to provide medical transportation services as required by Welfare and Institutions Code §17000. For the purposes of this AGREEMENT, medical transportation services shall mean pre-hospital response and transport of one or more persons by means of an ambulance from the place of pick-up of the patient(s) to the place of delivery of the patient(s), and any services associated with the transportation including, without limitation, patient treatment.
- 10.3. PROVIDER may bill, for full allowable charges, for service for all private parties, non- County public safety agencies, and/or responsible third parties, as a way to collect for services provided by PROVIDER.
- 10.4. COUNTY shall pay PROVIDER an amount equal to approximately four percent (4%) of the amount appropriated by the Board of Supervisors in the Ambulance Payments Budget Unit (BU-4203) Ground Ambulance Service Account for the then current Fiscal Year.
 - 10.4.1. Payment will be made on a quarterly basis, after services are provided, beginning on or about October 1 of the current fiscal year. COUNTY shall send completed claim for payment forms to PROVIDER for signature on a quarterly basis, and the fourth quarter claim for payment form shall be mailed no later than May 1 of the current fiscal year. All claims for payment forms must be signed and received by COUNTY on or before June 1 of the current fiscal year to be eligible for payment under this Agreement.
 - 10.4.2. This payment may be terminated by COUNTY in any case of non-appropriation of necessary funding to BU-4203 as part of the COUNTY budget approval process.

- 10.4.3. Payment is established in full to PROVIDER for all activity covered by Sections 10.1 and 10.2 of this AGREEMENT, and fulfills the COUNTY's responsibility to provide for prehospital indigent care/transport as required by Welfare and Institutions Code §17000.
- 10.5. PROVIDER may enter into separate agreements for reimbursement for the care and transportation of patients under the control of the Sheriff s Department, Kern Medical Center patients, or patients of other COUNTY departments. Payments specified in Section 10.4 compensate PROVIDER for only those services specified in Sections 10.1 and 10.2. Section 10.4 is not intended to compensate PROVIDER for all possible services provided to the COUNTY.
- 11. INSURANCE
 - 11.1. PROVIDER agrees to provide and maintain insurance coverage in the amounts and under the conditions, including required additional co-insured and notices contained in Attachment 1, Insurance Requirements, which is attached hereto and made a part hereof.
- 12. COMPLIANCE WITH LAWS, REGULATIONS, AND ORDINANCES
 - 12.1. PROVIDER shall at all times comply with all applicable Federal, State, COUNTY, and local laws, regulations, policies, procedures, protocols, standards, and ordinances, and assure that its vehicles, equipment, dispatchers, vehicle drivers, attendants and other employees and agents also comply with same to the extent possible. PROVIDER's failure to comply with such applicable laws, regulations, or ordinances shall be grounds for termination of this AGREEMENT by COUNTY, subject to breach process, as described in Section 3 of this AGREEMENT.
- 13. INDEPENDENT CONTRACTOR
 - 13.1. It is understood and agreed that PROVIDER is an independent contractor and is not an employee or agent of COUNTY. This AGREEMENT is not intended and shall not be construed in any manner to create an employee-agent or master-servant relationship, nor does this AGREEMENT create a partnership, joint venture, or association between COUNTY and PROVIDER. No employee, officer, or agent, as the case may be, of PROVIDER shall have any claim whatsoever against COUNTY under this AGREEMENT or otherwise for compensation or benefits of any kind including, without limitation,

vacation, sick leave, retirement benefits, Social Security, Workers' Compensation, or unemployment or disability insurance benefits.

- 13.2. It shall be the sole obligation of PROVIDER to withhold the appropriate amount of federal and State income taxes and Social Security taxes from employee compensation and to provide Workers' Compensation, disability and/or employment insurance for its employees as required by law.

14. INDEMNIFICATION

- 14.1. PROVIDER assumes any and all claims, expenses, liability, attorneys' fees, damages, costs, losses, actions, or damages or destruction of property or injury or death to persons, arising or alleged to have arisen from the PROVIDER's care and transportation of any person provided services pursuant to this AGREEMENT.
- 14.2. PROVIDER agrees to indemnify, hold harmless and defend (at COUNTY's option and request) COUNTY, its governing board, officers, agents, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, attorneys' fees, actions, or damages of any nature whatsoever including, without limitation, liability for injuries to or death of any person or persons, or damage to any property, arising in any manner out of or in any way connected with or incident to or alleged to have arisen in any manner out of or to have been in any way connected with or incident to any act, error, or omission, willful, negligent or otherwise, on the part of PROVIDER, its officers, agents or employees either in the performance of services under this AGREEMENT, or in connection with or as a result of this AGREEMENT.

15. GENERAL PROVISIONS

- 15.1. Non-discrimination. Both parties agree to abide by all applicable federal and State laws prohibiting discrimination against any employee, applicant for employment, or patient because of race, color, religion, sex, handicap, or place of national origin.
- 15.2. Partial Invalidity. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

- 15.3. Venue. Should any suit or action be commenced to enforce or interpret the terms of this AGREEMENT or any claim arising under it, it is expressly agreed that proper venue shall be in the County of Kern, State of California, it being understood that this AGREEMENT has been entered into and will be performed within the County of Kern.
- 15.4. Notices. Any notice required to be given by either party to the other under this AGREEMENT shall be in writing, served by prepaid certified mail or personally upon the other party, addressed as follows:

TO COUNTY:

Manager
Kern County EMS Program
1800 Mt. Vernon Ave.
Bakersfield, CA 93306

TO PROVIDER:

President
_____ Ambulance Service
_____ St.
Bakersfield, CA 93300

Such service of notice shall be deemed made five (5) days from the date mailed.

- 15.5. Access to Records (Federal Law). PROVIDER shall, for a period of four (4) years following the conclusion of PROVIDER's performance pursuant to this AGREEMENT, maintain and make available upon written request, to the Secretary of the Department of Human Services or the Comptroller General of the United States, or their duly authorized representatives, PROVIDER's copy of this AGREEMENT and books, documents and records pertaining thereto, certifying the nature and extent of PROVIDER's costs pursuant to this AGREEMENT.
- 15.6. Provision for Review and Examination. PROVIDER shall cooperate with COUNTY in any review and examination conducted by COUNTY of PROVIDER's accounts and records pursuant to this AGREEMENT to verify accuracy of the information used in the County rate review process. Either COUNTY or PROVIDER may require that the review and examination be conducted by an organization that meets any or all of the following conditions: 1) be independent from PROVIDER, 2) be based

outside Kern County so as to avoid any inherent possible bias, 3) be experienced in the healthcare industry, and 4) ensure the financial analysis component of the review and examination is conducted under the direction of a certified public accountant. Such review and examination may be conducted no more frequently than annually unless COUNTY determines circumstances exist which threatens the continuity or quality of services being furnished by PROVIDER. Representatives from the organization conducting the review and examination will be required to sign a COUNTY approved agreement to maintain confidentiality of PROVIDER's proprietary records, if so requested by PROVIDER. The aforesaid confidentiality and Non - Disclosure Agreement shall be subject to PROVIDER's prior approval, which shall not be unreasonably withheld. COUNTY and PROVIDER will each pay for 50% of the costs associated with conducting the review and examination. Should the review and examination discover any material misrepresentation of facts, including PROVIDER's performance under the AGREEMENT or financial condition, PROVIDER shall reimburse COUNTY for its share of the expenses associated with the review and examination.

- 15.7. Conflict of Interest. The parties to this AGREEMENT have read and are aware of the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this AGREEMENT. It is further understood and agreed that if such a financial interest does exist at the inception of this AGREEMENT, COUNTY may immediately terminate this AGREEMENT by giving written notice thereof. PROVIDER shall comply with the requirements of Government Code Section 87100 *et seq.* during the term of this AGREEMENT.
- 15.8. No Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to COUNTY and PROVIDER. Nothing contained in this AGREEMENT shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of COUNTY and PROVIDER that any such person or entity, other than COUNTY and PROVIDER, receiving services or benefits under this AGREEMENT shall be deemed an incidental beneficiary only.

- 15.9. Assignment, Delegation, and Subcontracting. PROVIDER shall not assign, sublet or transfer this AGREEMENT, or any part hereof without the prior express and written approval of the COUNTY. PROVIDER shall not assign any monies due or which become due to PROVIDER under this AGREEMENT without the prior express and written approval of COUNTY. Nothing in this provision is intended to prevent PROVIDER from using collection agencies to legally collect fees that have been charged for services rendered.
- 15.10. Modifications of Agreement. This AGREEMENT may be modified in writing only, signed by the parties in interest at the time of the modification.
- 15.11. Entire Agreement - Amendments. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding.

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

COUNTY.
 COUNTY OF KERN
 Service

PROVIDER:
 _____ Ambulance

By _____

 Chairman
 Board of Supervisors

By
 Owner, CEO, President

APPROVED AS TO CONTENT:
 FORM:
 EMERGENCY MEDICAL SERVICES DIVISION
 COUNTY COUNSEL

APPROVED AS TO
 OFFICE OF

By _____

 EMS Representative

By
 Counsel Representative

ADDENDUM 2 - Mobile Intensive Care Unit (MICU) Policies and Procedures/Inventory List

Mobile Intensive Care Unit (MICU) Policies and Procedures (9002.00)

I. GENERAL PROVISIONS:

- A. All Kern County Paramedic Providers shall comply with all MICU inventory requirements specified in the *Provider Mandatory Inventory List* and these policies.
- B. A valid Mobile Intensive Care Unit (MICU) authorization certificate from the Kern County EMS Division (Division) shall be required to operate an ambulance in an advanced life support capacity in Kern County.
- C. No ambulance service may operate an MICU or other unit providing pre-hospital advanced life support in Kern County unless having valid Paramedic Provider authorization from the Division.
- D. The following information shall be provided by the provider for MICU inspection:
 - 1. Vehicle make, model, year;
 - 2. Vehicle license number (if not available because of new vehicle - vehicle identification number will suffice);
 - 3. Vehicle identification number;
 - 4. Valid vehicle registration;
 - 5. Valid vehicle insurance documentation, name of carrier and policy number;
 - 6. Valid California Highway Patrol inspection certificate or valid California Highway Patrol inspection sheet indicating temporary operating authorization; and

7. Unit call sign.
- E. All MICU inventory requirements shall be fully satisfied and all MICU equipment shall be verified to function properly through inspection before an MICU certificate to operate is issued by the Division.
 - F. The Paramedic Provider shall, within reasonable ability to re-supply, ensure that all authorized MICU's to be operated maintain continuous compliance with MICU inventory requirements and these policies.
 - G. The Paramedic Provider shall ensure that an adequate security and documentation system is in place for all MICU narcotics by maintaining continuous compliance with all of the following minimum requirements:
 1. All MICU narcotics shall only be in the possession of EMT-P provider authorized Paramedic personnel or maintained in a locked cabinet or safe only accessible by EMT-P provider authorized EMT-P personnel.
 2. MICU narcotics shall never be left in an unattended area (responsible Paramedic not present), non-secure area or location.
 3. MICU narcotic set logs shall be maintained up to date and shall be signed with each change of responsible Paramedic personnel (both off-going and on-coming Paramedic staff).
 4. With each MICU narcotic administered to a patient, the EMT-P shall replace the MICU narcotic at the receiving Hospital Emergency Department, unless restocked at station.
 5. Both the responsible Registered Nurse and the Paramedic shall sign the Hospital controlled substance administration record for replacement of the MICU narcotic(s) and the MICU Unit number shall also be documented on the record.
 6. In the event of any MICU narcotic inventory loss or damage, the Paramedic Provider shall immediately investigate the incident, document findings and immediately notify the Division. The Division will investigate the loss, report findings to the issuing pharmacy for necessary referral to the Drug Enforcement Administration and take other actions as necessary.
 7. Initial issuance of MICU narcotics, replacement of any damaged MICU narcotic, or replacement from loss of any MICU narcotic shall be

authorized by the Division in writing through the issuing pharmacy prior to issuance or replacement.

8. A Paramedic Provider may initiate MICU narcotic security and documentation procedures which both meet and exceed these minimum requirements.
- H. There is no maximum limit of inventory items that may be maintained on an MICU. All MICU(s) shall maintain at least the minimum amount of all expendable medical supplies and non-expendable medical supplies and equipment as specified in the Provider Mandatory Inventory List, subject to reasonable resupply ability. All MICU equipment shall be properly maintained for proper function. In situations where any MICU inventory item(s) are not available for supply or resupply for any period exceeding forty-eight (48) hours, the Paramedic Provider shall notify the Division and provide an assessment of the situation. The Division shall grant a temporary variance if such MICU inventory item(s) are not reasonably available and the request is documented in writing.
- I. MICU narcotics shall be maintained within the minimum limits specified in these policies. The Division may provide temporary authorization to operate an MICU with a reduced MICU narcotic inventory.
- J. The Paramedic Provider may request temporary MICU operating authorization through the Division for situations involving temporary MICU mechanical repairs or unavailability causing negative impact to area MICU coverage. In such circumstances the Division shall require that all MICU inventory items are moved to the temporary unit, obtain the vehicle license number and vehicle call sign. The Division may provide verbal temporary MICU operating authorization after all requirements are met. Temporary MICU operating authorization shall be limited to a maximum of two weeks duration. The Paramedic Provider shall notify the Division when temporary MICU operating authorization is no longer necessary.
- K. The Paramedic Provider shall provide written notice to the Division of any MICU chassis replacement, purchase of a Division authorized MICU from another service, sale or deletion of an authorized MICU from the Paramedic Provider fleet. The Paramedic Provider shall also provide written notice to the Division of any permanent downgrade of an authorized MICU to basic life support level.
- L. The Division may inspect any MICU(s) or Paramedic Provider(s) for compliance to these policies. MICU authorization or Paramedic Provider

authorization may be placed on probation, suspended or revoked by the Division for non-compliance to these policies. The Division shall use applicable sections of investigative and due process procedures contained in Ordinance Code 8.12. and Ordinance 8.12. Regulations and Policies.

- M. Infection control supplies and equipment shall be maintained in accordance with recommendations of Centers for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA) requirements.
- N. All MICU shall be capable of performing 12-Lead EKG and possess capability of digitally transmitting 12-Lead patient data to each STEMI Receiving Center hospital in accordance with following time line, or sooner:
 - 1. All frontline advanced life support, 911 responding ambulances (a minimum of 3 ambulances per operational area) shall be capable of performing 12-Lead EKG by July 1, 2014.
 - 2. All remaining advanced life support ambulances shall be capable of performing 12-Lead EKG by July 1, 2015.
 - 3. All advanced life support ambulances shall be capable of transmitting 12-Lead EKG patient data to each STEMI Receiving Center hospital by July 1, 2016.

Revision Listing:

02/15/1992 - Revised to Current Format

11/01/1992 - Revised Inventory Amounts

08/15/1995 - Revised Inventory Items and Amounts

06/10/1997 - Revised Inventory Items - EMT-P Scope of Practice

Additions

12/18/1998 – Revised Inventory Items & Amounts – Hospital Restock Change

11/15/2001 – Revised Inventory Items and Amounts

07/04/2004 – Increase minimum stock of midazolam to 12.0mg.

06/01/2010 – Add Amiodarone, MAD, ET confirmation, and ET securing device to stock.

11/19/2012 – Revised “Department” to “Division”. Remove-Procaïnamide, blood tubes, Combitube, oxygen mask (simple), scalpel, electrode gel, remove inventory list from appendix; Add- King Airway, pediatric non-rebreather mask, pediatric defib-pacing pads, bandage shears, petroleum gauze, multi-trauma dressing, medication labels, N-95 masks, restraints, vest, oral glucose, bulb syringe

05/13/2013 – Add 12 Lead EKG with transmit capability, remove Pitocin.

10/01/2013 – Removed Furosemide (Lasix) from inventory

08/15/2014- Added Atrovent, Fentanyl and Zofran to the inventory. Changed Normal Saline to isotonic balanced salt solutions. Added devices that are department approved.

7/01/2015 – Removed Minimum Inventory requirements and placed into a separate document

	MEDICATION INVENTORY:	ALS MICU	ALS First Responder
I. ALS PROVIDER MINIMUM EQUIPMENT REQUIREMENTS			
A.	MEDICATION INVENTORY:		
#	ITEM/DESCRIPTION		
1	Activated Charcoal	50.0 gm	50.0 gm
2	Adenosine (Adenocard)	30.0 mg	30.0 mg
3	Albuterol Sulfate (pre-dilute 2.5 mg per 3 ml inhalation solution)	10.0 mg	10.0 mg
4	Amiodarone	900 mg	900 mg
5	Ammonia Inhalants	2 amps	2 amps
6	Aspirin (150 to 325 mg. tablets-chewable preferred)	10 tablets	10 tablets
7	Atropine Sulfate	8.0 mg	8.0 mg
8	Calcium Chloride	1.0 gm	1.0 gm
9	Dextrose 10% (prefilled)	50.0 gm	50.0 gm
10	Diphenhydramine (Benadryl)	100.0 mg	100.0 mg
11	Epinephrine, 1:10,000	8.0 mg	8.0 mg
12	Epinephrine, 1:1,000	2.0 mg	2.0 mg
13	Glucagon	2.0 mg	2.0 mg

14	Ipratropium Bromide (Atrovent)	1000 mcg	1000 mcg
15	Intropin (Dopamine)	400.0 mg	400.0 mg
16	Lidocaine, 1% or 2% (IVP)	400.0 mg	400.0 mg
17	Lidocaine, 4% (IVD)	2.0 gm	2.0 gm
18	Magnesium Sulfate	5.0 gm	5.0 gm
19	Naloxone (Narcan)	8.0 mg	8.0 mg
20	Nitroglycerine Tablets - Gr. 1/150, or Metered Dose Aerosol Units	8.0 mg	8.0 mg
21	Ondansetron (Zofran), oral tablets or IV	12.0 mg	12.0 mg
22	Oral glucose	15 gm	15 gm
23	Sodium Bicarbonate (prefilled)	100mEq	100mEq
	B. NARCOTICS INVENTORY (MANDATORY AMOUNT TO BE MAINTAINED):		
#	ITEM/DESCRIPTION		
1	Fentanyl	400 mcg	400 mcg
2	Midazolam	12.0 mg	12.0 mg
	In Times of National Shortage		
3	Diazepam	30.0 mg	30.0 mg
4	Morphine Sulfate	40.0 mg	40.0 mg
	C. INTRAVENOUS ACCESS/ADMINISTRATION - INTRAVENOUS SOLUTIONS:		
#	ITEM/DESCRIPTION		
1	5% Dextrose and Water or NS (50 or 100ml bags)	2	2
2	Normal Saline 0.9% or Isotonic balanced salt solution (500/1000 ml)	8 liters	8 liters
3	Normal Saline 0.9% for Injection - Single Dose Vials or Preloads	10 ml total	10 ml total
4	Medication label	2	2

D. INTRAVENOUS ACCESS/ADMINISTRATION - INTRAVENOUS ACCESSORIES:			
#	ITEM/DESCRIPTION		
1	Alcohol Preps	10 preps	10 preps
2	Betadine Preps	5 preps	5 preps
3	Hypodermic Needles (18 or 20 ga)	5 each	5 each
4	Mucosal Atomization Device (MAD)	2	2
5	Intraosseous Needles (EMS approved)	2	2
6	IV Catheters (14,16,18,20,22,24 ga)	4 each	4 each
7	IV Flow Regulator	2	2
8	IV Tubing (Microdrip, 60 gtts/ml)	4	4
9	IV Tubing (10 gtts/ml or (3) 10 gtts/ml and (3) 15 to 20 gtts/ml)	6 total	6 total
10	Saline Locks	5	5
11	Syringes (1,3,10/12,20 cc)	2 each	2 each
12	Tourniquets (1"X 5" Penrose or =)	4	2
E. AIRWAY MAINTENANCE:			
#	ITEM/DESCRIPTION		
1	Bite Sticks/Tongue Depressors	2	2
2	King Airway kits (sizes 3, 4, 5)	1 each	1 each
3	Cricothyrotomy Unit (EMS Approved)	1 sterile set	1 sterile set
4	Endotracheal Tubes (5,6,6.5,7,8 mm) (with cuff) For adult use only.	2 each	2 each
5	ET Intubation Tube Stylets (adult)	2 each	2 each
6	Commercial ET tube holder	2	2

7	Secondary ET Confirmation Device	2	2
8	Lubricant, water soluble (K-Y) 0.09oz packets	10 packets	10 packets
9	Naso-Gastric Tubes (14,16,18 french) & (1) in range of 22-32 french)	1 each	1 each
10	Nebulizer set	2 sets	2 sets
11	Oral Airways - Must meet CHP, HPH 82.4 recommendations, Page 4-2	1 set	1 set
12	Oxygen Nasal Cannula-Adult	2	2
13	Oxygen Mask – Adult & Pediatric Non-Rebreather	2 each	2 each
14	Suction Catheters (10, 18 fr.)	2 each	2 each
15	Suction tubing	2	N/A
16	Rigid suction catheter (yankhauer)	2	N/A
17	Bulb syringe	1	1
18	Thoracic Decompression Unit (EMS Approved) at minimum 10 ga, 1 way flow valve, and tubing	1 set	1 set
19	Ventilation Bag-valve unit with oxygen port and reservoir or demand valve bag attachment (Adult, Pediatric and Infant)	1 each	1 each
20	Ventilation Bag Mask - Semi-open, valveless, transparent (infant, child, and adult)	1 each	1 each
F.	BANDAGES AND DRESSINGS:		
#	ITEM/DESCRIPTION		
1	Band-aids (1"X 3")	10	10

2	Dressing, Abdominal (8"X 10")	5 sterile	5 sterile
3	Dressing, Oval Eye Pads	4 sterile	4 sterile
4	Dressing, 3" Kling/Kerlix	6 sterile	6 sterile
5	Dressing, 4"X 4" (30 individual wrap or 4 tubs)	30 (or 4 tubs)	30 (or 4 tubs)
6	Dressing, 10"x30" (multi-trauma dressing)	1	1
7	Petroleum gauze	1 sterile	1 sterile
8	Bandage shears	1	1
9	Tape, 2" Adhesive or Silk	2 rolls	2 rolls
10	Tape, 1" Plastic or Silk	5 rolls	5 rolls
11	Coban Wraps or Ace Bandages	N/A	N/A
12	Dressing, Triangular with Pin	N/A	N/A
G. MISCELLANEOUS SUPPLIES:			
#	ITEM/DESCRIPTION		
1	Bedpan and Urinal	1 each	N/A
2	Burn Pack or Burn Care Supplies	2 sterile	2 sterile
3	Cervical Collars, Solid Plastic Construction (infant,sm,med,lg or =)	2 each or 4 adult multi-size and 2 pediatric multi-size	2 each or 4 adult multi-size and 2 pediatric multi-size
4	Cleaning Solution, 10% Bleach in Water or other Agent for Infection Control and Cleaning	2 bottles	2 bottles
5	Cold Packs (single use disposable)	2	2
6	Dextrose Sticks/Chemstrips	12 strips	12 strips
7	ECG Recording Paper (extra)	2 rolls	2 rolls
8	ECG Electrodes, Adult	20 or equivalent multi-packs	20 or equivalent multi-packs
9	ECG Electrodes, Pediatric	8 or equivalent multi-packs	8 or equivalent multi-packs

10	Multi-function pacing/defibrillation pads (adult and pediatric)	2 each	2 each
11	Emesis Basins or Emesis Bags (disposable)	3	3
12	Gloves, multi-size, non-latex, non-permeable and non-sterile (box with minimum of 10 individual gloves)	1 box	1 box
13	Irrigation Syringe (50 or 60 cc)	1	1
14	Laryngoscope Batteries (extra)	1 set	1 set
15	Laryngoscope Blade Bulbs (extra for each type blade carried if fiber optic blades used)	1 each type	1 each type
16	Non-Permeable Gowns or equivalent, long sleeve, full length protection	2	2
17	Non-Permeable Plastic Bags for Infectious Medical Waste and Linen	10	5
18	N-95 Mask (crew members, or P100 masks)	1 each	1 each
19	Normal Saline Irrigation Solution	2 liters	2 liters
20	Obstetrical Kit	1	1
21	Padded ankle/wrist restraints (soft)	4 total	N/A
22	Shield, transparent or goggles for Eye Protection	2	2
23	Surgical Mask (paper, disposable)	4	2
24	Triage Tags (EMS Approved)	10 tags	10 tags

25	DOT Emergency Response Guide - Hazardous Materials	1 booklet	1 booklet
26	Razor	N/A	N/A
27	Pen Light	N/A	N/A
28	Writing Pad, Pencil and Pen	N/A	N/A
29	Splinter Kit	N/A	N/A
30	Lancets	4	4
31	Space Blanket	N/A	N/A
32	Eye Wash	N/A	N/A
II. REQUIRED MICU MEDICAL SUPPLIES AND EQUIPMENT INVENTORY- NON-EXPENDABLE:			
A. AIRWAY MAINTENANCE:			
#	ITEM/DESCRIPTION		
1	Laryngoscope Blades: Straight (sized 0,1,2,3) Curved (sizes 2,3)	1 each	1 each
2	Laryngoscope Handle	1	1
3	Magill Forceps	1	1
4	Oxygen Tank - Extra, Portable (1000 PSI)	1	1
5	Oxygen Tank - Portable with regulator, liter flow control (500 psi)	1	1
6	Portable Suction Unit, shall meet CHP, HPH 82.4 recommendations, Page: 4-3	1 unit	1 unit
7	Oxygen Tank - Large, fixed (500 PSI)	1	N/A
B. IMMOBILIZATION EQUIPMENT:			
#	ITEM/DESCRIPTION		
1	Backboard - Long, with straps	1 set	1 set
2	Backboard - Short or KED, with torso and forehead straps	1 set	1 set

3	Cervical spine immobilization pads/device (EMS Approved)	2 sets	2 sets
4	Scoop Stretcher, with straps	1 set	N/A
5	Skeletal Traction Device - Femur	1 set	1 set
6	Extremity Splints (Long/leg and Short/arm)	2 each	2 each
7	Splint, moldable	N/A	N/A
C. CARDIAC AND COMMUNICATIONS:			
#	ITEM/DESCRIPTION		
1	Biomedical Radio (Fixed) with voice access into the Kern County Medical Communications System (Med channels 1-7, 9 and required PL codes)	1 unit	1 unit
2	Biomedical Radio (portable) with voice access to Med-9, PL-7A; Med-9, PL-7Z; Med-7, PL-7A; of the Kern County Medical Radio System	1 unit	1 unit
3	Portable Cardiac Monitor/Defibrillator with patient cable and capable of synchronization, pacing, 12-Lead EKG, and transmission	1 set	1 set
4	Replacement ECG Cable with Lead Wires	1 set	1 set
D. MISCELLANEOUS MEDICAL SUPPLIES AND EQUIPMENT:			
#	ITEM/DESCRIPTION		
1	Blood Infusion Pump (manual unit)	1	1

2	Blood Pressure Cuffs with Gauge - Adult	2	2
3	Blood Pressure Cuffs (infant, pediatric, obese)	1 each	1 each
4	Pediatric Dosage Chart and/or copy of valid EMT-P Treatment Protocols	1	1
5	Pediatric length based resuscitation tape	1	1
6	Puncture Proof Sharps Container	1	2
7	Stethoscope	2	2
8	Thermometer	1	1
9	Pulse Oximetry	1 unit	1 unit
10	High Visibility Vest ANSI/ISEA 107:2004 (crew members)	1 each	1 each
11	Glucometer	1	1
III. OPTIONAL MICU SUPPLIES AND EQUIPMENT:			
#	ITEM/DESCRIPTION		
1	CPAP	1 unit	1 unit
2	Capnography (required for patients on ventilator)	1 unit	1 unit
3	Endotracheal tube introducer (bougie or Flexguide)	1	1
4	Mark-I Kit (crew members) EMS authorization required	1 each	1 each
IV DIVISION APPROVED DEVICES			
#	ITEM/DESCRIPTION		
1	I.O DEVICES		
	EZ I.O.		
	Jamshidi Needle		
2	DIFFICULT AIRWAY ADJUNCT INTUBATION DEVICES*		
	King View		
	Airtaq		

3	CERVICAL SPINE IMMOBILIZATION PADS/DEVICE
	Headbed
	Sta-Blocks
4	CRICOTHYROTOMY UNIT
	10G IV Cath
5	THROACIC DECOMPRESSION UNIT
	Cook Cath
	10G IV Cath
6	THERMOMETER
7	ASCHERMAN CHEST SEAL

BLS Provider Minimum Requirements	BLS Provider Transport	BLS Provider NON-Transport
1. Diagnostic Equipment:	Amount	Amount
a. Blood Pressure Cuff – Adult	2	1
b. Blood Pressure Cuff – Pediatric, Infant, Obese	1 each	1
c. Stethoscope	2	1
d. Pen Light	1	1
e. Glucometer	1	1
2. Trauma-Medical Supplies/Equipment:	Amount	Amount
a. Medical Shears/Scissors	1	1
b. Bandages 4x4 Single Packages	30 sponges	30 sponges
c. Bandages 5x9	5	5
d. Trauma Dressing 10x30	1	1
e. Bandage Triangle	1 box	1 box
f. Occlusive Dressings	2	2
g. Eye Dressings	4	2
h. 4" Gauze Roll Bandages	6	6
i. Adhesive Tape 2" Roll	2	2
j. Adhesive Bandages (i.e. Band-Aids)	10	10
k. Ammonia Inhalants	1 box	1 box
l. Cotton Swabs	1 box	1 box
m. Saline, Irrigation	2 liter	1 liter
n. Cold Packs	3	2

p. Burn Towels	2	2
q. Alcohol Preps	N/A	N/A
r. Betadine Preps	N/A	N/A
s. Lubricant, water soluble (K-Y)	N/A	N/A
t. Trauma dressing 8x10	N/A	N/A
u. Chest Seal Patches	N/A	N/A
3. Childbirth Supplies:		
	Amount	Amount
a. Emergency OB Kit	1	1
b. Bulb Syringe (may be in OB kit)	1	1
c. Umbilical Cord Clamps (may be in OB kit)	1	1
d. APGAR Score Card	1	1
4. Pathogen Supplies:		
	Amount	Amount
a. Red Biohazard Bag	10	1
b. Sharps Container	1	1
c. Antimicrobial Hand Wipes	2	2
d. Gloves, Sterile, Non-Latex	4 pair	4 pair
e. Gloves, Non-Sterile, Non-Latex	1 box	1 box
f. Goggles or shield	2	1
g. N-95 masks/Surgical Masks	4 each	2 each
h. Gown	2	1 each
i. Cleaning Supplies, 10% bleach or equivalent	2 bottles	1 bottle
5. Miscellaneous Supplies:		
	Amount	Amount
a. Paper Pad	1	1
b. Pen	1	1
c. Ring Cutter with extra Blades	1	1
d. Triage Tags	10	10
e. Bedpan	1	N/A
f. Urinal	1	N/A
g. Emesis basins or bag	3	1
h. Padded ankle/wrist restraints (soft)	4	N/A
i. DOT Emergency Response Guide – Haz Mat Guide	1	N/A
j. Thermometer	1	1

k. High Visibility Vest ANSI/ISEA 107:2004	1 per crew member	1 per crew member
l. Lancets for blood glucose analysis	4	4
6. Airway & Oxygenation:		
	Amount	Amount
a. Ventilation Bag - Adult with Reservoir/Mask	1	1
b. Ventilation Bag - Child with Reservoir/Mask	1	1
c. Ventilation Bag - Infant with Reservoir/Mask	1	1
d. OPA Complete Set (meets CHP regulations)	1	1 each
e. Bite Stick/Tongue Depressors	2	1
f. Suction, Portable with Catheters	1 set	N/A
g. Suction Catheter (10, 18 fr.)	2	N/A
h. Suction Tubing	2	1 set
i. Rigid Suction Catheter (Yankhauer)	2	N/A
j. Supralaryngeal Airways –(Lrg, Med, Small) Adult	1 each	1 each
k. Oxygen Tank Portable , w/ Liter Flow Regulator (D-Tank at 500PSI minimum)	1 set	1
l. Oxygen Tank – Extra, Portable (D-Tank at 1000PSI minimum)	1	N/A
m. Oxygen Tank – Large, fixed (500PSI)	1	N/A
n. Oxygen Nasal Cannula – Adult	2	1
o. Non-Rebreather Masks - Pediatric	2	1
p. Non-Rebreather Masks – Adult	2	1
q. King Airway	1 each	1 each
7. Immobilization Equipment & Supplies:		
	Amount	Amount
a. Backboard or Equivalent with 4 Straps	1	1
b. Kendrick Extrication Device or Equivalent	1	N/A
c. Cervical Extrication Collars (Adult xs, sm, reg, lg or =)	4 each or 4 multisize	1 each or 2 multisize
d. Cervical Extrication Collars (Pediatric)	2 or 2 multisize	1 multisize
e. Head Immobilization Device	2 set	1 set
f. Occipital Scalp Pads	1 set	1 set
g. Skeletal Traction Device – Femur	1	N/A

h. Splints – Arm	2	1
i. Splints – Leg	2	1
j. Stokes and Straps	N/A	N/A
8. AED Equipment & Supplies:		
	Amount	Amount
a. Automatic External Defibrillator	1	1
b. AED Electrode Pads	2 sets	2 sets
c. Razor	1	1
d. AED Battery Extra	N/A	N/A
9. Radio Communications:		
	Amount	Amount
a. UHF radio with all Med Channels currently licensed to Kern County (i.e. Med 9 and Med 7; repeat and simplex) and all currently licensed interoperability channels (i.e. XKE, UCALL)	1 portable	1 portable
b. UHF radio with all Med Channels currently licensed to Kern County (i.e. Med 9 and Med 7; repeat and simplex) and all currently licensed interoperability channels (i.e. XKE, UCALL)	1 fixed	N/A
10. Expanded Scope		
a. Epinephrine Draw kit		
11. Medications:		
	Amount	Amount
a. Aspirin 325 mg	1 bottle	1 bottle
b. Oral Glucose 15g	2 tubes	1 tube
c. Epi Auto-injector (Adult Dose) 0.3mg	1	1
d. Epi Auto-Injector (Pediatric Dose) 0.15mg	1	1
e. Naloxone (Narcan)	4.0 mg	4.0 mg

ADDENDUM 3 – Proposed Ambulance Employee Compensation and Benefits

Paramedic compensation package			
	New Employee	After 2 years	After 5 years
Proposer:			
Hourly Wage (Straight time):			
Lowest			
Highest			
Median			
Average number of hours per week for full-time Paramedic			
Average number of hours per week for full-time EMT			
Paid Vacation (days per year)			
Paid Holidays (days per year)			
Sick Leave (days per year)			
Paid Cont. Ed. (hours per year)			
Uniform Allowance (per year)			
Tuition Reimbursement (per year)			
Health Care			
Medical			
% covered \$			
Deductible			
Dental			
% covered \$			
Optical			
% covered \$			
Describe any of the following that are provided:			
Stock Options			
Profit Sharing			
Cay Care Services			
Career Development			
Pension Plan			

EMT-I compensation package

	New Employee	After 2 years	After 5 years
Proposer:			
Hourly Wage (Straight time):			
Lowest			
Highest			
Median			
Average number of hours per week for full-time Paramedic			
Average number of hours per week for full-time EMT			
Paid Vacation (days per year)			
Paid Holidays (days per year)			
Sick Leave (days per year)			
Paid Cont. Ed. (hours per year)			
Uniform Allowance (per year)			
Tuition Reimbursement (per year)			

Health Care

Medical			
% covered \$			
Deductible			
Dental			
% covered \$			
Optical			
% covered \$			

Describe any of the following that are provided:

Stock Options	
Profit Sharing	
Cay Care Services	
Career Development	
Pension Plan	

ADDENDUM 4 - Investigation Authorization - Individual

The undersigned, being _____(title) for_____ (Company), which is a proposer to provide emergency and advanced life support ambulance service to the County of Kern, recognizes that public health and safety requires assurance of safe, reliable, and cost- efficient ambulance service. In order to judge this bid, it is necessary to require an inquiry into matters which are deemed relevant by the County of Kern or its agents, such as, but not limited to, the character, reputation, and competence of the company's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the County of Kern, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Signature

Individual Name (typed)

State of _____

County of _____

On this _____ day of _____ 2018 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same as her/his free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

ADDENDUM 5 - Investigative Authorization - Company

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

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

This authorization shall expire one year from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:

Date

Organization

By: Signature (authorized representatives)

Name(s) (printed)

Title

State of

County of _____

On this _____ day of _____ 2018 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

ADDENDUM 6 - Proposed Ambulance Rates

EOA _____

Charge scenarios

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

SCENARIO #1: A 56 year-old male is complaining of chest pain. This call occurs at 2:00 a.m. and the patient’s home is 12 miles from the receiving hospital.

Total	\$
Base rate	\$
Emergency response	\$
Night charge	\$
12 miles transport	\$
Oxygen	\$
Oxygen administration equipment	\$
I.V. administration equipment	\$
Cardiac monitor	\$
Nitroglycerin gr. 1/150 s.l.	\$
Morphine Sulfate 4 mg. I.V.	\$
Aspirin	\$

Charge scenarios (Page 2)

SCENARIO #2: A 25 year-old unconscious diabetic is treated with glucose and refuses treatment signing out AMA. Field personnel spend 45 minutes on this call prior to clearing.

Total	\$
Base rate	\$
Emergency response	\$
Oxygen	\$
I.V. administration equipment	\$
I.V. solution	\$
Glucose	\$
Narcan	\$
Cardiac monitor	\$

ADDENDUM 7 - Proposed Operating and Start-Up Budget

Proposer:						
EOA:						
	Start Up	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES						
Private Payments						
Medicare						
Other third party payments						
Other (describe)						
Total Revenues						
EXPENSES						
Personnel						
Paramedic wages						
Paramedic Benefits						
EMT Wages						
EMT Benefits						
Other personnel wages						
Other personnel benefits						
Other (describe)						
Subtotal personnel						
Vehicles						
Fuel						
Repairs & maintenance						
Equipment						
Other (describe)						
Subtotal vehicles						
Medical equipment & supplies						
Supplies						
Equipment lease						
Repairs & maintenance						
Other (describe)						
Subtotal medical equipment & supplies						
Total Expenses						

NET INCOME (LOSS)						
Basis for Revenue Projections						
		Annual # of Transports	%	Average Payment per transport	Annual Revenue	
Source of Payment:						
Private						
Medi-Cal						
Medicare						
Other (describe)						
No payment						
Total			100%			

ADDENDUM 8 - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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

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

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

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

Name of 504 Contact:

Name of Contractor(s):

Street Address or P.O. Box

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date: