

EMERGENCY MEDICAL SERVICES AUTHORITY

11120 INTERNATIONAL DR., SUITE 200
RANCHO CORDOVA, CA 95670
(916) 322-4336 FAX (916) 324-2875



July 8, 2024

Tim Williams, EMS Administrator
Merced County Emergency Medical Services Agency
260 East 15th St.
Merced, CA 95341

Dear Tim Williams,

This letter is in response to Merced County Emergency Medical Service (EMS) Agency's 2023 EMS, Trauma, and Quality Improvement (QI) plan, submissions to EMSA on April 17, 2024.

EMSA has reviewed the EMS plan based on compliance with statutes, regulations, and case law. It has been determined that the plan meets all EMS system components identified in Health and Safety Code (HSC) § 1797.103 and is approved for implementation pursuant to HSC § 1797.105(b). Based on the transportation documentation provided, please find the enclosed EMS area/subarea status, compiled by EMSA.

EMSA has also reviewed the Trauma and QI plans based on compliance with Chapters 7, and 12 of the California Code of Regulations, Title 22, Division 9, and has been approved for implementation.

Per HSC § 1797.254, local EMS agencies must annually submit EMS plans to EMSA. Merced EMS Agency will only be considered current if an EMS plan is submitted each year.

Your 2024 EMS plan will be due on or before July 8, 2025. Concurrently with the EMS plan, please submit an annual Trauma and QI plan.

If you have any questions regarding the EMS plan review, please contact Roxanna Delao, EMS Plans Coordinator, at (916) 903-3260 or roxanna.delao@emsa.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Tom McGinnis".

Tom McGinnis, MHA, EMT-P
Chief, EMS Systems Division

Enclosure:
AW: rd

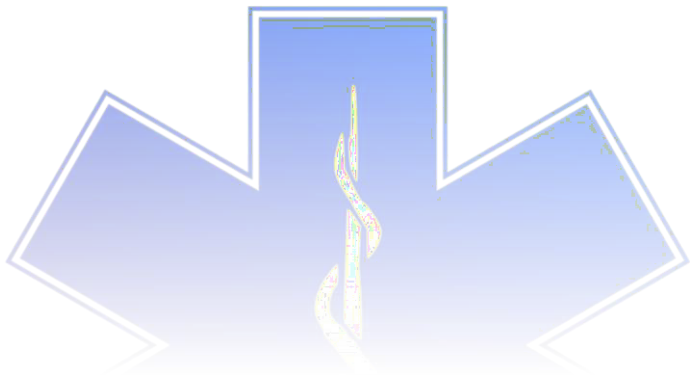
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Merced County EMS Agency 2023 EMS Areas and Subareas	Non-Exclusive	Exclusive	Method to Achieve Exclusivity	Emergency Ambulance	ALS	LALS	All Emergency Ambulance Services	9-1-1 Emergency Response	7-digit Emergency Response	ALS Ambulance	All ALS Ambulance Services	All CCT/ALS Ambulance Services	ALS Non - Emergency & ALS IFT	Critical Care Transport	Standby Service with Transport Authorization
	EXCLUSIVITY			TYPE			LEVEL								
Merced County EOA		X	Competitive	X				X	X	X	X				

Merced County Emergency Medical Services Agency



EMS Plan Annual Update CY2023

Tim Williams, EMS Administrator
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Merced County EMS Plan Annual Update CY2023

EXECUTIVE SUMMARY

The delivery of emergency health care requires the participation of numerous independent individuals and organizations, including public safety agencies, ambulance services, physicians, and hospitals. Despite their autonomy, these organizations have high degrees of functional interdependence as they work to provide care, sometimes simultaneously, to individual patients. The emergency medical services system should be coordinated in order to ensure close cooperation, to limit conflict, and to ensure that the interests of the patients are primary in the system. Managing interdependence requires planning, standardization, and mutual adjustment.

One of the primary tasks of a Local Emergency Medical Services Agency (LEMSA) in California is the development of an EMS System Plan. [Section 1797.254 of the California Health and Safety Code](#) requires each LEMSA to submit Annual EMS Plan Updates to the [California EMS Authority](#). The EMS Plans should:

- Provide a framework for the planning and implementation of the local EMS system;
- Demonstrate that the local EMS system meets minimum state standards;
- Demonstrate that the local EMS system complies with applicable state laws and regulations;
- Demonstrate that the Local EMS Agency is planning, implementing, and evaluating a system which provides well-managed, patient-oriented emergency health care while coordinating resources with neighboring EMS systems; and
- Be useful to the Local EMS Agency in the development of long and short-range goals and annual work plans.
- The Merced County EMS system utilizes the Merced County Dispatch (SEMSA/Riggs Ambulance Service) as the single point of EMS Communication and Emergency Medical Dispatch (EMD) for all ambulance response countywide. Merced County Dispatch (SEMSA/Riggs Ambulance Service) is a secondary PSAP and provides EMD services through utilization of the Medical Priority Dispatch System, approved by the Merced County EMS Agency, in compliance with Health and Safety Codes 1797.223 and 1798.8 and California Code of Regulations (CCR) 100170. Additionally, Merced County Dispatch (SEMSA/Riggs Ambulance Service) dispatches our county based EMS aircraft, who utilize countywide frequencies and standard hospital communication capabilities, in compliance with local EMS policies and procedures and CCR 100306.
- Disaster: Merced County EMS Agency meets HSC § 1797.152 and HSC § 1797.153 specifically, who will be designated as the MHOAC, which falls under the local EMS Agency administrator. The MHOAC coordinates with the county office of emergency services, the local public health department, the local office of environmental health, the local department of mental health, the local EMS agency, the local fire department, and the regional disaster and medical health coordinator (RDMHC). The designation of the MHOAC is the Point of Contact for the coordination of medical resources while coordinating with the RDMHC, the agency, the regional office of the agency, the State Department of Public Health, and the authority. The performance of MHOAC will include the 17 functions in coordination in the creation of the Medical and Health Disaster Plan, which shall include preparedness, response, recovery, and mitigation functions consistent with the State Emergency Plan.

System Assessment Narrative

System Status:

1. Agency Administration:

A. 1.01 LEMSA Structure

1. Minimum Standards:

- 1.1 Each local EMS agency shall have a formal organization structure which includes both agency staff and non-agency resources and which includes appropriate technical and clinical expertise.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY INCLUDES A DETAILED ORGANIZATIONAL CHART IN TABLE 2 OF THIS PLAN.**

B. 1.02 LEMSA Mission

1. Minimum Standards:

- 1.1 Each local EMS agency shall plan, implement, and evaluate the EMS system. The agency shall use its quality assurance/quality improvement (QA/QI) and evaluation processes to identify system changes.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY COMPLETED ITS ANNUAL EMS CONTINUOUS QUALITY IMPROVEMENT PLAN (EQIP) WHICH WAS EMSA-APPROVED IN 2022. THE PLAN IS USED AS A GUIDE TO IDENTIFY NEEDED SYSTEM CHANGES OR ADJUSTMENT IN OPERATIONS. NO CHANGES TO THE EQIP HAVE BEEN MADE DURING THE CY2022 YEAR. THE EQUIP IS UPDATED AS NEEDED.**

C. 1.03 Public Input

1. Minimum Standards:

- 1.1 Each local EMS agency shall have a mechanism (including EMCCs and other sources) to seek and obtain appropriate consumer and health care provider input regarding the development of plans, policies, and procedures, as described in the State EMS Authority's EMS Systems Standards and Guidelines.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS CONVENES THE EMERGENCY MEDICAL CARE COMMITTEE (EMCC) FOUR (4) TIMES EACH YEAR; THE FIRST WEDNESDAY OF FEBRUARY, MAY, AUGUST, AND NOVEMBER. CONSUMER AND STAKEHOLDER PLANS, POLICIES AND PROCEDURES ARE INCLUDED ON THE AGENDA AT EACH MEETING. MERCED COUNTY EMCC MEETING AGENDAS AND OTHER MEETING MATERIALS CAN BE FOUND AT THIS URL: [HTTPS://WWW.COUNTYOFMERCED.COM/AGENDACENTER/EMCC-MEETINGS-17/?#_11092022-1068](https://www.countyofmerced.com/agendacenter/emcc-meetings-17/?#_11092022-1068)**

D. **1.04 Medical Director**

1. Minimum Standards:

- 1.1 Each local EMS agency shall appoint a medical director who is a licensed physician who has substantial experience in the practice of emergency medicine.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS APPOINTED AJINDER SINGH, MD, AS ITS CONTRACTED EMS MEDICAL DIRECTOR. DR. SINGH HAS BEEN WITH THE AGENCY SINCE OCTOBER 2014. DR. SINGH PARTICIPATES AT EMDAC/EMSAAC, MERCED COUNTY EMCC, MERCED COUNTY TRAUMA AUDIT COMMITTEE AND EMS POLICY & PROCEDURE AND CQI COMMITTEE MEETINGS.**

2. Recommended Guidelines:

- 2.1 The local EMS agency medical director should have administrative experience in emergency medical services systems.
- 2.2 Each local EMS agency medical director should establish clinical specialty advisory groups composed of physicians with appropriate specialties and non-physician providers (including nurses and pre-hospital providers), and/or should appoint medical consultants with expertise in trauma care, pediatrics, and other areas, as needed.
- 2.3 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

2. **Planning Activities:**

A. **1.05 System Plan**

1. Minimum Standards:

- 1.1 Each local EMS agency shall develop an EMS System Plan, based on community need and utilization of appropriate resources, and shall submit it to the EMS Authority.
- 1.2 **OBJECTIVE MET. MERCED COUNTY HAS SUBMITTED ITS ANNUAL EMS PLAN TO THE EMS AUTHORITY IN 2022. EMS AUTHORITY APPROVED THE PLAN AS SUBMITTED IN 2022. THIS CY2023 EMS PLAN UPDATE WILL SERVE AS THE NEW ANNUAL EMS PLAN.**

B. **1.06 Annual Plan Update**

1. Minimum Standards:

- 1.1 Each local EMS agency shall develop an annual update to its EMS System Plan and shall submit it to the EMS Authority. The update shall identify progress made in plan implementation and changes to the planned system design.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS IS COMMITTED TO SUBMITTING ANNUAL EMS PLAN UPDATES TO THE EMS AUTHORITY EACH YEAR.**

C. **1.07 Trauma Planning**

1. Minimum Standards:

- 1.1 The local EMS agency shall plan for trauma care and shall determine the optimal system design for trauma care in its jurisdiction.
- 1.2 **OBJECTIVE MET. MERCED COUNTY HAS AN APPROVED TRAUMA SYSTEM AND TRAUMA SYSTEM PLAN. THE ANNUAL TRAUMA PLAN UPDATE HAS BEEN SUBMITTED TO THE EMS AUTHORITY AND WAS APPROVED IN 2022.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should designate appropriate facilities or execute agreements with trauma facilities in other jurisdictions.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

D. **1.08 ALS Planning**

1. Minimum Standards:

- 1.1 Each local EMS agency shall plan for eventual provision of advanced life support services throughout its jurisdiction.
- 1.2 **OBJECTIVE MET. MERCED COUNTY IS A 100% ALS TRANSPORT PROVIDER COUNTY.**

E. **1.09 Inventory of Resources**

1. Minimum Standards:

- 1.1 Each local EMS agency shall develop a detailed inventory of EMS resources (e.g., personnel, vehicles, and facilities) within its area and, at least annually, shall update this inventory.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS AN INVENTORY OF ALL COUNTY-OWNED EMS VEHICLES, RESOURCES SUCH AS DISASTER SUPPLY CACHES, AND AMBULANCE STATION POSTING AND FIRE STATION LOCATIONS.**

F. **1.10 Special Populations**

1. Minimum Standards:

- 1.1 Each local EMS agency shall identify population groups served by the EMS system which require specialized services (e.g., elderly, handicapped, children, non-English speakers).
- 1.2 **OBJECTIVE MET. DURING FY2021/2022, MERCED COUNTY EMS HAS WORKED CLOSELY WITH THE MERCED COUNTY PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM (PHEP) IN AN EFFORT TO IDENTIFY SPECIAL POPULATIONS. AN “EMERGENCY CONTACTS BINDER” HAS BEEN CREATED AND DURING CY2023 RECEIVED ITS ANNUAL REVIEW AND UPDATE. EMERGENCY CONTACTS INCLUDING SPECIAL POPULATION’S LOCATIONS AND RELATED AGENCY REPRESENTATIVE CONTACTS ARE KEPT ON FILE AND UPDATED ANNUALLY.**

2. Recommended Guidelines:

- 2.1 Each local EMS agency should develop services, as appropriate, for special population groups served by the EMS system which require specialized services (e.g., elderly, handicapped, children, non-English speakers).
- 2.2 **MINIMUM STANDARD MET, RECOMMENDED GUIDELINE MET**
 - Long Range Plan

G. **1.11 System Participants**

1. Minimum Standards:

- 1.1 Each local EMS agency shall identify the optimal roles and responsibilities of system participants.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS CREATED AN EMSA-APPROVED GROUND AMBULANCE EXCLUSIVE OPERATING AREA THAT WENT INTO EFFECT JULY 1, 2020. EMS PARTICIPANTS STAY ABREAST OF THEIR ROLES BY PARTICIPATING IN EMS SANCTIONED EVENTS SUCH AS THE STATEWIDE MEDICAL/HEALTH DISASTER EXERCISE AND LOCAL EXERCISES. THE STATEWIDE EXERCISE IS CONDUCTED IN NOVEMBER EACH YEAR.**

2. Recommended Guidelines:

- 2.1 Each local EMS agency should ensure that system participants conform with their assigned EMS system roles and responsibilities, through mechanisms such as written agreements, facility designations, and exclusive operating areas.
- 2.2 **MINIMUM STANDARD MET, RECOMMENDED GUIDELINE MET**

3. Regulatory Activities:

A. **1.12 Review and Monitoring**

1. Minimum Standards:

- 1.1 Each local EMS agency shall provide for review and monitoring of EMS system operations.
- 1.2 **OBJECTIVE MET. IN THE YEAR 2019, MERCED COUNTY EMS AGENCY HIRED THE ABRIAS GROUP TO PROVIDE A COMPREHENSIVE REPORT ON THE STATUS OF THE COUNTY'S EMS SYSTEM THAT WENT INTO EFFECT JULY 1, 2020. THE PURPOSE OF THIS STUDY IS TO PROVIDE THE AGENCY AND ITS ALLIED STAKEHOLDERS WITH THIRD-PARTY INSIGHT OF THE FINANCIAL SUSTAINABILITY OF THE SYSTEM AND APPROPRIATE USE OF EMS RESOURCES. THE REPORT WAS COMPLETED AND PUBLISHED PUBLICLY ON SEPTEMBER 1, 2019. MERCED COUNTY EMS HAS INITIATED A COMPETITIVE RFP PROCESS FOR AN EXCLUSIVE PROVIDER OF ALS GROUND AMBULANCE SERVICE. THE ABOVE-MENTIONED ABRAIS GROUP WILL SERVE AS THE ROAD MAP FOR THE NEW RFP DEVELOPMENT.**

B. **1.13 Coordination**

1. Minimum Standards:

- 1.1 Each local EMS agency shall coordinate EMS system operations.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY IS THE LEAD ORGANIZATION FOR ALL EMS-RELATED ACTIVITIES AND OPERATIONS IN MERCED COUNTY.**

C. **1.14 Policy and Procedures Manual**

1. Minimum Standards:

- 1.1 Each local EMS agency shall develop a policy and procedures manual that includes all EMS agency policies and procedures. The agency shall ensure that the manual is available to all EMS system providers (including public safety agencies, ambulance services, and hospitals) within the system.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS ITS POLICY & PROCEDURE MANUAL ONLINE: [MERCED COUNTY EMSA P&P \(ACIDREMAP.COM\)](http://MERCED_COUNTY EMSA P&P (ACIDREMAP.COM))**

D. **1.15 Compliance With Policies**

1. Minimum Standards:

- 1.1 Each local EMS agency shall have a mechanism to review, monitor, and enforce compliance with system policies.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY'S MECHANISMS TO REVIEW, MONITOR AND ENFORCE COMPLIANCE WITH SYSTEM POLICIES IS ITS EMS CONTINUOUS QUALITY IMPROVEMENT PROGRAM AND ONLINE REPORTING TOOL WHICH CAN BE ACCESSED AT THIS URL: [FORM CENTER • MERCED COUNTY, CA • CIVICENGAGE \(COUNTYOFMERCED.COM\)](https://formcenter.mercedcounty.ca.gov/civicengage)**

4. **System Finances:**

A. **1.16 Funding Mechanism**

1. Minimum Standards:

- 1.1 Each local EMS agency shall have a funding mechanism, which is sufficient to ensure its continued operation and shall maximize use of its Emergency Medical Services Fund.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS UTILIZES COUNTY GENERAL FUNDS, MADDY FUNDS, PROVIDER FINES AND PENALTY FUNDS AND OTHER EMS REVENUES SUCH AS EMT CERTIFICATION FEES TO FUND ITS CONTINUED OPERATION.**

B. **1.17 Medical Direction**

1. Minimum Standards:

- 1.1 Each local EMS agency shall plan for medical direction within the EMS system. The plan shall identify the optimal number and role of base hospitals and alternative base stations and the roles, responsibilities, and relationships of pre-hospital and hospital providers.
- 1.2 **OBJECTIVE MET. MERCED COUNTY CONTRACTS WITH MERCY MEDICAL CENTER, MERCED TO PROVIDE BASE HOSPITAL DUTIES ON A 24/7 BASIS. THE CONTRACT IDENTIFIES THEIR ROLE OF THE BASE HOSPITAL, RESPONSIBILITIES AND RELATIONSHIPS OF PRE-HOSPITAL AND HOSPITAL PROVIDERS. THE ANNUAL EMS PLAN UPDATES ALSO IDENTIFY THESE ROLES ON A SYSTEM-WIDE BASIS.**

C. **1.18 QA/QI**

1. Minimum Standards:

- 1.1 Each local EMS agency shall establish a quality assurance/quality improvement (QA/QI) program. This may include use of provider-based programs which are approved by the local EMS Agency, and which are coordinated with other system participants.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS ESTABLISHED AN EMS QUALITY IMPROVEMENT (EQIP) PROGRAM THAT IS CONTAINED IN ITS EQIP THAT IS SUBMITTED AND EMSA-APPROVED ANNUALLY. THE EQIP ENCOURAGES ALL EMS PROVIDERS TO DEVELOP AND IMPLEMENT IN-HOUSE QUALITY IMPROVEMENT PROGRAMS THAT ARE SUBMITTED TO THE LEMSA FOR APPROVAL. THE CURRENTLY APPROVED EQIP IS VALID UNTIL 2024.**

2. Recommended Guidelines:

- 2.1 Pre-hospital care providers should be encouraged to establish in-house procedures, which identify methods of improving the quality of care provided.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

D. **1.19 Policies, Procedures, Protocols**

1. Minimum Standards:

- 1.1 Each local EMS agency shall develop written policies, procedures, and/or protocols.
- 1.2 **OBJECTIVE MET. THE EMS DISPATCH CENTER OPERATES AS A SECONDARY MEDICAL PUBLIC SAFETY ANSWERING POINT (PSAP) AND UTILIZES THE LATEST VERSIONS OF INTERNATIONAL ACADEMIES OF EMS DISPATCH PROTOCOLS WHICH INCLUDES PRE-ARRIVAL/POST-DISPATCH INSTRUCTIONS. MERCED COUNTY EMS AGENCY MAINTAINS ITS POLICY & PROCEDURE MANUAL AT THIS URL: [MERCED COUNTY EMSA P&P \(ACIDREMAP.COM\)](http://MERCED_COUNTY EMSA P&P (ACIDREMAP.COM))**

2. Recommended Guidelines:

- 2.1 Each local EMS agency should develop (or encourage the development of) pre-arrival/post-dispatch instructions.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

E. **1.20 DNR Policy**

1. Minimum Standards:

- 1.1 Each local EMS agency shall have a policy regarding "Do Not Resuscitate (DNR)" situations in the pre-hospital setting, in accordance with the EMS Authority's DNR guidelines.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS MAINTAINS A POLICY ON ADVANCED**

DIRECTIVES AT THIS URL: [MERCED COUNTY EMSA POLICY #535](#).

F. **1.21 Determination of Death**

1. Minimum Standards:

- 1.1 Each local EMS agency, in conjunction with the county coroner(s) shall develop a policy regarding determination of death, including deaths at the scene of apparent crimes.
- 1.2 **OBJECTIVE MET. A DETERMINATION OF DEATH POLICY HAS BEEN DEVELOPED AND IMPLEMENTED SYSTEM-WIDE. THE POLICY IS MAINTAINED AT THIS URL: [MERCED COUNTY EMSA POLICY #530](#).**

G. **1.22 Reporting of Abuse**

1. Minimum Standards:

- 1.1 Each local EMS agency shall ensure that providers have a mechanism for reporting child abuse, elder abuse, and suspected SIDS deaths.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS AN ONLINE INCIDENT REPORTING TOOL ON ITS WEB SITE THAT PROVIDES INSTRUCTIONS ON HOW TO REPORT CHILD, ELDER ABUSE AND SUSPECTED CASES OF SIDS DEATHS: [FORM CENTER • MERCED COUNTY, CA • CIVICENGAGE \(COUNTYOFMERCED.COM\)](#)**

- Short Range Plan

2. Needs:

- 2.1 **A POLICY THAT SPECIFICALLY ADDRESSES THE PROCESS TO REPORT SUSPECTED CASES OF CHILD AND ELDER ABUSE AND SIDS DEATH CASES.**

H. **1.23 Interfacility Transfer**

1. Minimum Standards:

- 1.1 The local EMS medical director shall establish policies and protocols for scope of practice of pre-hospital medical personnel during interfacility transfers.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS AN INTERFACILITY TRANSFER POLICY THAT DESCRIBES THE SCOPE OF PRACTICE FOR PRE-HOSPITAL MEDICAL PERSONNEL AT THIS URL: [MERCED COUNTY EMSA POLICY #520](#).**

5. Enhanced Level: Advanced Life Support:

A. 1.24 ALS Systems

1. Minimum Standards:

1.1 Advanced life support services shall be provided only as an approved part of a local EMS system and all ALS providers shall have written agreements with the local EMS agency.

1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS WRITTEN AGREEMENTS WITH ITS ONE (1) ALS PROVIDERS, SIERRA MEDICAL SERVICES ALLIANCE. THE AGREEMENTS ARE MADE AVAILABLE UPON REQUEST. EFFECTIVE JULY 1, 2020, MERCED COUNTY IS AN EXCLUSIVE OPERATING AREA FOR GROUND AMBULANCE TRANSPORT OPERATIONS AND IS SERVICED BY SIERRA MEDICAL SERVICES ALLIANCE (SEMSA).**

2. Recommended Guidelines:

2.1 Each local EMS agency, based on state approval, should, when appropriate, develop exclusive operating areas for ALS providers.

2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

B. 1.25 On-Line Medical Direction

1. Minimum Standards:

1.1 Each EMS system shall have on-line medical direction, provided by a base hospital (or alternative base station) physician, or authorized registered nurse/mobile intensive care nurse.

1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS TWO (2) SEPARATE POLICIES FOR ON-LINE MEDICAL DIRECTION. [POLICY #301 DESCRIBES BASE CONTACT.](#) [POLICY #501 DESCRIBES BASE HOSPITAL CRITERIA.](#)**

2. Recommended Guidelines:

2.1 Each EMS system should develop a medical control plan that determines: the base hospital configuration for the system, the process for selecting base hospitals, including a process for designation which allows all eligible facilities to apply, and the process for determining the need for in-house medical direction for provider agencies.

2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

6. Enhanced Level: Trauma Care System:

A. **1.26 Trauma System Plan**

1. Minimum Standards:

- 1.1 The local EMS agency shall develop a trauma care system plan, based on community needs and utilization of appropriate resources, which determines: the optimal system design for trauma care in the EMS area, and the process for assigning roles to system participants, including a process which allows all eligible facilities to apply.
- 1.2 **OBJECTIVE MET. MERCED COUNTY HAS AN EMSA-APPROVED TRAUMA SYSTEM PLAN. THE CURRENT ANNUAL UPDATE TO THE TRAUMA SYSTEM PLAN HAS BEEN APPROVED BY EMSA IN 2022.**

7. Enhanced Level: Pediatric Emergency Medical and Critical Care System:

A. **1.27 Pediatric System Plan**

1. Minimum Standards:

- 1.1 The local EMS agency shall develop a pediatric emergency medical and critical care system plan, based on community needs and utilization of appropriate resources, which determines: the optimal system design for pediatric emergency medical and critical care in the EMS area, and the process for assigning roles to system participants, including a process which allows all eligible facilities to apply.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY INCLUDES VALLEY CHILDREN'S HOSPITAL, MADERA, CA AS A DIRECT RECEIVING FACILITY FOR PEDIATRIC EMERGENCY MEDICAL AND TRAUMA CASES. [POLICY #402 DESCRIBES TRAUMA AND BURN](#) PATIENT DESTINATION CRITERIA FOR BOTH ADULT AND PEDIATRIC PATIENTS.**

8. Enhanced Level: Exclusive Operating Areas:

A. **1.28 EOA Plan**

1. Minimum Standards:

- 1.1 The local EMS agency shall develop and submit for State approval, a plan, based on community needs and utilization of appropriate resources, for granting of exclusive operating areas, that determines a) the optimal system design for ambulance service and advanced life support services in the EMS area, and b) the process for assigning roles to system participants, including a competitive process for implementation of exclusive operating areas.
- 1.2 **OBJECTIVE MET. UTILIZING THE COMPETITIVE RFP PROCESS, MERCED COUNTY EMS AGENCY HAS ESTABLISHED THE COUNTY IN ITS ENTIRETY AS AN EXCLUSIVE OPERATING AREA (EOA) FOR GROUND AMBULANCE THAT BECAME EFFECTIVE JULY 1, 2020.**

Staffing/Training:

1. Local EMS Agency:

A. 2.01 Assessment of Needs

1. Minimum Standards:

1.1 The local EMS agency shall routinely assess personnel and training needs.

1.2 **OBJECTIVE MET. MERCED COUNTY ASSESSES PERSONNEL AND TRAINING NEEDS BY DEVELOPING AFTER ACTION REPORTS (AAR) FOLLOWING ACTUAL EMERGENCY OR TRAINING/EXERCISE EVENTS.**

B. 2.02 Approval of Training

1. Minimum Standards:

1.1 The EMS Authority and/or local EMS agencies shall have a mechanism to approve EMS education programs that require approval (according to regulations) and shall monitor them to ensure that they comply with state regulations.

1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS A POLICY ON ITS WEB SITE DESCRIBING THE APPROVAL PROCESS FOR EMT AND PARAMEDIC TRAINING PROGRAMS. [POLICY #251 DESCRIBES THE APPROVAL PROCESS FOR EMT TRAINING PROGRAMS.](#) [POLICY #253 DESCRIBES THE APPROVAL PROCESS FOR PARAMEDIC TRAINING PROGRAMS.](#)**

C. 2.03 Personnel

1. Minimum Standards:

1.1 The local EMS agency shall have mechanisms to accredit, authorize, and certify pre-hospital medical personnel and conduct certification reviews, in accordance with state regulations. This shall include a process for pre-hospital providers to identify and notify the local EMS agency of unusual occurrences that could impact EMS personnel certification.

1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS POLICY ON ITS WEB SITE THAT DESCRIBES THE PROCESS FOR EMT CERTIFICATION AND PARAMEDIC ACCREDITATION. [POLICY #220 DESCRIBES EMT CERTIFICATION AND EMT RECERTIFICATION.](#) [POLICY #233 DESCRIBES PARAMEDIC ACCREDITATION.](#) [POLICY #240 DESCRIBES MICN AUTHORIZATION.](#) [POLICY #241 DESCRIBES MICN RE-AUTHORIZATION.](#)**

2. Dispatchers:

A. **2.04 Dispatch Training**

1. Minimum Standards:

1.1 Public safety answering point (PSAP) operators with medical responsibility shall have emergency medical orientation and all medical dispatch personnel (both public and private) shall receive emergency medical dispatch training in accordance with the EMS Authority's Emergency Medical Dispatch Guidelines.

1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS EMERGENCY MEDICAL DISPATCH AUTHORIZATION [POLICY# 201 WHICH DESCRIBES REQUIRED EMD DISPATCHER TRAINING AND TESTING.](#)**

2. Recommended Guidelines:

2.1 Public safety answering point (PSAP) operators with medical dispatch responsibilities and all medical dispatch personnel (both public and private) should be trained and tested in accordance with the EMS Authority's Emergency Medical Dispatch Guidelines.

2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

3. First Responders (Non-Transporting):

A. **2.05 First Responder Training**

1. Minimum Standards:

1.1 At least one person on each non-transporting EMS first response unit shall have been trained to administer first aid and CPR within the previous three years.

1.2 **OBJECTIVE MET. ALL FIRST RESPONDER PERSONNEL ARE REQUIRED BY THEIR RESPECTIVE EMPLOYER AGENCY TO HAVE BEEN TRAINED IN FIRST AID AND CPR INCLUDING THE USE OF AUTOMATED EXTERNAL DEFIBRILLATORS.**

2. Recommended Guidelines:

2.1 At least one person on each non-transporting EMS first response unit should be currently certified to provide defibrillation and have available equipment commensurate with such scope of practice, when such a program is justified by the response times for other ALS providers.

2.2 At least one person on each non-transporting EMS first response unit should be currently certified at the EMT level and have available equipment commensurate with such scope of practice.

2.3 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

B. **2.06 Response**

1. Minimum Standards:

- 1.1 Public safety agencies and industrial first aid teams shall be encouraged to respond to medical emergencies and shall be utilized in accordance with local EMS agency policies.
- 1.2 **OBJECTIVE MET. MERCED COUNTY'S EMS SYSTEM UTILIZES A TIERED RESPONSE TO MEDICAL EMERGENCIES THAT INCLUDE BLS FIRE RESPONSE BACKED UP BY ALS TRANSPORT RESPONSES BOTH BY AIR AND GROUND TRANSPORT PROVIDERS.**

C. **2.07 Medical Control**

1. Minimum Standards:

- 1.1 Non-transporting EMS first responders shall operate under medical direction policies, as specified by the local EMS agency medical director.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY REQUIRES ALL FIRST RESPONDER PERSONNEL TO PERFORM EMERGENCY MEDICAL CARE WITHIN THE SCOPE OF THEIR RESPECTIVE CERTIFICATIONS OR LICENSE/ACCREDITATION.**

4. **Transporting Personnel:**

A. **2.08 EMT-1 Training**

1. Minimum Standards:

- 1.1 All emergency medical transport vehicle personnel shall be currently certified at least at the EMT level.
- 1.2 **OBJECTIVE MET. ALL EMERGENCY MEDICAL TRANSPORT PERSONNEL ARE CURRENTLY CERTIFIED AT LEAST AT THE EMT LEVEL. ALS GROUND AMBULANCE TRANSPORT VEHICLES ARE STAFFED WITH ONE EMT AND ONE PARAMEDIC. BLS GROUND AMBULANCE TRANSPORT VEHICLES ARE STAFFED WITH TWO EMTS.**

2. Recommended Guidelines:

- 2.1 If advanced life support personnel are not available, at least one person on each emergency medical transport vehicle should be trained to provide defibrillation.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

5. Hospital:

A. **2.09 CPR Training**

1. Minimum Standards:

- 1.1 All allied health personnel who provide direct emergency patient care shall be trained in CPR.
- 1.2 **OBJECTIVE MET. ALL MERCED COUNTY EMPLOYER AGENCIES THAT PERFORM EMERGENCY MEDICAL CARE REQUIRE THE FIRST RESPONDER PERSONNEL TO BE TRAINED IN CPR AND THE USE OF AED.**

B. **2.10 Advanced Life Support**

1. Minimum Standards:

- 1.1 All emergency department physicians and registered nurses that provide direct emergency patient care shall be trained in advanced life support.
- 1.2 **OBJECTIVE MET. EMERGENCY DEPARTMENT PHYSICIANS AND REGISTERED NURSES ARE TRAINED IN ADVANCED LIFE SUPPORT BY RECEIVING TRAINING SUCH AS ACLS AND PALS.**

2. Recommended Guidelines:

- 2.1 All emergency department physicians should be certified by the American Board of Emergency Medicine.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

6. Enhanced Level: Advanced Life Support:

A. **2.11 Accreditation Process**

1. Minimum Standards:

- 1.1 The local EMS agency shall establish a procedure for accreditation of advanced life support personnel that includes orientation to system policies and procedures, orientation to the roles and responsibilities of providers within the local EMS system, testing in any optional scope of practice, and enrollment into the local EMS agency's quality assurance/quality improvement process.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS POLICY ON ITS WEB SITE THAT DESCRIBES THE PROCESS FOR PARAMEDIC (ALS) ACCREDITATION.**

B. **2.12 Early Defibrillation**

1. Minimum Standards:

- 1.1 The local EMS agency shall establish policies for local accreditation of public safety and other basic life support personnel in early defibrillation.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS [POLICY #215, PUBLIC SAFETY AED](#) PROVIDER ON ITS WEB SITE.**

C. **2.13 Base Hospital Personnel**

1. Minimum Standards:

- 1.1 All base hospital/alternative base station personnel who provide medical direction to pre-hospital personnel shall be knowledgeable about local EMS agency policies and procedures and have training in radio communications techniques.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY UTILIZES MICN PERSONNEL TO PROVIDE MEDICAL DIRECTION TO ALS AND BLS RESPONDERS. [POLICY #240, MICN AUTHORIZATION](#) DESCRIBES THE REQUIRED KNOWLEDGE, LICENSURE AND TRAINING.**

Communications:

1. **Communications Equipment:**

A. **3.01 Communication Plan**

1. Minimum Standards:

- 1.1 The local EMS agency shall plan for EMS communications. The plan shall specify the medical communications capabilities of emergency medical transport vehicles, non-transporting advanced life support responders, and acute care facilities and shall coordinate the use of frequencies with other users.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY, WITH THE PHEP PROGRAM, UPDATED ITS COMMUNICATIONS PLAN IN MID 2019. MED-NET 8 AND 9 ARE THE PRIMARY COMMUNICATION CHANNELS FOR TRANSPORT AGENCIES. CELLULAR PHONES ARE ROUTINELY USED TO COMMUNICATION BETWEEN TRANSPORT PERSONNEL AND THE BASE HOSPITAL OR RECEIVING FACILITY. MERCED COUNTY IS IN THE PROCESS OF UPGRADING THE COMMUNICATION INFRASTRUTURE, WHICH INCLUDE MED-8 AND MED-9.**

2. Recommended Guidelines:

- 2.1 The local EMS agency's communications plan should consider the availability and use of satellites and cellular telephones.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

B. **3.02 Radios**

1. Minimum Standards:

- 1.1 Emergency medical transport vehicles and non-transporting advanced life support responders shall have two-way radio communications equipment which complies with the local EMS communications plan, and which provides for dispatch and ambulance-to-hospital communication.
- 1.2 **OBJECTIVE MET. ALL MERCED COUNTY AUTHORIZED AIR AND GROUND AMBULANCE SERVICE PROVIDERS ARE EQUIPPED WITH TWO-WAY RADIOS TO PROVIDE COMMUNICATIONS BETWEEN THE TRANSPORT VEHICLES AND THE BASE HOSPITAL AND RECEIVING FACILITY. THERE IS AT LEAST ONE FIXED MOBILE AND ONE HAND-HELD PORTABLE RADIO ASSIGNED TO EACH TRANSPORT CAPABLE AMBULANCE AND ALS SUPERVISOR RESPONSE VEHICLES. LIKewise, NON-TRANSPORTING FIRST RESPONDER UNITS ARE ALSO EQUIPPED WITH AT LEAST ONE FIXED MOBILE AND ONE HAND-HELD PORTABLE RADIO CAPABLE OF COMMUNICATING WITH THE TRANSPORT CAPABLE UNITS.**

2. Recommended Guidelines:

- 2.1 Emergency medical transport vehicles should have two-way radio communications equipment that complies with the local EMS communications plan and that provides for vehicle-to-vehicle (including both ambulances and non-transporting first responder units) communication.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

C. **3.03 Interfacility Transfer**

1. Minimum Standards:

- 1.1 Emergency medical transport vehicles used for interfacility transfers shall have the ability to communicate with both the sending and receiving facilities. This could be accomplished by cellular telephone.
- 1.2 **OBJECTIVE MET. INTERFACILITY TRANSPORT VEHICLES HAVE ALL BEEN EQUIPPED WITH TWO-WAY RADIOS THAT ARE CAPABLE OF COMMUNICATIONS BETWEEN THE TRANSPORT VEHICLE AND THE SENDING AND RECEIVING FACILITY. CELLULAR PHONES ARE ALSO ROUTINELY USED FOR THIS PURPOSE. EACH VEHICLE IS EQUIPPED WITH AT LEAST ONE MOBILE AND ONE HANDHELD RADIO WITH PROPER RADIO FREQUENCIES PROGRAMMED.**

D. **3.04 Dispatch Center**

1. Minimum Standards:

- 1.1 All emergency medical transport vehicles where physically possible, (based on geography and technology), shall have the ability to communicate with a single dispatch center or disaster communications command post.
- 1.2 **OBJECTIVE MET. ALL AIR AND GROUND MEDICAL TRANSPORT VEHICLES IN MERCED COUNTY HAVE THE APPROPRIATE RADIO AND CELLULAR PHONE CAPABILITY TO COMMUNICATE WITH THE EMS DISPATCH CENTER AND OTHER RESPONDERS INCLUDING LAW ENFORCEMENT AND FIRE SERVICE PERSONNEL.**

E. **3.05 Hospitals**

1. Minimum Standards:

- 1.1 All hospitals within the local EMS system shall (where physically possible) have the ability to communicate with each other by two-way radio.
- 1.2 **OBJECTIVE MET. MERCED COUNTY HAS TWO (2) LOCAL HOSPITALS LOCATED APPROXIMATELY 40 MILES FROM EACH OTHER. THE HOSPITALS DO HAVE THE CAPABILITY TO COMMUNICATE BY RADIO WITH EACH OTHER. THIS IS ROUTINELY PERFORMED ON A DAILY BASIS.**

2. Recommended Guidelines:

- 2.1 All hospitals should have direct communications access to relevant services in other hospitals within the system (e.g., poison information, pediatric and trauma consultation).
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

F. **3.06 MCI/Disasters**

1. Minimum Standards:

- 1.1 The local EMS agency shall review communications linkages among providers (pre-hospital and hospital) in its jurisdiction for their capability to provide service in the event of multi-casualty incidents and disasters.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY, WITH THE PHEP PROGRAM, UPDATED ITS COMMUNICATIONS PLAN IN MID 2016 AND PERFORMED AN ANNUAL REVIEW IN 2017. MED-NET 8 AND 9 ARE THE PRIMARY COMMUNICATION CHANNELS. CELLULAR PHONES ARE ROUTINELY USED TO COMMUNICATIONS BETWEEN TRANSPORT PERSONNEL AND THE BASE OR RECEIVING FACILITY. COMMUNICATIONS LINKAGES ARE USED DAILY AND ARE FULLY FUNCTIONAL.**

2. Public Access:

A. **3.07 9-1-1 Planning/Coordination**

1. Minimum Standards:

- 1.1 The local EMS agency shall participate in ongoing planning and coordination of the 9-1-1 telephone service.
- 1.2 **OBJECTIVE MET. ENHANCED 9-1-1 SERVICES AND TEXT TO 9-1-1 HAVE BEEN DISCUSSED. TEXT TO 9-1-1 IS ANTICIPATED TO BE INSTALLED IN MERCED COUNTY BY THE END OF THE CURRENT FISCAL YEAR (JUNE 30, 2019). THIS WAS COMPLETED AND IS CURRENTLY IN PLACE.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should promote the development of enhanced 9-1-1 systems.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

B. **3.08 9-1-1 Public Education**

1. Minimum Standards:

- 1.1 The local EMS agency shall be involved in public education regarding the 9-1-1 telephone service as it impacts system access.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY ENCOURAGES ITS STAKEHOLDER SYSTEM PARTICIPANTS TO EDUCATE THE PUBLIC ON APPROPRIATE USE OF THE 9-1-1 SYSTEM WHEN POSSIBLE.**

3. Resource Management

A. **3.09 Dispatch Triage**

1. Minimum Standards:

- 1.1 The local EMS agency shall establish guidelines for proper dispatch triage that identifies appropriate medical response.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS DISPATCH CENTER UTILIZES THE LATEST VERSION OF DISPATCH CARDS. DURING 2016 AND 2017, THE EMS MEDICAL DIRECTOR HAS REVIEWED THE CARDS AND HAS APPROVED ALL RESPONSES AND TRIAGE RECOMMENDATIONS. VERSION 13 IS THE CURRENT VERSION USED IN MERCED COUNTY.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should establish an emergency medical dispatch priority reference system, including systemized caller interrogation, dispatch triage policies, and pre-arrival instructions.

2.2 MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE

B. 3.10 Integrated Dispatch

1. Minimum Standards:

1.1 The local EMS system shall have a functionally integrated dispatch with system-wide emergency services coordination, using standardized communications frequencies.

1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY AUTHORIZES A SECONDARY MEDICAL PUBLIC SAFETY ANSWERING POINT (PSAP) WHICH IS STAFFED AND OPERATED BY THE EXCLUSIVE GROUND AMBULANCE SERVICE PROVIDER. THE GROUND AMBULANCE SERVICE PROVIDER MAINTAINS DAILY AND WEEKLY SHIFT SCHEDULES AND USES THE SYSTEM STATUS MANAGEMENT METHOD TO PLAN FOR SYSTEM-WIDE AMBULANCE COVERAGE.**

2. Recommended Guidelines:

2.1 The local EMS agency should develop a mechanism to ensure appropriate system-wide ambulance coverage during periods of peak demand.

2.2 MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE

Response/Transportation:

1. Universal Level:

A. 4.01 Service Area Boundaries

1. Minimum Standards:

1.1 The local EMS agency shall determine the boundaries of emergency medical transportation service areas.

1.2 **OBJECTIVE MET. USING THE COMPETITIVE RFP BID PROCESS, THE MERCED COUNTY EMS AGENCY ESTABLISHED ITS EXCLUSIVE OPERATING AREA FOR GROUND AMBULANCE EMS TRANSPORTATION, WHICH INCORPORATES ALL CITIES AND TOWNSHIPS OF MERCED COUNTY AS WELL AS ALL UNINCORPORATED AREAS. LOCATED IN CENTRAL CALIFORNIA, MERCED COUNTY IS BORDERED BY SANTA CLARA COUNTY TO THE NORTHWEST, STANISLAUS COUNTY TO THE NORTH, TUOLUMNE AND MARIPOSA COUNTIES TO THE EAST, MADERA AND FRESNO COUNTIES TO THE SOUTH, AND SAN BENITO COUNTY TO THE WEST. THE COUNTY AMBULANCE ORDINANCE WAS LAST UPDATED IN NOVEMBER 2014.**

2. Recommended Guidelines:

2.1 The local EMS agency should secure a county ordinance or similar mechanism for establishing emergency medical transport service areas (e.g., ambulance response zones).

2.2 MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE

B. **4.02 Monitoring**

1. Minimum Standards:

- 1.1 The local EMS agency shall monitor emergency medical transportation services to ensure compliance with appropriate statutes, regulations, policies, and procedures.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY UTILIZES THE PROVISIONS OF THE COUNTY AMBULANCE ORDINANCE AS THE MECHANISM OF LICENSING EMERGENCY MEDICAL TRANSPORT SERVICES. ALL EMS PROVIDERS, TRANSPORT AND NON-TRANSPORT, ARE REQUIRED TO USE EMS AGENCY POLICIES AS A MEANS TO ENSURE COMPLIANCE WITH APPROPRIATE STATUTES, REGULATIONS, POLICIES AND PROCEDURES. THE COUNTY AMBULANCE ORDINANCE WAS LAST UPDATED IN NOVEMBER 2014.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should secure a county ordinance or similar mechanism for licensure of emergency medical transport services. These should be intended to promote compliance with overall system management and should, wherever possible, replace any other local ambulance regulatory programs within the EMS area.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

C. **4.03 Classifying Medical Requests**

1. Minimum Standards:

- 1.1 The local EMS agency shall determine criteria for classifying medical requests (e.g., emergent, urgent, and non-emergent) and shall determine the appropriate level of medical response to each.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS DISPATCH CENTER UTILIZES EMERGENCY MEDICAL DISPATCH CARDS TO CLASSIFY CALLS FOR SERVICE INTO 4 SEPARATE AND DISTINCT CATEGORIES:**
 - **PRIORITY 1 – LIFE THREATENING EMERGENCY**
 - **PRIORITY 2 – NON-LIFE THREATENING EMERGENCY**
 - **PRIORITY 3 – NON-EMERGENCY**
 - **PRIORITY 4 – INTERFACILITY TRANSFER**

D. **4.04 Prescheduled Responses**

1. Minimum Standards:

- 1.1 Service by emergency medical transport vehicles that can be prescheduled without negative medical impact shall be provided only at levels that permit compliance with local EMS agency policy.
- 1.2 **OBJECTIVE MET. THE EXCLUSIVE PROVISION OF INTERFACILITY TRANSFERS ARE APPROVED FOR 9-1-1 SYSTEM EMERGENCY TRANSPORT VEHICLES PROVIDED THE EMERGENCY MEDICAL SYSTEM IS NOT NEGATIVELY IMPACTED. INTERFACILITY TRANSFERS OCCURRING OUTSIDE THE MERCED COUNTY JURISDICTION ARE NOT APPROVED TO BE PROVIDED BY MERCED COUNTY 9-1-1 SYSTEM AMBULANCES.**

E. **4.05 Response Time Standards**

1. Minimum Standards:

- 1.1 Each local EMS agency shall develop response time standards for medical responses. These standards shall take into account the total time from receipt of call at the primary public safety answering point (PSAP) to arrival of the responding unit at the scene, including all dispatch time intervals and driving time.
- 1.2 **EFFECTIVE JANUARY 1, 2015, MERCED COUNTY METRO-URBAN AREA RESPONSE TIME WILL BE ESTABLISHED BY CAL EMSA-APPROVED COMPETITIVE BID PROCESS AT ≤10:59 AND ≤19:59 IN SUBURBAN/RURAL AREAS FOR PRIORITY 1 AND 2 RESPONSES. ALSO, EFFECTIVE JANUARY 1, 2015, MERCED COUNTY METRO-URBAN AREA RESPONSE TIME WILL BE ESTABLISHED BY CAL EMSA-APPROVED COMPETITIVE BID PROCESS AT ≤19:59 AND ≤29:59 IN SUBURBAN/RURAL AREAS FOR PRIORITY 2 RESPONSES. PRIORITY 3 AND 4 RESPONSES REQUIRES IMMEDIATE RESPONSE, HOWEVER CAN BE HELD OR PENDED DUE TO SYSTEM REQUIREMENTS.**

2. Recommended Guidelines:

- 2.1 Emergency medical service areas (response zones) shall be designated so that, for ninety percent of emergency responses, response times shall not exceed:

	Metropolitan/Urban Area	Suburban/Rural Area	Wilderness Area
BLS and CPR Capable First Responder	5 minutes	15 minutes	As quickly as possible
Early Defibrillation – Capable Responder	5 minutes	As quickly as possible	As quickly as possible
ALS Capable Responder (not functioning as first responder)	8 minutes	20 minutes	As quickly as possible
EMS Transportation Unit (not functioning as first responder)	8 minutes	20 minutes	As quickly as possible

2.2 **MEETS MINIMUM STANDARD RECOMMENDED GUIDELINE NOT MET**

F. **4.06 Staffing**

1. Minimum Standards:

- 1.1 All emergency medical transport vehicles shall be staffed and equipped according to current state and local EMS agency regulations and appropriately equipped for the level of service provided.
- 1.2 **OBJECTIVE MET. ALL EMERGENCY MEDICAL TRANSPORT VEHICLES IN MERCED COUNTY ARE EQUIPPED ACCORDING TO EMS AGENCY [POLICY #431, ALS EQUIPMENT](#) AND SUPPLY INVENTORY WHICH IS MAINTAINED ON ITS WEB SITE.**

G. **4.07 First Responder Agencies**

1. Minimum Standards:

- 1.1 The local EMS agency shall integrate qualified EMS first responder agencies (including public safety agencies and industrial first aid teams) into the system.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS INTEGRATED ALL FIRST RESPONSE FIRE AGENCIES INTO THE EMS SYSTEM.**

H. **4.08 Medical and Rescue Aircraft**

1. Minimum Standards:

- 1.1 The local EMS agency shall have a process for categorizing medical and rescue aircraft and shall develop policies and procedures regarding authorization of aircraft to be utilized in pre-hospital patient care, requesting of EMS aircraft, dispatching of EMS aircraft, determination of EMS aircraft patient destination, orientation of pilots and medical flight crews to the local EMS system, and addressing and resolving formal complaints regarding EMS aircraft.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS A POLICY ON THE UTILIZATION AND CATEGORIZING OF EMS AIRCRAFT. EMS [POLICY #470 DESCRIBES EMS AIRCRAFT UTILIZATION](#) AND IS MAINTAINED ON THE EMS AGENCY WEB SITE.**

I. **4.09 Air Dispatch Center**

1. Minimum Standards:

- 1.1 The local EMS agency shall designate a dispatch center to coordinate the use of air ambulances or rescue aircraft.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS UTILIZES A SECONDARY PUBLIC SAFETY ANSWERING POINT (PSAP) THAT IS STAFFED AND OPERATED BY THE EXCLUSIVE OPERATOR OF GROUND AMBULANCE SERVICES IN MERCED COUNTY, SIERRA MEDICAL SERVICES ALLIANCE (SEMSA). THIS SECONDARY PSAP IS CAPABLE OF COMMUNICATING AND COORDINATING WITH ALL LOCAL GROUND AND AIR AMBULANCE SERVICE PROVIDERS.**

J. **4.10 Aircraft Availability**

1. Minimum Standards:

- 1.1 The local EMS agency shall identify the availability and staffing of medical and rescue aircraft for emergency patient transportation and shall maintain written agreements with aeromedical services operating within the EMS area.
- 1.2 **OBJECTIVE MET. EFFECTIVE OCTOBER 1, 2022, MERCED COUNTY HAS ENTERED INTO A WRITTEN 5-YEAR AGREEMENT WITH TWO AIR AMBULANCE SERVICE PROVIDER, AIR METHODS, CORP., AND CALSTAR/ REACH.**

K. **4.11 Specialty Vehicles**

1. Minimum Standards:

- 1.1 Where applicable, the local EMS agency shall identify the availability and staffing of all-terrain vehicles, snow mobiles, and water rescue and transportation vehicles.
- 1.2 **OBJECTIVE MET. THE MERCED COUNTY SHERIFFS OFFICE MAINTAINS A SEARCH AND RESCUE TEAM THAT WOULD PROVIDE ALL-TERRAIN VEHICLES AND WATER RESCUE WHEN REQUESTED BY EMS PERSONNEL. THE MERCED CITY FIRE DEPARTMENT ALSO HAS AVAILABLE WATER RESCUE TEAM PERSONNEL AND EQUIPMENT.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should plan for response by and use of all-terrain vehicles, snow mobiles, and water rescue vehicles areas where applicable. This plan should consider existing EMS resources, population density, environmental factors, dispatch procedures and catchment area.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

L. **4.12 Disaster Response**

1. Minimum Standards:

- 1.1 The local EMS agency, in cooperation with the local office of emergency services (OES), shall plan for mobilizing response and transport vehicles for disaster.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS PARTICIPATED IN SEVERAL DRILLS, TRAININGS AND EXERCISES WITH COUNTY OES THAT HAVE LED TO THE DEVELOPMENT OF VARIOUS PLANS FOR EMS RESPONSE NEEDS DURING DISASTERS.**

M. **4.13 Intercounty Response**

1. Minimum Standards:

- 1.1 The local EMS agency shall develop agreements permitting inter-county response of emergency medical transport vehicles and EMS personnel.
- 1.2 **MERCED COUNTY EMS DOES HAVE AGREEMENTS WITH CONTIGUOUS COUNTIES THAT ALLOW DAY-TO-DAY MUTUAL AID RESPONSES ACROSS COUNTY LINES. HOWEVER, THERE ARE NO FORMAL WRITTEN AGREEMENTS THAT IDENTIFY FINANCIAL RESPONSIBILITY FOR LONGER-TERM MUTUAL AID RESPONSES.**
 - **DEVELOP MEMORANDUM OF AGREEMENTS WITH CONTIGUOUS COUNTIES THAT WILL IDENTIFY FINANCIAL RESPONSIBILITY FOR LONG-TERM MUTUAL AID RESPONSES.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should encourage and coordinate development of mutual aid agreements that identify financial responsibility for mutual aid responses.
- 2.2 **MEETS MINIMUM STANDARD RECOMMENDED GUIDELINE NOT MET**
 - Long Range Plan

N. **4.14 Incident Command System**

1. Minimum Standards:

- 1.1 The local EMS agency shall develop multi-casualty response plans and procedures that include provision for on-scene medical management using the Incident Command System.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY AS WELL AS ALL FIRST RESPONSE PARTNERS UTILIZE THE INCIDENT COMMAND SYSTEM FOR ALL EMERGENCY RESPONSES AND IS USED ON A DAILY BASIS.**

O. **4.15 MCI Plans**

1. Minimum Standards:

- 1.1 Multi-casualty response plans and procedures shall utilize state standards and guidelines.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS HAS DEVELOPED A MULTI-CASUALTY INCIDENT (MCI) RESPONSE PLAN WHICH UTILIZES STATE STANDARDS AND GUIDELINES. EMS [POLICY #910 DESCRIBES MCI OPERATIONS](#) AND IS MAINTAINED ON THE AGENCY WEB SITE.**

2. Enhanced Level: Advanced Life Support:

A. 4.16 ALS Staffing

1. Minimum Standards:

- 1.1 All ALS ambulances shall be staffed with at least one person certified at the advanced life support level and one person staffed at the EMT-I level.
- 1.2 **OBJECTIVE MET. ALL MERCED COUNTY ALS GROUND AMBULANCES ARE STAFFED WITH A MINIMUM OF ONE PARAMEDIC (ALS) AND ONE EMT (BLS) RESPONDER. THE EMS AGENCY, AT THIS TIME, DOES NOT RECOMMEND STAFFING ALS GROUND AMBULANCES WITH TWO (2) PARAMEDICS. UNDER THE CURRENT CONFIGURATION, ALL AMBULANCE EMT STAFF ARE TRAINED IN THE PERFORMANCE OF DEFIBRILLATION USING AN AUTOMATED EXTERNAL DEFIBRILLATOR (AED).**

2. Recommended Guidelines:

- 2.1 The local EMS agency should determine whether advanced life support units should be staffed with two ALS crew members or with one ALS and one BLS crew member.
- 2.2 On an emergency ALS unit which is not staffed with two ALS crew members, the second crew member should be trained to provide defibrillation, using available defibrillators.
- 2.3 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

B. 4.17 ALS Equipment

1. Minimum Standards:

- 1.1 All emergency ALS ambulances shall be appropriately equipped for the scope of practice of their level of staffing.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS HAD DEVELOPED AN INVENTORY SUPPLY POLICY THAT ENSURES ALL EMERGENCY ALS AMBULANCES ARE EQUIPPED FOR THE LEVEL OF STAFFING OF ONE PARAMEDIC AND ONE EMT. EMS [POLICY #431, ALS UNIT EQUIPMENT](#) AND SUPPLY INVENTORY, IS MAINTAINED ON THE AGENCY WEB SITE.**

3. Enhanced Level: Ambulance Regulation:

A. **4.18 Compliance**

1. Minimum Standards:

- 1.1 The local EMS agency shall have a mechanism (e.g., an ordinance and/or written provider agreements) to ensure that EMS transportation agencies comply with applicable policies and procedures regarding system operations and clinical care.
- 1.2 **OBJECTIVE MET. MERCED COUNTY BOARD OF SUPERVISORS HAS ADOPTED COUNTY CODE/ORDINANCE 9.44 THAT ENSURES ALL AMBULANCE SERVICE PROVIDERS (AIR AND GROUND) COMPLY WITH EMS AGENCY POLICIES AND PROCEDURES.**

4. Enhanced Level: Exclusive Operating Permits:

A. **4.19 Transportation Plan**

1. Minimum Standards:

- 1.1 Any local EMS agency that desires to implement exclusive operating areas, pursuant to Section 1797.224, H&S Code, shall develop an EMS transportation plan which addresses: a) minimum standards for transportation services; b) optimal transportation system efficiency and effectiveness; and c) use of a competitive bid process to ensure system optimization.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS HAS DESIGNATED MERCED COUNTY IN ITS ENTIRETY AS AN EXCLUSIVE OPERATING AREA (EOA) FOR ALS AND BLS GROUND AMBULANCE TRANSPORTATION SERVICES. THE EOA WAS ESTABLISHED USING THE COMPETITIVE REQUEST FOR PROPOSALS (RFP) BID PROCESS. THE RFP SET THE MINIMUM STANDARDS FOR TRANSPORTATION SERVICES AND SET THE STANDARDS FOR TRANSPORT SYSTEM EFFICIENCY AND EFFECTIVENESS. THE RFP CAN BE DOWNLOADED FROM THE MERCED COUNTY WEB SITE: [HTTP://WWW.CO.MERCED.CA.US/BIDS.ASPX?BIDID=455](http://www.co.merced.ca.us/bids.aspx?bidid=455) AND IS ALSO INCLUDED IN THIS EMS PLAN AS APPENDIX A.**

B. **4.20 "Grandfathering"**

1. Minimum Standards:

- 1.1 Any local EMS agency which desires to grant an exclusive operating permit without use of a competitive process shall document in its EMS transportation plan that its existing provider meets all of the requirements for non-competitive selection ("grandfathering") under Section 1797.224, H&SC.
- 1.2 **OBJECTIVE MET. EFFECTIVE JULY 1, 2020, MERCED COUNTY EMS AGENCY ESTABLISHED MERCED COUNTY IN ITS ENTIRETY AS AN EXCLUSIVE OPERATING AREA (EOA) FOR ALS AND BLS GROUND AMBULANCE TRANSPORTATION SERVICES. THE EOA WAS ESTABLISHED USING THE COMPETITIVE BID REQUEST FOR PROPOSALS (RFP) PROCESS.**

C. **4.21 EOA Compliance**

1. Minimum Standards:

- 1.1 The local EMS agency shall have a mechanism to ensure that EMS transportation and/or advanced life support agencies to whom exclusive operating permits have been granted, pursuant to Section 1797.224, H&SC, comply with applicable policies and procedures regarding system operations and patient care.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS HAS DEVELOPED AN ANNUAL EMS CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN THAT WAS EMSA-APPROVED IN 2022. THE PLAN SERVES AS THE WORKING DOCUMENT TO THE LOCAL CQI COMMITTEE. THE CQI COMMITTEE SERVES AS AN OVERSIGHT COMMITTEE TO THE EMS AGENCY TO ASSIST IN ENSURING PROVIDER AGENCIES COMPLY WITH ESTABLISHED EMS POLICY AND PROCEDURE.**
 - Short Range Plan: CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN NEEDS TO BE RESUBMITTED TO EMSA. THIS WILL OCCUR BY THE END OF 2024.

D. **4.22 EOA Evaluation**

1. Minimum Standards:

- 1.1 The local EMS agency shall periodically evaluate the design of exclusive operating areas.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS, DURING THE 2016 YEAR, SECURED THE SERVICES OF PAGE, WOLFBERG AND WIRTH, AN EMS CONSULTING LAW FIRM, TO ANALYZE THE EMS SYSTEM AND EOA. THE RESULTING REPORT SERVES AS A FORMAL ANALYSIS OF HOW WELL THE SYSTEM IS PERFORMING AND INCLUDES VARIOUS RECOMMENDATIONS. THE REPORT WAS PUBLICALLY RELEASED IN FEBRUARY 2017 AND CAN BE FOUND AT THE FOLLOWING EMS AGENCY WEB SITE:**
[HTTP://WWW.CO.MERCED.CA.US/DOCUMENTCENTER/HOME/VIEW/16902](http://www.co.merced.ca.us/documentcenter/home/view/16902)

Facilities/Critical Care:

1. Universal Level:

A. 5.01 Assessment of Capabilities

1. Minimum Standards:

1.1 The local EMS agency shall assess and periodically reassess the EMS related capabilities of acute care facilities in its service area.

1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY, THROUGH ITS ESTABLISHED EMS CONTINUOUS QUALITY IMPROVEMENT PLAN AND PROCESS, ROUTINELY REVIEWS THE SERVICES THAT THE LOCAL ACUTE CARE HOSPITALS PROVIDE TO THE EMS RESPONDERS.**

2. Recommended Guidelines:

2.1 The local EMS agency should have written agreements with acute care facilities in its service area.

2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

B. 5.02 Triage and Transfer Protocols

1. Minimum Standards:

1.1 The local EMS agency shall establish pre-hospital triage protocols and shall assist hospitals with the establishment of transfer protocols and agreements.

1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY UTILIZES S.T.A.R.T. TRIAGE AS ITS BASIS TO SORT PATIENTS AT MULTIPLE PATIENT EVENTS. [EMS POLICY #402](#) ESTABLISHES APPROPRIATE PATIENT DESTINATIONS AND IS MAINTAINED ON THE AGENCY WEB SITE.**

1.3 **DURING 2016, A TRAUMA TRANSFER PROTOCOL WAS DEVELOPED AND SHARED WITH THE LOCAL MERCED COUNTY HOSPITALS. THE PROTOCOL IS INTENDED TO ASSIST IN THE HOSPITAL'S DECISION-MAKING PROCESS OF WHEN IT IS APPROPRIATE TO TRANSFER A TRAUMA PATIENT FROM THEIR FACILITY TO A TRAUMA CENTER. THE PROTOCOL IS FOUND ON THE EMS AGENCY WEB SITE:**
[HTTP://WWW.CO.MERCED.CA.US/DOCUMENTCENTER/HOME/VIEW/16778](http://www.co.merced.ca.us/documentcenter/home/view/16778)

C. **5.03 Transfer Guidelines**

1. Minimum Standards:

- 1.1 The local EMS agency, with participation of acute care hospital administrators, physicians, and nurses, shall establish guidelines to identify patients who should be considered for transfer to facilities of higher capability and shall work with acute care hospitals to establish transfer agreements with such facilities.
- 1.2 **OBJECTIVE MET. MERCED COUNTY DOES NOT HAVE SPECIALTY FACILITIES AVAILABLE SUCH AS, STEMI OR TRAUMA CENTERS. TRANSFER GUIDELINES HAVE BEEN ESTABLISHED THAT ENSURE THAT TRAUMA PATIENTS ARE TRANSFERRED TO TRAUMA CENTERS IN MODESTO FROM THE FIELD. STEMI PATIENTS WILL ALSO BE TRANSFERRED FROM THE FIELD TO ONE OF THE STEMI CENTERS IN TURLOCK OR MODESTO. PATIENTS IN THE LOCAL RECEIVING FACILITIES ARE TRANSFERRED BY ALS OR CCT INTERFACILITY TRANSFERS AS DEEMED NECESSARY BY THE SENDING PHYSICIAN.**

D. **5.04 Specialty Care Facilities**

1. Minimum Standards:

- 1.1 The local EMS agency shall designate and monitor receiving hospitals and, when appropriate, specialty care facilities for specified groups of emergency patients.
- 1.2 **OBJECTIVE MET. MERCED COUNTY HAS TWO (2) LOCAL HOSPITALS. MERCED COUNTY EMS AGENCY HAS DESIGNATED ONE HOSPITAL AS THE BASE HOSPITAL AND THE OTHER AS A RECEIVING FACILITY.**

E. **5.05 Mass Casualty Management**

1. Minimum Standards:

- 1.1 The local EMS agency shall encourage hospitals to prepare for mass casualty management.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AND THE COUNTY PHEP PROGRAM RECOMMENDS THAT THE TWO (2) LOCAL HOSPITALS PARTICIPATE IN THE ANNUAL STATEWIDE MEDICAL/HEALTH DISASTER EXERCISE EACH YEAR. THIS EXERCISE IDENTIFIES GAPS IN MCI PREPARATIONS THAT ARE WORKED ON TO MAKE SYSTEM IMPROVEMENTS IN HOSPITAL COMMUNICATIONS AND PATIENT FLOW.**

2. RECOMMENDED GUIDELINES:

- 2.1 The local EMS agency should assist hospitals with preparation for mass casualty management, including procedures for coordinating hospital communications and patient flow.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

F. **5.06 Hospital Evacuation**

1. Minimum Standards:

- 1.1 The local EMS agency shall have a plan for hospital evacuation, including its impact on other EMS system providers.
- 1.2 **OBJECTIVE MET. THE TWO (2) LOCAL HOSPITALS PLAN FOR AND EXERCISE HOSPITAL EVACUATION. MERCED COUNTY EMS AGENCY CONSULTS WITH THE HOSPITALS TO ENSURE THAT LOCAL TRANSPORTATION NEEDS ARE MET WHILE NOT HAVING A NEGATIVE IMPACT UPON THE EMERGENCY 9-1-1 SYSTEM.**

2. **Enhanced Level: Advanced Life Support:**

A. **5.07 Base Hospital Designation**

1. Minimum Standards:

- 1.1 The local EMS agency shall, using a process which allows all eligible facilities to apply, designate base hospitals or alternative base stations as it determines necessary to provide medical direction of pre-hospital personnel.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS DEVELOPED [EMS POLICY #501](#) WHICH DESCRIBES THE CRITERIA TO DESIGNATE BASE HOSPITALS. THE POLICY IS MAINTAINED ON THE AGENCY WEB SITE.**

3. **Enhanced Level: Trauma Care System:**

A. **5.08 Trauma System Design**

1. Minimum Standards:

- 1.1 Local EMS agencies that develop trauma care systems shall determine the optimal system (based on community need and available resources) including, but not limited to: the number and level of trauma centers (including the use of trauma centers in other counties), the design of catchment areas (including areas in other counties, as appropriate), with consideration of workload and patient mix, identification of patients who should be triaged or transferred to a designated center, including consideration of patients who should be triaged to other specialty care centers, the role of non-trauma center hospitals, including those that are outside of the primary triage area of the trauma center, and a plan for monitoring and evaluation of the system.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS A WRITTEN AND EMSA-APPROVED TRAUMA PLAN THAT DETERMINES THAT THE OPTIMAL TRAUMA SYSTEM FOR MERCED COUNTY IS TO TRANSFER PATIENTS THAT MEET PRE-ESTABLISHED TRAUMA CRITERIA TO LEVEL II TRAUMA CENTERS LOCATED IN MODESTO.**

B. **5.09 Public Input**

1. Minimum Standards:

- 1.1 In planning its trauma care system, the local EMS agency shall ensure input from both pre-hospital and hospital providers and consumers.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY CONSIDERS INPUT FROM HOSPITALS, PRE-HOSPITAL RESPONDERS AND THE EMERGENCY MEDICAL CARE COMMITTEE RECOMMENDATIONS WHEN THE ANNUAL TRAUMA SYSTEM PLAN UPDATE IS DEVELOPED.**

4. **Enhanced Level: Pediatric Emergency Medical and Critical Care System:**

A. **5.10 Pediatric System Design**

1. Minimum Standards:

- 1.1 Local EMS agencies that develop pediatric emergency medical and critical care systems shall determine the optimal system, including: the number and role of system participants, particularly of emergency departments, the design of catchment areas (including areas in other counties, as appropriate), with consideration of workload and patient mix, identification of patients who should be primarily triaged or secondarily transferred to a designated center, including consideration of patients who should be triaged to other specialty care centers, identification of providers who are qualified to transport such patients to a designated facility, identification of tertiary care centers for pediatric critical care and pediatric trauma, the role of non-pediatric specialty care hospitals including those which are outside of the primary triage area, and a plan for monitoring and evaluation of the system.
- 1.2 **OBJECTIVE MET. MERCED COUNTY DOES NOT HAVE A PEDIATRIC CRITICAL CARE FACILITY LOCATED WITHIN ITS EMS SYSTEM. CRITICAL PEDIATRIC PATIENTS ARE TRANSFERRED DIRECTLY FROM THE FIELD OR A HOSPITAL TO VALLEY CHILDREN'S HOSPITAL, MADERA. VALLEY CHILDREN'S HOSPITAL HAS BEEN DESIGNATED AS A LEVEL II PEDIATRIC TRAUMA CENTER BY CENTRAL CALIFORNIA EMS AGENCY.**

B. **5.11 Emergency Departments**

1. Minimum Standards:

- 1.1 Local EMS agencies shall identify minimum standards for pediatric capability of emergency departments including staffing, training, equipment, identification of patients for whom consultation with a pediatric critical care center is appropriate, quality assurance/quality improvement, and data reporting to the local EMS agency.
- 1.2 **OBJECTIVE MET. THE MERCED COUNTY EMS SYSTEM IS CAPABLE OF HANDLING BASIC EMERGENCY CARE TO PEDIATRIC PATIENTS. HIGHER LEVELS OF EMERGENCY PEDIATRIC CARE ARE TRANSPORTED TO VALLEY CHILDREN'S HOSPITAL, MADERA COUNTY.**

2. Recommended Guidelines:

- 2.1 Local EMS agencies should develop methods of identifying emergency departments which meet standards for pediatric care and for pediatric critical care centers and pediatric trauma centers.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

C. **5.12 Public Input**

1. Minimum Standards:

- 1.1 In planning its pediatric emergency medical and critical care system, the local EMS agency shall ensure input from both pre-hospital and hospital providers and consumers.
- 1.2 **OBJECTIVE MET. WHEN THE PATIENT DESTINATION POLICY IS DUE FOR UPDATE, INPUT FROM HOSPITALS AND PRE-HOSPITAL RESPONDERS WILL BE SOLICITED.**

5. **Enhanced Level: Other Specialty Care Systems:**

A. **5.13 Specialty System Design**

1. Minimum Standards:

- 1.1 Local EMS agencies developing specialty care plans for EMS-targeted clinical conditions shall determine the optimal system for the specific condition involved, including: the number and role of system participants, the design of catchment areas (including inter-county transport, as appropriate) with consideration of workload and patient mix, identification of patients who should be triaged or transferred to a designated center, the role of non-designated hospitals including those which are outside of the primary triage area, and a plan for monitoring and evaluation of the system.
- 1.2 **OBJECTIVE MET. MERCED COUNTY DOES NOT HAVE SPECIALTY CARE FACILITIES SUCH AS STEMI OR TRAUMA CENTERS.**

B. **5.14 Public Input**

1. Minimum Standards:

- 1.1 In planning other specialty care systems, the local EMS agency shall ensure input from both pre-hospital and hospital providers and consumers.
- 1.2 **OBJECTIVE MET.**

Data Collection/System Evaluation:

1. **Universal Level:**

A. **6.01 QA/QI Program**

1. Minimum Standards:

- 1.1 The local EMS agency shall establish an EMS quality assurance/quality improvement (QA/QI) program to evaluate the response to emergency medical incidents and the care provided to specific patients. The programs shall address the total EMS system, including all pre-hospital provider agencies, base hospitals, and receiving hospitals. It shall address compliance with policies, procedures, and protocols, and identification of preventable morbidity and mortality, and shall utilize state standards and guidelines. The program shall use provider based QA/QI programs and shall coordinate them with other providers.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY HAS DEVELOPED AN ANNUAL EMS CONTINUOUS QUALITY IMPROVEMENT PLAN THAT WAS EMSA-APPROVED IN 2022. THE AGENCY HAS THE ABILITY TO PULL SPECIFIC PATIENT CRITERIA FOR EVALUATION FROM ITS EPCR SYSTEM, "ESO."**

2. Recommended Guidelines:

- 2.1 The local EMS agency should have the resources to evaluate response to, and the care provided to, specific patients.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

B. **6.02 Prehospital Records**

1. Minimum Standards:

- 1.1 Pre-hospital records for all patient responses shall be completed and forwarded to appropriate agencies as defined by the local EMS agency.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY REQUIRES AN ELECTRONIC PATIENT CARE RECORD BE COMPLETED FOR EVERY PATIENT CONTACT. [EMS POLICY #540](#), DOCUMENTATION OF PATIENT CONTACT IS MAINTAINED ON THE AGENCY WEB SITE.**

C. **6.03 Prehospital Care Audits**

1. Minimum Standards:

- 1.1 Audits of pre-hospital care, including both system response and clinical aspects, shall be conducted.
- 1.2 **OBJECTIVE: TO PARTNER WITH THE SAN JOAQUIN COMMUNITY HEALTH INFORMATION EXCHANGE ORGANIZATION FOR THE BI-LATERAL EXCHANGE OF PATIENT CARE INFORMATION BETWEEN EMS, THE TWO (2) LOCAL HOSPITALS AND OTHER HEALTHCARE STAKEHOLDERS.**

2. Needs:

2.1 **HEALTH INFORMATION EXCHANGE**

3. **Recommended Guidelines:**

- 3.1 **The local EMS agency should have a mechanism to link pre-hospital records with dispatch, emergency department, in-patient, and discharge records.**
- 3.2 **MEETS MINIMUM STANDARD RECOMMENDED GUIDELINE NOT MET.**
 - Long Range Plan

D. **6.04 Medical Dispatch**

1. Minimum Standards:

- 1.1 The local EMS agency shall have a mechanism to review medical dispatching to ensure that the appropriate level of medical response is sent to each emergency and to monitor the appropriateness of pre-arrival/post-dispatch directions.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY EMS DISPATCH CENTER HAS THE CAPABILITY TO MONITOR MEDICAL DISPATCHING BY RECORDED AUDIO. DETERMINING APPROPRIATE LEVEL OF MEDICAL RESPONSE CAN BE MADE IN REAL TIME BY MONITORING RADIO TRAFFIC OR RETROACTIVELY BY REVIEWING RECORDED AUDIO.**

E. **6.05 Data Management Systems**

1. Minimum Standards:

- 1.1 The local EMS agency shall establish a data management system that supports its system-wide planning and evaluation (including identification of high-risk patient groups) and the QA/QI audit of the care provided to specific patients. It shall be based on state standards.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS SEVERAL DATA MANAGEMENT SYSTEMS DESIGNED TO EVALUATE RESPONSE AND PATIENT CARE.**
 - **THE “FIRSTWATCH” SYSTEM MONITORS RESPONSE TIME COMPLIANCE.**
 - **“ESO” IS THE ELECTRONIC PATIENT CARE REPORT SYSTEM FOR MONITORING PATIENT CARE.**
 - **EMRESOURCE MONITORS THE CURRENT STATUS OF THE EMS SYSTEM BY MONITORING SUCH THINGS AS HOSPITAL BED AVAILABILITY.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should establish an integrated data management system which includes system response and clinical (both pre- hospital and hospital) data.
- 2.2 The local EMS agency should use patient registries, tracer studies, and other monitoring systems to evaluate patient care at all stages of the system.
- 2.3 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINE**

F. **6.06 System Design Evaluation**

1. Minimum Standards:

- 1.1 The local EMS agency shall establish an evaluation program to evaluate EMS system design and operations, including system effectiveness at meeting community needs, appropriateness of guidelines and standards, prevention strategies that are tailored to community needs, and assessment of resources needed to adequately support the system. This shall include structure, process, and outcome evaluations, utilizing state standards and guidelines.
- 1.2 **OBJECTIVE MET. THE MERCED COUNTY EMERGENCY MEDICAL CARE COMMITTEE (EMCC) ISSUES AN ANNUAL REPORT ON ITS OBSERVATION OF THE EMS SYSTEM’S PERFORMANCE AS DIRECTED IN CALIFORNIA HEALTH & SAFETY CODE SECTIONS 1797. 274 AND 1797.276. ANNUALLY, THE EMCC REPORTS ON THE EMS SYSTEM DESIGN AND OPERATIONS AND COMMUNITY NEEDS.**

G. **6.07 Provider Participation**

1. Minimum Standards:

- 1.1 The local EMS agency shall have the resources and authority to require provider participation in the system-wide evaluation program.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY IS FORTUNATE THAT ALL OF ITS EMS PROVIDERS, BOTH BLS AND ALS, ARE ACTIVE PARTICIPANTS IN THE EMS SYSTEM.**

H. **6.08 Reporting**

1. Minimum Standards:

- 1.1 The local EMS agency shall, at least annually, report on the results of its evaluation of EMS system design and operations to the Board(s) of Supervisors, provider agencies, and Emergency Medical Care Committee(s).
- 1.2 **OBJECTIVE MET. THE MERCED COUNTY EMERGENCY MEDICAL CARE COMMITTEE (EMCC) ISSUES AN ANNUAL REPORT TO THE EMS AGENCY AND BOARD OF SUPERVISORS ON ITS OBSERVATION OF THE EMS SYSTEM'S PERFORMANCE AS DIRECTED IN CALIFORNIA HEALTH & SAFETY CODE SECTIONS 1797.274 AND 1797.276. ANNUALLY, THE EMCC REPORTS ON THE EMS SYSTEM DESIGN AND OPERATIONS AND COMMUNITY NEEDS.**

2. **Enhanced Level: Advanced Life Support:**

A. **6.09 ALS Audit**

1. Minimum Standards:

- 1.1 The local EMS agency's integrated data management system should include pre-hospital, base hospital, and receiving hospital data.
- 1.2 **OBJECTIVE MET. MERCED COUNTY'S EMS DATA MANAGEMENT SYSTEM INCLUDES DATA PROVIDED FROM PRE-HOSPITAL, BASE AND RECEIVING HOSPITALS.**

2. Recommended Guidelines:

- 2.1 The local EMS agency's integrated data management system should include pre-hospital, base hospital, and receiving hospital data.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

3. Enhanced Level: Trauma Care System:

A. **6.10 Trauma System Evaluation**

1. Minimum Standards:

- 1.1 The local EMS agency, with participation of acute care providers, shall develop a trauma system evaluation and data collection program, including: a trauma registry, a mechanism to identify patients whose care fell outside of established criteria, and a process for identifying potential improvements to the system design and operation.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY PARTICIPATES IN THE QUARTERLY STANISLAUS COUNTY TRAUMA AUDIT COMMITTEE, THE MERCED COUNTY TRAUMA AUDIT COMMITTEE, AND THE QUARTERLY CENTRAL REGIONAL TRAUMA COORDINATING COMMITTEE OF CALIFORNIA. IMPROVEMENT TO SYSTEM DESIGN AND OPERATIONS ARE DISCUSSED AT THESE MEETINGS.**

B. **6.11 Trauma Center Data**

1. Minimum Standards:

- 1.1 The local EMS Agency shall ensure that designated trauma centers provide required data to the EMS agency, including patient specific information that is required for quality assurance/quality improvement and system evaluation.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY RECEIVES QA/CQI INFORMATION FROM TRAUMA CENTERS UPON REQUEST.**



Public Information and Education:

1. Universal Level:

A. 7.01 Public Information Materials

1. Minimum Standards:

- 1.1 The local EMS agency shall promote the development and dissemination of information materials for the public that addresses: understanding of EMS system design and operation, proper access to the system, self-help (e.g., CPR, first aid, etc.), patient and consumer rights as they relate to the EMS system, health and safety habits as they relate to the prevention and reduction of health risks in target areas, and appropriate utilization of emergency departments.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY IS AWARE OF THE IMPORTANCE OF COMMUNITY EDUCATION AS IT RELATES TO THE APPROPRIATE ACCESS AND USE OF THE 9-1-1 SYSTEM. MERCED COUNTY EMS AGENCY WORKS CLOSELY WITH THE COUNTY PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM TO OFFER TRAININGS AND INSTRUCTION TO ITS COMMUNITY HEALTHCARE PARTNERSHIP.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should promote targeted community education programs on the use of emergency medical services in its service area.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

B. 7.02 Injury Control

1. Minimum Standards:

- 1.1 The local EMS agency, in conjunction with other local health education programs, shall work to promote injury control and preventive medicine.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY WORKS CLOSELY WITH THE COUNTY PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM TO OFFER INJURY CONTROL AND PREVENTATIVE MEDICINE TRAININGS AND INSTRUCTION TO ITS COMMUNITY HEALTHCARE PARTNERSHIP.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should promote the development of special EMS educational programs for targeted groups at high risk of injury or illness.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

C. **7.03 Disaster Preparedness**

1. Minimum Standards:

- 1.1 The local EMS agency, in conjunction with the local office of emergency services, shall promote citizen disaster preparedness activities.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY ROUTINELY MEETS WITH COUNTY OFFICE OF EMERGENCY SERVICES TO PLAN RESPONSES TO LOCAL DISASTERS SUCH AS FLOOD, EARTHQUAKE AND FIRE. CITIZEN AND STAKEHOLDER DISASTER PREPAREDNESS IS A KEY FUNCTION OF THE PLANNING PROCESS.**

2. Recommended Guidelines:

- 2.1 The local EMS agency, in conjunction with the local office of emergency services (OES), should produce and disseminate information on disaster medical preparedness.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

D. **7.04 First Aid and CPR Training**

1. Minimum Standards:

- 1.1 The local EMS agency shall promote the availability of first aid and CPR training for the general public.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY WITH THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM PROMOTES FIRST AID AND CPR TRAINING AS PROVIDED BY THE GROUND AMBULANCE SERVICE PROVIDER, SIERRA MEDICAL SERVICES ALLIANCE. SINCE THE LAST EMS PLAN UPDATE, THE MERCED COUNTY EMS AGENCY HAS TRAINED TWO (2) EMPLOYEES AS BLS CPR INSTRUCTORS.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should adopt a goal for training an appropriate percentage of the general public in first aid and CPR. A higher percentage should be achieved in high-risk groups.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

Disaster Medical Response:

1. Universal Level:

A. 8.01 Disaster Medical Planning

1. Minimum Standards:

- 1.1 In coordination with the local office of emergency services (OES), the local EMS agency shall participate in the development of medical response plans for catastrophic disasters, including those involving toxic substances.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY, IN CONJUNCTION WITH COUNTY OFFICE OF EMERGENCY SERVICES, HAS PARTICIPATED IN THE DEVELOPMENT OF THE COUNTY ALL-HAZARD EMERGENCY OPERATIONS PLAN THAT INCLUDES HAZARDOUS/TOXIC MATERIALS. THE MERCED COUNTY EMS AGENCY HAS ALSO PARTNERED WITH THE COUNTY ENVIRONMENTAL HEALTH DIVISION FOR THE AREA PLAN UPDATE THAT OCCURRED IN 2017.**

B. 8.02 Response Plans

1. Minimum Standards:

- 1.1 Medical response plans and procedures for catastrophic disasters shall be applicable to incidents caused by a variety of hazards, including toxic substances.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY, IN CONJUNCTION WITH COUNTY OFFICE OF EMERGENCY SERVICES, HAS PARTICIPATED IN THE DEVELOPMENT OF THE COUNTY ALL-HAZARD EMERGENCY OPERATIONS PLAN THAT INCLUDES HAZARDOUS/TOXIC MATERIALS. THE COUNTY ALL-HAZARD PLAN HAS BEEN APPROVED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES.**

2. Recommended Guidelines:

- 2.1 The California Office of Emergency Services' multi-hazard functional plan should serve as the model for the development of medical response plans for catastrophic disasters.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

C. 8.03 Hazmat Training

1. Minimum Standards:

- 1.1 All EMS providers shall be properly trained and equipped for response to hazardous materials incidents, as determined by their system role and responsibilities.
- 1.2 **OBJECTIVE MET. MERCED COUNTY FIRST RESPONSE AGENCIES ARE TRAINED IN HAZ-MAT FIRST RESPONDER AWARENESS AT A MINIMUM. MERCED COUNTY FIRE DEPARTMENT MAINTAINS AND RESPONDS A TRAINED HAZARDOUS MATERIALS RESPONSE TEAM.**

D. **8.04 Incident Command System**

1. Minimum Standards:

- 1.1 Medical response plans and procedures for catastrophic disasters shall use the Incident Command System (ICS) as the basis for field management.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS RESPONDERS USE THE INCIDENT COMMAND SYSTEM (ICS), NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) TO MANAGE DISASTERS. ICS, NIMS, AND SEMS TRAINING IS CONDUCTED ANNUALLY BY THE COUNTY OFFICE OF EMERGENCY SERVICES. ICS 100 AND 200 ARE SELF-PACED ONLINE TRAINING PROGRAMS WHILE ICS 300 AND 400 IS OFFERED BI-ANNUALLY.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should ensure that ICS training is provided for all medical providers.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

E. **8.05 Distribution of Casualties**

1. Minimum Standards:

- 1.1 The local EMS agency, using state guidelines, shall establish written procedures for distributing disaster casualties to the medically most appropriate facilities in its service area.

2. Coordination With Other EMS Agencies:

- 2.1 **TO IDENTIFY APPROPRIATE RECEIVING FACILITIES FOR RECEIPT AND TREATMENT OF PATIENTS WITH RADIATION AND CHEMICAL CONTAMINATION AND INJURIES, MERCED COUNTY EMS AGENCY WILL CONSULT AND COORDINATE WITH BOTH CENTRAL CALIFORNIA AND STANISLAUS COUNTY EMS AGENCIES.**

3. Needs:

- 3.1 **MODIFY THE CURRENT PATIENT DESTINATION POLICY.**

4. Objective:

- 4.1 **TO DEVELOP A PATIENT DESTINATION POLICY THAT IDENTIFIES FACILITIES CAPABLE OF RECEIVING AND TREATING PATIENTS WITH RADIATION AND CHEMICAL CONTAMINATION AND INJURIES.**

5. Recommended Guidelines:

- 5.1 The local EMS agency, using state guidelines, and in consultation with Regional Poison Centers, should identify hospitals with special facilities and capabilities for receipt and



treatment of patients with radiation and chemical contamination and injuries.

5.2 **MEETS MINIMUM STANDARD DOES NOT MEET RECOMMENDED GUIDELINES.**

- Long Range Plan

F. **8.06 Needs Assessment**

1. Minimum Standards:

- 1.1 The local EMS agency, using state guidelines, shall establish written procedures for early assessment of needs and shall establish a means for communicating emergency requests to the state and other jurisdictions.
- 1.2 **OBJECTIVE MET. THE MEDICAL HEALTH OPERATIONAL AREA COORDINATOR (MHOAC) PROGRAM IS ESTABLISHED WITHIN MERCED COUNTY EMS AGENCY. A MHOAC PLAN HAS BEEN DEVELOPED WHICH PRESCRIBES THAT EARLY ASSESSMENT OF NEEDS SHALL BE COMPLETED AS SOON AS PRACTICAL ON UNUSUAL OR LARGE SCALE EVENTS AND REPORTED TO THE REGION V REGIONAL DISASTER MEDICAL HEALTH SPECIALIST (RDMHS).**

2. Recommended Guidelines:

- 2.1 The local EMS agency's procedures for determining necessary outside assistance should be exercised yearly.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

G. **8.07 Disaster Communications**

1. Minimum Standards:

- 1.1 A specific frequency (e.g., CALCORD) or frequencies shall be identified for interagency communication and coordination during a disaster.
- 1.2 **OBJECTIVE MET. MERCED COUNTY OES HAS ESTABLISHED THAT A LOCAL FREQUENCY, "XMD," BE UTILIZED AS THE COMMAND FREQUENCY FOR LOCAL DISASTER RESPONSE. WHEN OUTSIDE AGENCIES RESPOND INTO MERCED COUNTY, CALCORD IS THE FREQUENCY ASSIGNED TO ALL RESPONSE AGENCIES AND PERSONNEL.**

H. **8.08 Inventory of Resources**

1. Minimum Standards:

1.1 The local EMS agency, in cooperation with the local OES, shall develop an inventory of appropriate disaster medical resources to respond to multi-casualty incidents and disasters likely to occur in its service area.

1.2 **DURING 2016, A RESOURCE DIRECTORY OF LOCAL EMS CACHE SUPPLIES WAS CREATED. THE INVENTORY IS CATALOGED ACCORDING TO STORAGE LOCATION. WHEN SUPPLIES ARE REQUESTED FROM A CACHE, A PICK LIST CAN BE CREATED TO ALLOW FOR RAPID LOCATION AND ITEM IDENTIFICATION. THE INVENTORY RECEIVED AN ANNUAL REVIEW AND UPDATE IN 2021.**

2. Recommended Guidelines:

3. The local EMS agency should ensure that emergency medical providers and health care facilities have written agreements with anticipated providers of disaster medical resources.

3.1 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

I. **8.09 DMAT Teams**

1. Minimum Standards:

1.1 The local EMS agency shall establish and maintain relationships with DMAT teams in its area.

1.2 **OBJECTIVE MET. THERE ARE NO DMAT TEAMS IN MERCED COUNTY. OES REGION V IS THE CONTACT POINT FOR MERCED COUNTY SHOULD THE NEED FOR A DMAT TEAM RESPONSE BE IDENTIFIED.**

2. Recommended Guidelines:

2.1 The local EMS agency should support the development and maintenance of DMAT teams in its area.

2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

J. **8.10 Mutual Aid Agreements**

1. Minimum Standards:

1.1 The local EMS agency shall ensure the existence of medical mutual aid agreements with other counties in its OES region and elsewhere, as needed, that ensure sufficient emergency medical response and transport vehicles, and other relevant resources will be made available during significant medical incidents and during periods of extraordinary system demand.

1.2 MEETS MINIMUM STANDARD

- Long Range Plan
- **THE MERCED COUNTY EMS AGENCY'S GOAL IS TO STRENGTHEN LOCAL COORDINATION WITHIN THE PUBLIC HEALTH AND MEDICAL SYSTEM DURING UNUSUAL EVENTS AND EMERGENCIES THAT HAVE PUBLIC HEALTH OR MEDICAL IMPACT. THE MERCED COUNTY LEMSA UTILIZES SEMS, NIMS, THE CALIFORNIA PUBLIC HEALTH AND MEDICAL EMERGENCY OPERATIONS MANUAL (EOM), THE CALIFORNIA MASTER MUTUAL AID AGREEMENT AND ACTIVELY PARTICIPATES IN THE MEDICAL HEALTH OPERATIONAL AREA COORDINATOR (MHOAC) PROGRAM AS ITS GOVERNANCE OPERATING MODELS TO RESPOND TO LOCAL AND REGIONAL EMERGENCIES THAT HAVE PUBLIC HEALTH OR MEDICAL IMPACT. THE MERCED COUNTY LEMSA COORDINATES EMERGENCY RESPONSE EFFORTS WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH THROUGH THE LOCAL PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) PROGRAM AND THE MEDICAL HEALTH OPERATIONAL AREA COORDINATOR (MHOAC) PROGRAM. THE MERCED COUNTY LEMSA AND MERCED COUNTY PHEP PROGRAMS ROUTINELY PARTICIPATE IN THE PLANNING AND EXECUTION OF LOCAL DRILLS AND EXERCISES, WHICH ALL MEET HOMELAND SECURITY EXERCISE AND EVALUATION PROGRAM (HSEEP) STANDARDS.**

1.3 Need(s):

- **A LOCAL PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) HEALTHCARE COALITION MEDICAL HEALTH MUTUAL AID AND EMERGENCY RESPONSE PLAN.**
- **A REGIONAL (REGION V) MEDICAL HEALTH MUTUAL AID AND EMERGENCY RESPONSE PLAN.**

1.4 Objective:

- **TO WORK IN PARTNERSHIP WITH THE LOCAL PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) HEALTHCARE COALITION TO DEVELOP AN MOU FOR A LOCAL MEDICAL HEALTH MUTUAL AID AND EMERGENCY RESPONSE PLAN.**
- **TO WORK WITH OES REGION V RDHMC/S AND MHOAC PROGRAMS TO DEVELOP A REGIONAL MEDICAL HEALTH MUTUAL AID AND EMERGENCY RESPONSE PLAN.**

K. **8.11 CCP Designation**

1. Minimum Standards:

- 1.1 The local EMS agency, in coordination with the local OES and county health officer(s), and using state guidelines, shall designate Alternate Care Sites (ACS).
- 1.2 **OBJECTIVE MET. ALTERNATE CARE SITES HAVE BEEN IDENTIFIED IN MERCED COUNTY.**

L. **8.12 Establishment of CCP**

1. Minimum Standards:

- 1.1 The local EMS agency, in coordination with the local OES, shall develop plans for establishing Casualty Collection Points (CCP) and a means for communicating with them.
- 1.2 **OBJECTIVE MET. CASUALTY COLLECTION POINTS ARE IDENTIFIED IN THE MERCED COUNTY EMERGENCY OPERATIONS PLAN.**

M. **8.13 Disaster Medical Training**

1. Minimum Standards:

- 1.1 The local EMS agency shall review the disaster medical training of EMS responders in its service area, including the proper management of casualties exposed to and/or contaminated by toxic or radioactive substances.
- 1.2 **OBJECTIVE MET. DECONTAMINATION TECHNIQUES AND EQUIPMENT ARE PLANNED FOR IN SYSTEM-WIDE TRAINING ACTIVITIES.**

2. Recommended Guidelines:

3. The local EMS agency should ensure that EMS responders are appropriately trained in disaster response, including the proper management of casualties exposed to or contaminated by toxic or radioactive substances.

- 3.1 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

N. **8.14 Hospital Plans**

1. Minimum Standards:

- 1.1 The local EMS agency shall encourage all hospitals to ensure that their plans for internal and external disasters are fully integrated with the county's medical response plan(s).
- 1.2 **OBJECTIVE MET. THE TWO (2) LOCAL MERCED COUNTY HOSPITALS EACH HAVE DISASTER PLANS. THE LOCAL HOSPITALS PARTICIPATE IN THE ANNUAL STATEWIDE MEDICAL HEALTH DISASTER EXERCISE IN A COLLABORATIVE APPROACH TO DISASTER MANAGEMENT.**

2. Recommended Guidelines:

- 2.1 At least one disaster drill per year conducted by each hospital should involve other hospitals, the local EMS agency, and pre-hospital medical care agencies.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

O. **8.15 Interhospital Communications**

1. Minimum Standards:

- 1.1 The local EMS agency shall ensure that there is an emergency system for inter-hospital communications, including operational procedures.
- 1.2 **OBJECTIVE MET. THE TWO (2) LOCAL MERCED COUNTY HOSPITALS HAVE THE CAPABILITY TO COMMUNICATE WITH EACH OTHER VIA RADIO AND TELEPHONE/FAX.**

P. **8.16 Prehospital Agency Plans**

1. Minimum Standards:

- 1.1 The local EMS agency shall ensure that all pre-hospital medical response agencies and acute-care hospitals in its service area, in cooperation with other local disaster medical response agencies, have developed guidelines for the management of significant medical incidents and have trained their staffs in their use.
- 1.2 **OBJECTIVE MET. SINCE THE LAST EMS PLAN UPDATE, A MEDICAL-SURGE PLAN HAS BEEN DEVELOPED IN COOPERATION WITH THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM. A REAL WORLD MEDICAL-SURGE EXERCISE WAS CONDUCTED DURING A FLOOD EVENT FOR THE 2023 YEAR.**

2. Recommended Guidelines:

- 2.1 The local EMS agency should ensure the availability of training in management of significant medical incidents for all pre-hospital medical response agencies and acute-care hospital staffs in its service area.
- 2.2 **MEETS MINIMUM STANDARD AND RECOMMENDED GUIDELINES**

2. Enhanced Level: Advanced Life Support:

A. **8.17 ALS Policies**

1. Minimum Standards:

- 1.1 The local EMS agency shall ensure that policies and procedures allow advanced life support personnel and mutual aid responders from other EMS systems to respond and function during significant medical incidents.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY'S POLICY FOR RESPONDERS FROM OUTSIDE EMS SYSTEMS IS TO ALLOW THEM TO FUNCTION USING THEIR HOME EMS SYSTEM'S FIELD TREATMENT POLICIES, PROCEDURES AND MEDICAL PROTOCOLS.**

3. Specialty Care Systems:

A. **8.18 Specialty Center Roles**

1. Minimum Standards:

- 1.1 Local EMS agencies developing trauma or other specialty care systems shall determine the role of identified specialty centers during a significant medical incident and the impact of such incidents on day-to-day triage procedures.
- 1.2 **OBJECTIVE MET. MERCED COUNTY'S TRAUMA SYSTEM RECOMMENDS TRANSPORTING PATIENTS THAT MEET PREDETERMINED TRAUMA CRITERIA TO BE TRANSPORTED FROM THE FIELD OR A HOSPITAL EMERGENCY DEPARTMENT DIRECTLY TO TRAUMA CENTERS LOCATED IN MODESTO.**

4. Enhanced Level: Exclusive Operating Areas/Ambulance Regulations:

A. **8.19 Waiving Exclusivity**

1. Minimum Standards:

- 1.1 Local EMS agencies which grant exclusive operating permits shall ensure that a process exists to waive the exclusivity in the event of a significant medical incident.
- 1.2 **OBJECTIVE MET. MERCED COUNTY EMS AGENCY MAINTAINS [EMS POLICY #910](#), MULTI-CASUALTY INCIDENTS, ON ITS WEB SITE. EMS POLICY #910 STATES THAT EXCLUSIVITY MAY BE WAIVED IN THE EVENT OF DISASTER OR OTHER LARGE SCALE EVENT AS DETERMINED BY THE EMS AGENCY.**

Summary of System Status: 2023

This section provides a summary of how the Merced County Emergency Medical Services System meets the State of California's EMS Systems Standards and Guidelines. An "x" placed in the first column indicates that the current system does not meet the State's minimum standard. An "x" placed in the second or third column indicates that the system meets either the minimum or recommended standard. An "x" is placed in one of the last two columns to indicate the time frame the agency has established for either meeting the standard or revising the current status. A complete narrative description of each standard along with the objective for establishing compliance is included in the System Needs and Plan Objectives Section of this plan.

Merced County EMSA System Assessment Table

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Agency Administration:						
1.01	LEMSA Structure		x	n/a		
1.02	LEMSA Mission		x	n/a		
1.03	Public Input		x	n/a		
1.04	Medical Director		x	x		
Planning Activities:						
1.05	System Plan		x	n/a		
1.06	Annual Plan Update		x	n/a		
1.07	Trauma Planning		x	x		
1.08	ALS Planning		x	n/a		
1.09	Inventory of Resources		x	n/a		
1.10	Special Populations		x	x		x
1.11	System Participants		x	x		
Regulatory Activities:						
1.12	Review & Monitoring		x	n/a		
1.13	Coordination		x	n/a		
1.14	Policy & Procedures Manual		x	n/a		
1.15	Compliance w/Policies		x	n/a		

System Finances:

1.16	Funding Mechanism		x	n/a		
1.17	Medical Direction		x	n/a		
1.18	QA/QI		x	x		
1.19	Policies Procedures, Protocols		x	x		
1.20	DNR Policy		x	n/a		
1.21	Determination of Death		x	n/a		
1.22	Reporting of Abuse		x	n/a	x	
1.23	Interfacility Transer		x	n/a		
Enhanced Level: Advanced Life Support						
1.24	ALS Systems		x	x		
1.25	On-Line Medical Direction		x	x		
Enhanced Level: Trauma Care System:						
1.26	Trauma System Plan		x	n/a		
Enhanced Level: Pediatric Emergency Medical and Critical Care System:						
1.27	Pediatric System Plan		x	n/a		
Enhanced Level: Exclusive Operating Areas:						
1.28	EOA Plan		x	n/a		

A. STAFFING/TRAINING

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Local EMS Agency:						
2.01	Assessment of Needs		x	n/a		
2.02	Approval of Training		x	n/a		
2.03	Personnel		x	n/a		
Dispatchers:						
2.04	Dispatch Training		x	x		
First Responders (non-transporting):						
2.05	First Responder Training		x	x		
2.06	Response		x	n/a		
2.07	Medical Control		x	n/a		
Transporting Personnel:						
2.08	EMT-I Training		x	x		
Hospital:						
2.09	CPR Training		x	n/a		
2.10	Advanced Life Support		x	x		
Enhanced Level: Advanced Life Support:						
2.11	Accreditation Process		x	n/a		
2.12	Early Defibrillation		x	n/a		
2.13	Base Hospital Personnel		x	n/a		

B. COMMUNICATIONS

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Communications Equipment:						
3.01	Communication Plan		x	x		
3.02	Radios		x	x		
3.03	Interfacility Transfer		x	n/a		
3.04	Dispatch Center		x	n/a		
3.05	Hospitals		x	x		
3.06	MCI/Disasters		x	n/a		
Public Access:						
3.07	9-1-1 Planning/Coordination		x	x		
3.08	9-1-1 Public Education		x	n/a		
Resource Management:						
3.09	Dispatch Triage		x	x		
3.10	Integrated Dispatch		x	x		

C. RESPONSE/TRANSPORTATION

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:						
4.01	Service Area Boundaries		x	x		
4.02	Monitoring		x	x		
4.03	Classifying Medical Requests		x	n/a		
4.04	Prescheduled Responses		x	n/a		
4.05	Response Time		x	n/a		
4.06	Staffing		x	n/a		
4.07	First Responder Agencies		x	n/a		

4.08	Medical & Rescue Aircraft		x	n/a		
4.09	Air Dispatch Center		x	n/a		
4.10	Aircraft Availability		x	n/a		
4.11	Specialty Vehicles		x	x		
4.12	Disaster Response		x	n/a		
4.13	Intercounty Response		x	no		x
4.14	Incident Command System		x	n/a		
4.15	MCI Plans		x	n/a		
Enhanced Level: Advanced Life Support:						
4.16	ALS Staffing		x	x		
4.17	ALS Equipment		x	n/a		
Enhanced Level: Ambulance Regulation:						
4.18	Compliance		x	n/a		
Enhanced Level: Exclusive Operating Permits:						
4.19	Transportation Plan		x	n/a		
4.20	“Grandfathering”		x	n/a		
4.21	Compliance		x	n/a	x	
4.22	Evaluation		x	n/a		

D. FACILITIES/CRITICAL CARE

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:						
5.01	Assessment of Capabilities		x	x		
5.02	Triage & Transfer Protocols		x	n/a		
5.03	Transfer Guidelines		x	n/a		
5.04	Specialty Care Facilities		x	n/a		
5.05	Mass Casualty Management		x	x		
5.06	Hospital Evacuation		x	n/a		

Enhanced Level: Advanced Life Support:						
5.07	Base Hospital Designation		x	n/a		
Enhanced Level: Trauma Care System:						
5.08	Trauma System Design		x	n/a		
5.09	Public Input		x	n/a		
Enhanced Level: Pediatric Emergency Medical and Critical Care System:						
5.10	Pediatric System Design		x	n/a		
5.11	Emergency Departments		x	x		
5.12	Public Input		x	n/a		
Enhanced Level: Other Specialty Care Systems:						
5.13	Specialty System Design		x	n/a		
5.14	Public Input		x	n/a		

F. DATA COLLECTION/SYSTEM EVALUATION

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:						
6.01	QA/QI Program		x	x		
6.02	Prehospital Records		x	n/a		
6.03	Prehospital Care Audits		x	no		x
6.04	Medical Dispatch		x	n/a		
6.05	Data Management System		x	x		
6.06	System Design Evaluation		x	n/a		
6.07	Provider Participation		x	n/a		
6.08	Reporting		x	n/a		
Enhanced Level: Advanced Life Support:						
6.09	ALS Audit		x	x		
Enhanced Level: Trauma Care System:						
6.10	Trauma System Evaluation		x	n/a		
6.11	Trauma Center Data		x	x		

G. PUBLIC INFORMATION AND EDUCATION

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:						
7.01	Public Information Materials		x	x		
7.02	Injury Control		x	x		
7.03	Disaster Preparedness		x	x		
7.04	First Aid & CPR Training		x	x		

H. DISASTER MEDICAL RESPONSE

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:						
8.01	Disaster Medical Planning		x	n/a		
8.02	Response Plans		x	x		
8.03	HazMat Training		x	n/a		
8.04	Incident Command System		x	x		
8.05	Distribution of Casualties		x	no		x
8.06	Needs Assessment		x	x		
8.07	Disaster Communications		x	n/a		
8.08	Inventory of Resources		x	x		
8.09	DMAT Teams		x	x		
8.10	Mutual Aid Agreements		x	n/a		
8.11	CCP Designation		x	n/a		
8.12	Establishment of CCPs		x	n/a		
8.13	Disaster Medical Training		x	x		
8.14	Hospital Plans		x	x		
8.15	Interhospital Communications		x	n/a		
8.16	Prehospital Agency Plans		x	x		
Enhanced Level: Advanced Life Support:						
8.17	ALS Policies		x	n/a		
Specialty Care Systems:						
8.18	Specialty Center Roles		x	n/a		
Enhanced Level: Exclusive Operating Areas/Ambulance Regulations:						
8.19	Waiving Exclusivity		x	n/a		



System Organization and Management

County: **Merced County**

Reporting Year: **2023**

NOTE: Number (1) below is to be completed for each county. The balance of Table 2 refers to each agency.

1. Percentage of population served by each level of care by county:
(Identify for the maximum level of service offered; the total of a, b, and c should equal 100%.)

Level of Care	Merced
Basic Life Support (BLS)	0%
Limited Advanced Life Support (LALS)	0%
Advanced Life Support (ALS)	100%

2. Type of agency:
- Public Health Department
 - County Health Services Agency
 - Other (non-health) County Department
 - Joint Powers Agency
 - Private Non-Profit Entity
 - Other: _____
3. The person responsible for day-to-day activities of the EMS agency reports to:
- Public Health Officer
 - Health Services Agency Director/ Administrator
 - Board of Directors
 - Other: Public Health Department/LEMSA Director
4. Indicate the non-required functions which are performed by the agency:
- Implementation of exclusive operating areas (ambulance franchising)
 - Designation of trauma centers/trauma care system planning
 - Designation/approval of pediatric facilities
 - Designation of STEMI centers
 - Designation of stroke centers
 - Designation of other critical care centers
 - Development of transfer agreements
 - Enforcement of local ambulance ordinance
 - Enforcement of ambulance service contracts
 - Operation of ambulance service



- Continuing education
- Personnel training
- Operation of oversight of EMS dispatch center
- Non-medical disaster planning
- Administration of EMS Maddy and Richie Fund
- Other: _____

5. Merced County EMSA Budget

Merced County	Expenses
Salaries and Benefits	\$517,900
Contract Services	\$113,371
Operations	\$121,439
Travel	\$1,776
Special Department Expense	\$22,454
Total Program Costs	\$776,940

6. Fee Structure

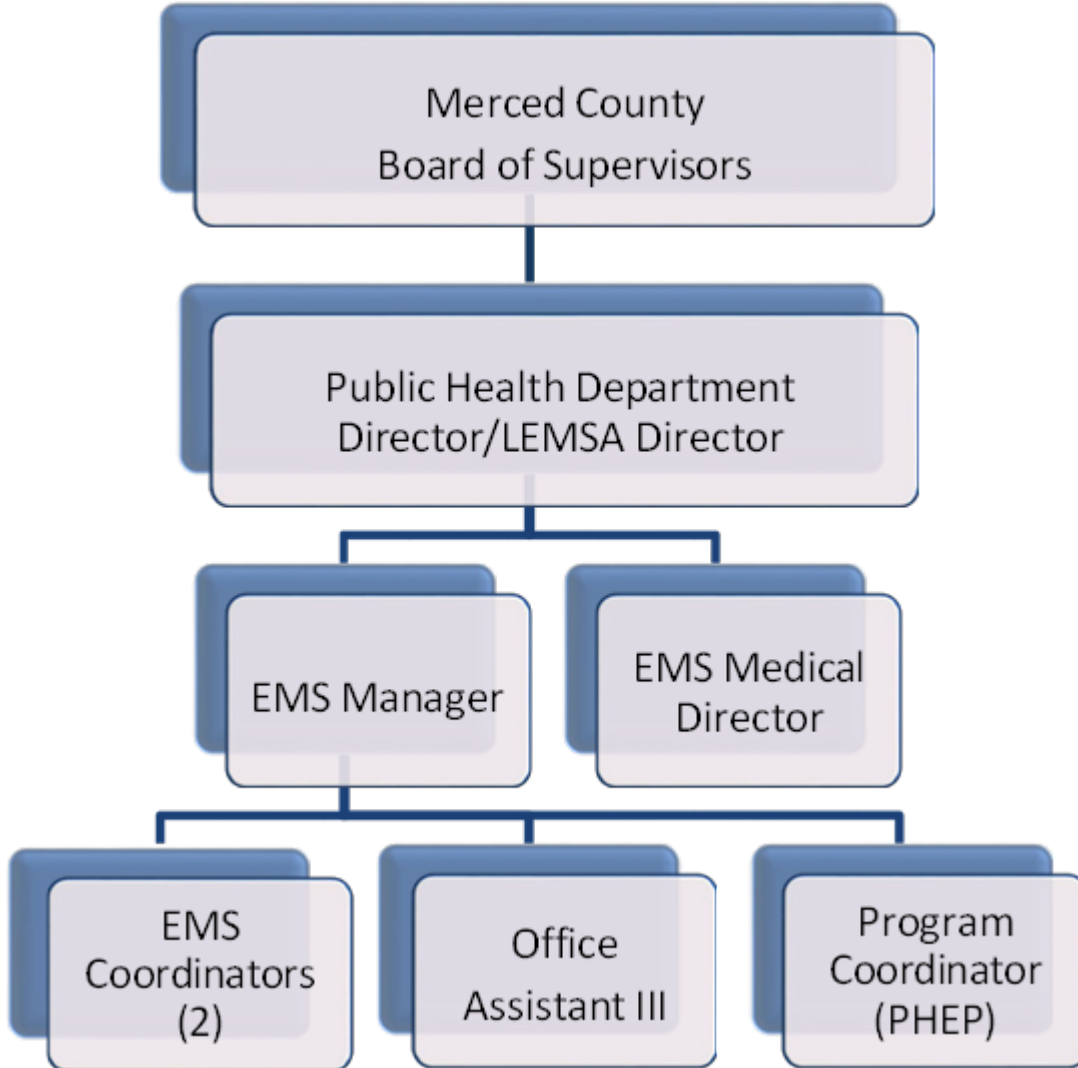
Merced County	Amount
Emergency Medical Responder	0
EMS dispatcher certification	\$50.00
EMT certification	\$50.00
EMT recertification	\$50.00
Advanced EMT certification	0
Advanced EMT recertification	0
Paramedic Accreditation	\$100.00
Mobile Intensive Care Nurse (MICN) certification	\$60.00
MICN/ARN recertification	\$60.00
EMT Training program approval	0
Advanced EMT Training program approval	0
Paramedic training program approval	0
MICN/ARN training program approval	0
Base hospital application	0
Base hospital designation	0
Receiving hospital designation	0
Base hospital designation	0
Receiving hospital designation	0
Trauma center application	0

Trauma center designation Level II	0
Trauma center designation Level III	0
Trauma center designation Level IV	0
STEMI center designation	0
Stroke Center designation	0
Pediatric facility approval	0
Pediatric facility designation	0
Ambulance service license	\$175,000
Ambulance vehicle permits for providers without a primary service area	0
Ambulance Contract EOA 1	0
Ambulance Contract EOA 2	0
Air Ambulance authorization	0
Other:	0

7. Merced County EMSA Staff Positions

Category	Actual Title	FTE Positions (EMS only)	Top Salary by hourly equivalent	Benefits (% of salary)	Comments
EMS Admin./Coord. /Director	EMS Administrator	1.0	\$55.86	85%	
Executive Secretary	Office Assistant III	1.0	\$23.49	1.01%	Certifications
ALS Coord. /Field Coord. /Training Coordinator					
Program Coordinator/Field Liaison	EMS Coordinator	2.0	\$100,838 (Salary)		CQI/Compliance CQI/Trauma/STEMI/Stroke
Specialty Care Coordinator					
Medical Director	EMS Medical Director	Contracted – As Needed	n/a	n/a	\$33,565/quarter contract EMS Medical Director
Data Evaluator/Analyst					
Disaster Medical Planner					

Merced County EMS Agency Organizational Structure





Staffing/Training

Reporting Year: 2023

	EMTs	EMTIIs	EMT - Ps	MICNs
Total Certified	151	0		14
Number newly certified this year	51	0		7
Number recertified this year	100	0		7
Total number of accredited personnel	0	0	118	N/A
Number of certification reviews resulting in:				
a) formal investigations	0	0		0
b) probation	0	0	0	0
c) suspensions	0	0	0	0
d) revocations	0	0		0
e) denials	0	0		0
f) denials of renewal	0	0		0
g) no action taken	0	0	0	0

Early Defibrillation:

1. Number of EMT (defib) authorized to use AEDs: 344
2. Number of Public Safety (defib) certified (non-EMT): 0

Do you have an EMR Training Program? No



Communications

County: **Merced**

Reporting Year: **2023**

1. Number of primary Public Service Answering Points (PSAP)	8
2. Number of secondary PSAPs	1
3. Number of dispatch centers directly dispatching ambulances	1
4. Number of EMS dispatch agencies utilizing EMD guidelines	1
5. Number of designated dispatch centers for EMS Aircraft	2
6. Who is your primary dispatch agency for day-to-day emergencies?	Merced County EMS Dispatch Center (Contracted per the RFP - Sierra Medical Services Alliance as Secondary PSAP for EMS)
7. Who is your primary dispatch agency for a disaster?	Merced County EMS Dispatch Center (Contracted per the RFP - Sierra Medical Services Alliance as Secondary PSAP for EMS)
8. Do you have an operational area disaster communication system?	Yes
a. Radio primary frequency:	814.46250
b. Other methods:	CalCord, Cell Phone, Email, Reverse Telephone Emergency Notification System, UHF Med-Net.
c. Can all medical response units communicate on the same disaster communications system?	Yes
d. Do you participate in the Operational Area Satellite Information System (OASIS)?	No
e. Do you have a plan to utilize the Radio Amateur Civil Emergency Services (RACES) as a back-up communication system?	Yes
f. Within operational area, region, and the State	Yes



Response Time Requirements

Reporting Year: **2023**

Enter the response times in the appropriate boxes:

Category	Metropolitan/Urban Area	Suburban/Rural Area	Wilderness Area
BLS and CPR Capable First Responder	≤19:59 minutes (P3)	≤29:59 minutes (P3)	As quickly as possible
Early Defibrillation – Capable Responder	N/A	N/A	N/A
ALS Capable Responder (not functioning as first responder)	≤10:59 (P1&2) ≤19:59 (P3)	≤19:59 (P1&2) ≤29:59 (P3)	As quickly as possible
EMS Transportation Unit (not functioning as first responder)	≤10:59 (P1&2) ≤19:59 (P3)	≤19:59 (P1&2) ≤29:59 (P3)	As quickly as possible



Facilities and Critical Care

Reporting Year: **2023**

County: **Merced**

Merced County has 2 hospitals, 1 is designated as a base hospital providing medical direction to EMS in the field, and both are Primary Stroke Centers. Merced County EMSA has written agreements with 2 hospitals in Modesto (Stanislaus County) for Level 2 Adult Trauma Services, 1 hospital in Turlock (Stanislaus County) for STEMI Services, 1 hospital in Madera (Madera County) for Level 2 Pediatric Trauma Services, and 1 hospital in Fresno (Fresno County) for Burn Services. All hospital specialty care data is uploaded to the CEMSIS database.

Hospitals	Emergency Department Level	Base Hospital	Burn Center	Pediatric Critical Care	Trauma Center	STEMI Center	Stroke Center
Mercy Medical Center 333 Mercy Ave Merced, CA 95340 (209) 564-5000	Basic	X					X
Memorial Hospital Los Banos 520 W. I St Los Banos, CA 93635 (209) 826-0591	Basic						X

Trauma:

1. Number of Trauma Patients meeting Trauma Triage Criteria.
 - 293
2. Number of Major Trauma Victims transported directly to a Trauma Center by Ambulance.
 - 132
3. Number of Major Trauma Patients transferred to a Trauma Center.
 - 43
4. Number of patients meeting Triage Criteria who were not treated at a Trauma Center.
 - Unknown

Disaster Medical

Reporting Year: **2023**

County: **Merced**

SYSTEM RESOURCES	
1. Casualty Collection Points (CCP)	
a. Where are your CCPs located?	Two Fairgrounds and two Hospital Campuses
b. How are they staff?	Existing Staff and Disaster Healthcare Volunteers
c. Do you have a supply system for supporting them 72-hours?	Yes
2. CISD	
a. Do you have a CISD provider with 24-hour capability?	No
3. Medical Response Team	
a. Do you have any team medical response capability?	Yes
b. For each team, are they incorporated into your local response plan?	Yes
c. Are they available for statewide response?	Yes
d. Are they part of a formal out-of-state response system?	No
4. Hazardous Materials	
a. Do you have any HazMat trained medical response teams?	Yes
b. At what HazMat level are they?	First Responder Operations (FRO)
c. Do you have the ability to do decontamination in an emergency room?	Yes
d. Do you have the ability to do decontamination in the field?	Yes
OPERATIONS	
1. Are you using a Standardized Emergency Management System (SEMS) that incorporated a form of Incident Command System (ICS) structure?	Yes
2. What is the maximum number of local jurisdictions EOC's you will need to interact within a disaster?	5

3. Have you tested your MCI Plan this year in a:	
a. exercise?	Yes
b. real event?	Yes
4. List all counties with which you have a written medical mutual aid agreement.	None
5. Do you have formal agreements with hospitals in your operational area to participate in disaster planning and response?	Yes
6. Do you have a formal agreement(s) with community clinics in your operational areas to participate in disaster planning and response?	No
7. Are you part of a multi-county EMS system for disaster response?	Yes
8. Are you a separate department or agency?	Yes
9. If not, to whom do you report?	Merced County Department of Public Health
10. If your agency is not in the Health Department, do you have a plan to coordinate public health and environmental health issues with the Health Department?	n/a



Approved Training Programs

Reporting Year: **2023**

County: **Merced**

Merced County EMSA approved and certified through 06/30/2027.

Training Institution	Emergency Medical Responder	Emergency Medical Technician	Paramedic
Merced Community College 3600 M St Merced, CA 95348		X	X



Dispatch Agencies

Reporting Year: **2023**

County: **Merced**

Agency	EMD Trained Personnel	Public	Written Contract with Merced County EMSA
Merced County EMS Communications Center 100 Riggs Ave Merced, CA 95341 (209) 725-7000	16	No	YES



EMS Providers

Reporting Year: **2023**

County: **Merced**

Agency Name	Agency Organizational Type	Level	Non-Trans	Trans	24 Hour	Agreement
Sierra Medical Services Alliance 100 Riggs Ave Merced, CA 95341 (209) 725-7000	Private	ALS		X	Yes	Yes
Westside Community Healthcare District 990 Tulare St, Suite C Newman, CA 95360 (209) 862-2951	Private	ALS		X	Yes	No
Air Methods 5500 S. Quebec St, Suite 300 Greenwood Village, CO 80111 (480) 209-6406	Private	CCT		X	Yes	Yes
CALSTAR/REACH 44 Macready Dr Merced, CA 95351 (209) 623-6210	Private	CCT		X	Yes	Yes
Cal Fire/Merced County Fire/Atwater Fire Department 3500 N. Apron Ave Atwater, CA 95301	Public	BLS	X		Yes	Yes
Merced City Fire Department 99 E. 16 th St Merced, CA 95341 (209) 385-6891	Public	BLS	X		Yes	No
Los Banos City Fire Department 333 7 th St Los Banos, CA 93635 (209) 827-7025	Public	BLS	X		Yes	No



Merced County Ambulance Zone Summary Form

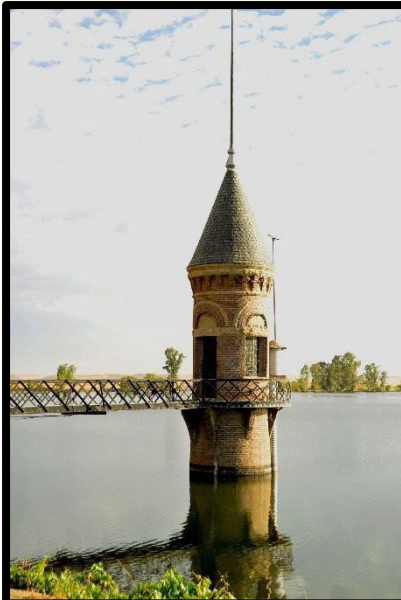
AMBULANCE ZONE SUMMARY FORM

<p>Local EMS Agency or County Name: <u>Merced County EMS Agency</u></p>
<p>Area or subarea (Zone) Name or Title: Merced County</p>
<p>Name of Current Provider(s): Include company name(s) and length of operation (uninterrupted) in specified area or subarea.</p> <p>Sierra Medical Services Alliance (SEMSA)</p>
<p>Area or subarea (Zone) Geographic Description: The Merced County Exclusive Operating Area – Ground Ambulance incorporates all cities and townships of Merced County as well as all unincorporated areas. Located in central California, Merced County is bordered by Santa Clara County to the northwest, Stanislaus County to the north, Tuolumne and Mariposa counties to the east, Madera and Fresno counties to the south, and San Benito County to the west.</p>
<p>Statement of Exclusivity, Exclusive or non-Exclusive (HS 1797.6): Include intent of local EMS agency and Board action.</p> <p>Exclusive as of July 1, 2020</p>
<p>Type of Exclusivity, “Emergency Ambulance”, “ALS”, or “LALS” (HS 1797.85): Include type of exclusivity (Emergency Ambulance, ALS, LALS, or combination) and operational definition of exclusivity (i.e., 911 calls only, all emergencies, all calls requiring emergency ambulance service, etc.).</p> <p>Emergency Ambulance, 9-1-1 Emergency Response, 7-Digit Emergency Response, ALS Ambulance.</p>
<p>Method to achieve Exclusivity, if applicable (HS 1797.224): If grandfathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.</p> <p>If competitively determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.</p> <ul style="list-style-type: none"> On July 1, 2020, the Merced County Exclusive Operating Area for Ground Ambulance transportation services became effective. The selection of Sierra Medical Services Alliance (SEMSA) as Exclusive Operator was achieved by the Competitive Request for Bid (RFP) Process. The competitively bid RFP used to select SEMSA as the Most Responsive Bidder for the next contract period of July 1, 2020, through June 30, 2025.

REQUEST FOR PROPOSALS MERCED COUNTY

EXCLUSIVE OPERATING AREA PROVIDER FOR EMERGENCY AMBULANCE SERVICE

September 2019





Mark A. Cowart
Chief Information Officer

**DEPARTMENT OF ADMINISTRATIVE SERVICES
PURCHASING**

2222 M Street
Merced, CA 95340
(209) 385-7331
(209) 725-3535 Fax
www.co.merced.ca.us

Issue Date: September 16, 2019

Equal Opportunity Employer

**COUNTY OF MERCED REQUEST FOR PROPOSAL
NUMBER **7310****

FOR

**EXCLUSIVE OPERATOR
FOR EMERGENCY AMBULANCE SERVICE
AND SECONDARY MEDICAL PUBLIC SERVICE ANSWERING POINT (PSAP) FOR
MERCED COUNTY**

Notice is hereby given that proposals will be received at the Merced County Department of Administrative Services-Purchasing Division for performing all work necessary in accordance with the "REQUIREMENTS" and other related documents provided herein. Please carefully read and follow the instructions.

Responses shall be presented under sealed cover with the Proposal Number and the Proposal Submittal Close Date clearly marked on the outside and forwarded to:

County of Merced
Department of Administrative Services-Purchasing 2222 M Street, Room
1, Merced, California 95340 Attn: Kim Nausin, Purchasing Manager
Email: knausin@co.merced.ca.us

Any Bidder who wishes their response to be considered is responsible for making certain that their response is received in the Merced County Department of Administrative Services-Purchasing Office by the closing date.

RESPONSES RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND WILL BE RETURNED TO THE BIDDER UNOPENED.

CLOSING DEADLINE DATE: 4:00 P.M., **December 6, 2019**

**RESPONSES WILL BE CONSIDERED LATE WHEN THE OFFICIAL
DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING DIVISION TIME
CLOCK READS 4:01 P.M.**

STRIVING FOR EXCELLENCE

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Section 1: Submittal Checklist

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

- a. _____ Signature Page (Form 1)
- b. _____ Acknowledgement of Amendment(s) (If any)
- c. _____ Forms 2, 3, and 4
- d. _____ Bond(s) (If any)
- e. _____ Cover Letter
- f. _____ Table of Contents
- g. _____ Executive Summary
- i. _____ Approach
- j. _____ Bidder's Qualifications

Submit Separately (e.g., sealed envelope, DVD/flash drive)

- A. _____ Cost Proposal
- B. _____ Financial Statement and Sufficient Financial Information as listed in the RFP
(Non-submittal is considered non-responsive and cause for rejection of proposal)
- C. _____ Self-Insurance Retention (SIR), if applicable

Section 2: RFP-Specific Definitions

(For EMS Definitions, see Attachment 3)

Agreement - Comprises the Request for Proposal (RFP), any amendment thereto, the bid proposal, and the purchase order if appropriate. The Agreement constitutes the entire agreement between the County and the awarded Bidder.

American Institute of Certified Public Accounts (AICPA) – Association representing the accounting profession that sets ethical standards and auditing standards.

Bidder – A person, partnership, firm, corporation, organization, or joint venture submitting a bid proposal for the purpose of obtaining a County Agreement.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder’s response to compensate the County for damages it might suffer if successful bidder refuses to execute the Agreement that may be derived from their response. Generally, it is 10% of the amount of Bidder’s bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the “Scope of Work”. The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect subcontractors and suppliers. It ensures that the surety backing the bond will pay the subcontractors and suppliers if the general Contractor does not.

Closing Date/Time – The day and time by which the RFP must be received in the office of the Department of Administrative Services-Purchasing for acceptance.

Consumer Price Index (CPI) – Monthly data on changes in the prices paid by urban consumers.

Contractor – The Bidder awarded the Contract derived from this RFP. The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Contract Administrator – The Contract Administrator will be the single authority to act for the County under the Contract.

County – The County of Merced, a political subdivision of the State of California.

Evaluation Committee – A committee established to review and evaluate bid proposals to recommend the Contract award.

Formal Date of Award – Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Joint Ventures – Two or more corporations or entities that form a temporary union for the purpose of the RFP.

Notice of Intent to Award – Letter sent by the County to all participating Bidders advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Agreement to the apparent successful Bidder as recommended by the Evaluation Committee.

Portable Document Format (PDF) – Commonly referred to as Adobe Acrobat format.

Prime Contractor – The Bidder who is awarded the Agreement and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline – The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Request for Proposal (RFP) – This solicitation for emergency ground ambulance services within Merced County.

Scope of Work – The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Self-Insurance Retention (SIR) – Self-insured policy.

Subcontractors – Any person, entity, or organization to which Contractor or County has delegated any of its obligations hereunder.

Vendor - A person, partnership, firm, corporation, or joint venture submitting a bid or response for the purpose of obtaining a County Agreement.

Section 3: Intent of the Request for Proposal

3.1 Introduction

The County of Merced Department of Administrative Services - Purchasing, on behalf of the Department of Public Health and its Emergency Medical Services (EMS) Agency, invites sealed proposals from qualified organizations to bid on emergency ambulance service for an exclusive operating area (EOA). Merced County ("County") is authorized to plan and implement such an EOA as provided for under California Health and Safety Code, Section 1797.224. The EOA represents all incorporated and unincorporated areas of the county as detailed in this RFP, excluding the area serviced by the West Side Health Care District as shown in Attachment 2. Proposals will be accepted for one provider servicing the entire EOA.

Merced County has 274,765 residents (per 2018 U.S. Census Bureau population estimate) covering 1,979 square miles, of which 1,935 square miles is land and 44 square miles (2.2%) is water and is located in the northern San Joaquin Valley section of the Central Valley, north of Fresno County and southeast of Santa Clara County. Known as the "Gateway to Yosemite," the county seat is less than two hours by automobile from Yosemite National Park to the east and Monterey Bay, the Pacific Ocean, and multiple beaches to the west. The county derives its name from the Merced River featuring a semi-arid climate, with very hot, dry summers and mild, wet winters and sunshine 252 days a year. There are six incorporated cities within Merced County. The largest is the City of Merced, followed by Los Banos, Atwater, Livingston, Gustine, and Dos Palos.

County and city municipalities are a major source of employment along with agricultural related industries, retailing, manufacturing, food processing and tourism. Merced County grows 90% of California's sweet potato crop. The excellent school system includes a modern community college, Merced College and the University of California, Merced, which is the first research university built in the U.S. in the 21st century. The former Castle Air Force Base and the U.S. Penitentiary, Atwater are located in an unincorporated area near Atwater.

This procurement calls for proposals to provide for all emergency ambulance service within the EOA subject to the performance standards and other specifications herein. Bidders must meet all credentialing and scope of service requirements as listed in Section 4 of the RFP. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration. For a further listing of definitions for the RFP, please see Section 2.

The initial Contract period will be for five (5) years. The local EMS agency (LEMSA) may extend the Contract for one (1) additional five (5) year period based on superior performance as evaluated and approved by the LEMSA. Any extension will be at the mutual agreement of both LEMSA and the current EOA provider. Contract compliance will be monitored by the LEMSA utilizing the FirstWatch reporting system.

This is a performance-based Contract. Details regarding the Contract, performance standards, and other details of the scope of work requested are described in this RFP. Bidders should note that Merced County is very diverse in its population and geography. A comprehensive proposal from a Bidder will require orientation and familiarity to the unique service requirements of the County.

3.2 Background

Existing EMS Services

Currently, there is one ground emergency and non-emergency ambulance and Secondary Public Safety Answering Point (PSAP) provider serving the 9-1-1 needs of the residents and visitors of Merced County with one exception. The West Side Healthcare District (hereinafter referred to as "WSHD") provides ambulance services to a small portion of northwestern Merced County under a subcontract with the current EOA provider. WSHD offers all Advanced Life Support (ALS) level of care, including 9-1-1 and interfacility. In addition, the current EOA provider offers Basic Life Support (BLS) 9-1-1, interfacility transfers and Critical Care Transport (CCT). Response time standards are in place for Emergency, Non-emergency, CCT and Interfacility transfers. WSHD dispatch is provided by the EOA provider's dispatch center. There is one air ambulance provider with a county contract; Air Methods.

General Requirements and Governing Law

California Health and Safety Code 1797.224 permits LEMSAs to establish EOAs. In addition, and from time to time, the County may establish certain rules and regulations that govern the operation of emergency ambulance services within the contractual jurisdiction. The State law, contractual standards as stipulated in the RFP and future addenda, County resolutions, ordinances and rules and regulations, and published operational and medical policies of the LEMSA, California EMS Authority, and this RFP set forth the requirements for service for the County EOA, and all bidders shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

During the term of the Agreement, the Agreement may be modified by consent of the EMS Agency, the Board of Supervisors and the Contractor. Acceptable modifications include changes to improve the efficiency of the EMS System to reduce costs or to improve clinical care. This includes but may not be limited to: (1) modifying response time standards, response patterns, Response Areas and Response Zones within the EOA which are based upon clinical evidence or science; (2) implementing case management, alternate destination, non-ambulance transport and treat and refer programs.

Exclusive Operating Area

The response area to be served by this RFP is the "Merced County EOA - Ground" which is one, single EOA servicing the entire County, specifically excluding the Westside Health Care District. The District covers 475 square miles approximately equally divided between the southwest part of Stanislaus County and the western part of Merced County. Should the ambulance resources of the Westside Health Care District change, Contractor will negotiate in good faith to serve this area. The authority of the County allows the County to restrict operations to one emergency ambulance provider within the EOA.

3.3 Period of Operation

Unless initiated earlier by mutual agreement, this Agreement shall commence at 9:00 a.m. on July 1, 2020 and terminate at 8:59 a.m. on June 30, 2025, unless extended or terminated as provided for herein. LEMSA shall make any decision regarding renewal of this Agreement or any extension thereof shall be made at least 18 months prior to the scheduled termination date so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new Contractor at least four months prior to that scheduled termination date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming Contractors to plan and execute an orderly transition, to allow the County and its new Contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, and other contracts previously serviced by the outgoing Contractor.

A Sample Agreement is included as an attachment to this proposal. This Agreement will become part of the final Agreement with the successful Bidder. An Agreement with the successful Bidder is executed only upon final approval by the County's Board of Supervisors.

3.4 Scheduled Activities

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

Activity Estimated Schedule	
Event	Date
Availability of the Request for Proposal	September 16, 2019
Pre-proposal conference (if applicable)	October 14, 2019
Deadline for submission of interpretation and/or written questions in relationship to the Request for Proposal. (by 4:00 p.m.) <i>Questions submitted after this date will not be answered. The closing date will not be extended for questions submitted after this date.</i>	October 21, 2019
Letter of Intent Due (may be scanned and submitted via email attachment to kim.nausin@countyofmerced.com)	November 4, 2019
Closing date for the Request for Proposal (by 4:00 p.m.) A list of respondents will be posted to the web at close of RFP	December 6, 2019
Oral Presentations Completed	December 20, 2019
Notice of Intent to Negotiate	January 4, 2020
Approval of Agreement by Board of Supervisors	February 4, 2020
Implementation	July 1, 2020

Section 4: Scope of Work

4.1 Scope

This RFP and its provisions, attachments, addendums and exhibits constitute a solicitation for the selection of the single provider of ground emergency ambulance service for the County EOA. The operation of such an emergency ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes provision for all ambulance responses.

All the following transports originating in the County EOA shall be referred to the holder of the exclusive Contract, and the holder of the exclusive Agreement shall be responsible for all responses and ground transports as follows:

- (1) Made in response to 9-1-1/ PSAP requests;
- (2) Made in response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/PSAP;
- (3) Made in response to requests for emergency ambulance service made directly to the ambulance provider from a seven-digit telephone call without going through an authorized 9-1-1/PSAP;
- (4) Any request for ALS interfacility transport from a healthcare facility;
- (5) All "Special Events" requiring the presence of an ALS ambulance; and
- (6) All "Special Events" requiring ALS level of service, even if there is no ambulance required.

The Contractor's scope of work is summarized as follows:

When a request for service is received by the Contractor from any of the PSAPs located in the County, ambulance response times must meet the response-time and clinical standards set forth herein. Every ambulance unit provided by the Contractor for emergency response must, always, except as authorized by the Agreement, be equipped and staffed to operate at the appropriate level on all ambulance responses, including emergency and non-emergency services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must always be professional and courteous. Patient transportation and disposition will be according to the County's Policies and Procedures as established or approved in the Contractor's proposal and as developed or promulgated as part of this RFP.

Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct clinical and other performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The Contractor that fails to perform shall be promptly replaced to protect the public health and safety.

4.2 Coordination within the Exclusive Operating Area

The local fire agencies currently provide first responder EMS services in the EOA for emergency 9-1-1 requests for service. The County considers the fire agencies an essential partner in the provision of EMS within the EOA. All bidders shall clearly state their plans as to how they will work with existing public service agencies. This portion of the proposal shall be scored within the "Integration with Existing EMS Stakeholders" section of the Evaluator Scoring Tool (Attachment 7).

4.3 EMS Run Data

See Attachment 2 for summary EMS data. Computer-Aided Dispatch (CAD) data is available for 2016-2018 upon request. There has been no independent validation of this data. Bidders are encouraged to use their own means to analyze the information to determine response and transport volumes. The County does not guarantee any number of responses or transports.

4.4 Level of Care

The exclusive Contract holder will provide ALS & BLS level of care for all requests for ground emergency ambulance service, ALS urgent and scheduled ground emergency ambulance service, as well as special event ALS stand-by originating within the EOA. Interfacility transports at the BLS, CCT or Mental Health level are specifically not included in the scope of this RFP. Air ambulance transports are excluded as well. Specialty care transports, such as neonatal and high- risk obstetrics, require a specialized team from out of the EOA and, as such, are outside the services to be provided.

Currently, CCT services are provided within the EOA Agreement. The low demand caused a significant impact on the EOA system overall. Moving forward, healthcare facilities will be responsible for contracting for CCT services (as well as non-emergency interfacility transports). This could involve partnerships with hospital nurses, air ambulance crews, etc. A Bidder may describe its approach to support CCT services, but CCT is not a required element of this RFP process.

4.5 Response Time Zones and Standards

A. General

It is the Bidder's sole responsibility to be familiar with the geographic considerations and response-time zones comprising this solicitation. Response times shall be calculated from the moment the Contractor receives the PSAP transfer of the calling party's call, until the time the Contractor arrives on the scene with a fully functional and appropriately staffed/equipped ALS unit. All response times are measured in seconds, not whole minutes. All emergency ambulance dispatch services and times will be documented by the provider under strict procedures set by the County.

The County is interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Any enhanced services above the standard of this RFP, while not encouraged, must include a separate cost estimate. However, clinical performance will not be sacrificed for economy.

Service to the EOA must be at or above the level of service as defined in this RFP. Service must include primary response, backup, and move-up-and-cover plans that clearly define timely emergency ambulance coverage. Monitoring of this requirement will include CAD data supplied by the provider and oversight will be provided by the County

and the LEMSA with technical expertise from fire, dispatch, hospitals, and other EMS stakeholders.

To become familiar with the unique requirements of the County, bidders are urged to contact the various public safety and fire departments/districts in the County.

B. Response-Time Zones

Response time requirements vary depending upon the emergency response zone (ERZ) to which the ambulance provider must respond. Each ERZ is defined by ambulance call density. The two zones that comprise the EOA are distinguished by response times and each zone is applied to multiple areas of the County, which may not be contiguous. The zones are designated as high call density (A) and low call density (B).

The low call density zone includes any call beyond the one (1) mile buffer zone of a high call density zone. The black outlines surrounding the high call density zones indicate the one (1) mile buffer zone, i.e., the beginning of the low call density zone. When the boundary of the high call density zone corresponds with a roadway, locations immediately adjacent to the roadway on both sides are considered included in the high call density zone. For a map of the ERZs, please see Attachment 2.

Calls for patient locations that are greater than ten (10) road miles from the nearest boundary of the high call density zones are considered remote. Late responses to these remote calls may be excluded by requesting an exemption.

These maps are based on ambulance industry standards for defining such zones and may be changed by the LEMSA from time to time as population, call density, road access, effective Agreement monitoring, and other relevant conditions change. No response-time amendments will be made without giving notice to, and opportunity for, consultation with the Contractor, fire departments/districts, cities, and other interested parties and organizations in the affected area of the exclusive zone. The County will establish a procedure for making such changes that provides for such notice, comment, and input to be achieved.

In addition to the ERZ evaluation, the County will periodically review population densities, call distribution, single communities, and response times in areas within the compliance zones and may request the Contractor alter its system status plan (SSP) to respond to needs of improved performance and adaptation to population trends. This alteration may also include adjusting the SSP to improve backup and move-up-and-cover ambulance coverage. Contractor shall agree to negotiate in good faith with the County and revise the SSP as needed to improve performance to these communities, as determined by the County, in consultation with the Contract Administrator. Contractor shall also negotiate in good faith on the issue of any impact on Agreement terms these changes may have and include these in the negotiation process. Failure to negotiate in good faith regarding these potentially underserved areas may constitute an Agreement default.

C. Priority 1 and 2 Calls (Emergency)

Contractor must provide 24-hour, 365 days per year coverage for all Priority 1 and 2 requests for service for the term of the Contract, as defined by approved medical dispatch protocols. Priority 1 and 2, for purposes of this RFP, is defined as all requests receiving a response with lights and siren for presumed life-threatening or non-life-threatening emergency conditions. The Contractor must guarantee response times, as specified below:

High Call Density (A): 90 percent of all calls in 10:59 minutes or less. Calls exceeding 17:59 minutes will be subject to liquidated damages.

Low Call Density (B): 90 percent of all calls in 19:59 minutes or less. Calls exceeding 29:59 minutes will be subject to penalties.

Bidders should familiarize themselves with population densities, transportation corridors, and other factors to provide effective and prompt emergency ambulance service.

D. Priority 3 Calls (Non-Emergency)

Contractor must provide 24-hour, 365 days per year coverage for all Priority 3 requests, as defined by medical dispatch protocols. Priority 3, for purposes of this RFP, is defined as any call that does not require lights and siren but must have a response due to a presumption of an urgent, but non-life-threatening, medical condition. The response may be at the BLS or ALS level, depending on MPDS call type and LEMSA Medical Director policy. While there is no response time standard for Priority 3 calls, it is expected that the Contractor will respond promptly to these requests to 1) minimize first responder at scene time and 2) meet patient's expectation for prompt service.

LEMSA policy allows Priority 3 calls to be held (i.e., "pended") when there are three (3) or fewer available ambulances in the system during the day (0600-2200) and two (2) or fewer at night (2200-0600). Dispatch will contact the patient every 15 minutes to ensure no change in condition until an ambulance arrives at the scene. If first responders are on-scene and identify a life-threatening emergency, they will notify dispatch to upgrade the call to Priority 1 or 2.

E. Priority 4 Calls (Interfacility)

Contractor shall respond to hospital and healthcare facility requests for ALS interfacility transfer in the following manner and using the following definitions. This Agreement includes ambulance interfacility transports for ALS level of care only. Any removal of 9-1-1 resources to perform transports outside of this Agreement are at the risk of the associated response time compliance impact. Separate from this Contract, provider may perform interfacility transports originating within the County.

- 1) Emergency Transfer – Immediate ALS ambulance transport is requested to a higher level of care when any delay could result in placing the patient's health in immediate jeopardy. The transport provider retains a response-time requirement for these transfers just as they would for any Priority 1 or 2 (i.e., life-threatening emergency) 9-1-1 request to the facility's location. As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.
- 2) Urgent Transfer at the ALS Level – This should be requested when the patient's medical condition requires ALS transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy.
- 3) Pre-arranged Transfer at the ALS Level – shall be a pre-arranged ALS transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition.

**Merced County
 Response Time Requirements Summary (in minutes)**

Zone	Priority 1 and 2	
	Standard	Maximum
High Call Density	90% ≤ 10:59	> 17:59
Low Call Density	90% ≤ 19:59	> 29:59

Table 1

4.6 Dispatch Services

Contractor shall provide an emergency medical dispatch center. The dispatch center shall operate and equipped as a state-of-the-art EMS dispatch center and as a Secondary PSAP for medical emergencies. The Secondary PSAP shall meet all requirements of a Secondary PSAP set by the State of California including having in place the equipment and interface needs with Primary PSAPs. It is the desire of the County that the dispatch center be physically located in Merced County. At a minimum, the Secondary PSAP shall be physically located within a 150-mile radius of the City of Merced, to provide for on-site inspection and reasonable access for the LEMSA staff. All Emergency Medical Dispatch (EMD) staff shall be authorized to dispatch medical calls (per LEMSA policy #201.00), certified in the Clawson Medical Priority Dispatch System, and receive extensive training specific to local conditions, geography and key 9-1-1/PSAP, first responder personnel in Merced County. Contractor shall cooperate, train with, participate in quality-control procedures and communicate with each of the County’s 9-1-1/PSAPs to assure a smooth delivery of dispatch services.

Should the dispatch center not be in Merced County, the bidder shall justify the location from the standpoint of cost savings, depth of dispatch staffing and expertise, disaster surge capacity or other relevant justification to the satisfaction of the County. In addition, bidders shall warrant and provide specific plans in their proposals that assure the key features of an in-county dispatch center such as:

- Prompt access to CAD data (within eight hours of request during weekdays);
- familiarity of staff to local conditions;
- familiarity with public safety dispatching procedures;
- access of dispatch staff to local training;
- access of dispatch staff to local quality improvement activities;
- access of dispatch staff to local meetings with local public safety personnel; and,
- access by County staff to dispatch observation sessions and unannounced inspections.

The Contractor shall provide sufficient EMS dispatcher staff (minimum of two per shift) at the EMS dispatch center to allow prompt answering all telephone requests for ambulance service (within five telephone rings) with no telephone request for immediate ambulance response shall be placed on hold except for rare times of extreme system overload. This includes ring down lines with hospitals and other dispatch centers.

The following minimum standards form the objective performance data for EMS Dispatch operations:

- a. For each month, a minimum of 98 percent of calls for service through the 9-1-1 system shall be answered in five rings or less.
- b. 90 percent of medical calls shall be completed (i.e., call answered to unit dispatched) within 90 seconds, and 99 percent shall be completed within 120 seconds (i.e., NFPA 1221 standards)
- b. For each month, no more than one-tenth of one percent of 9-1-1 calls which require the dispatch of an ambulance, in accordance with approved dispatch protocols, may be placed on hold at any time prior to an ambulance being dispatched.
- c. First-response agencies shall be notified regarding emergency responses within 60 seconds of call receipt, 98 percent of the time from call receipt/phone pick up, as directed by the County. The only exception to this standard will be for those jurisdictions in which the Primary PSAP initiates the first response to the call.
- d. Other specifications as required in the sample Agreement (see Attachment 6).

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. LEMSA will be provided access to all data maintained by the CAD system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow LEMSA, at Contractor's expense, to install an interface with the CAD to collect and monitor CAD information and patient care reports and provide access to the LEMSA to voice recording systems. This CAD and patient care report access shall include the pending data repository being developed by the County.

The interface made available to the LEMSA shall provide real-time monitoring of the Contractor's CAD screens and at a minimum provide the location and status of active ambulance calls, pending calls, location and status of ambulances and crews.

4.7 Performance Standards – Response Times

Performance standards may be adjusted by the County through the course of the Agreement consistent with the modifications in EMS operational and medical standards which are developed by the County. The Contractor shall be notified with 60 days' advance notice of the effective date of the change and shall define the Agreement impact within 30 days of initiation.

A. Liquidated Damages: Priority 1 and 2 Calls

Contractor shall not refer exclusive Agreement calls to another agency unless it is part of an approved mutual aid plan submitted by the Contractor and approved by the LEMSA with its proposal or subsequently offered and approved. Appropriate referral to air medical services is exempted from such requirement. Use of mutual aid from any source during disaster responses is also exempted from this requirement.

Each quarter in which the Contractor fails to meet the 90.00 percent standard, within any compliance zone the Contractor shall pay to the County \$500 in liquidated damages for each one-tenth (1/10) of a percentage point by which the Contractor's performance falls short of the 90.00 percent standard. Each period in which the Contractor fails to meet the applicable response-time requirements, the County will review the Contractor's SSP, unit-hour of production capacities, and/or other factors to determine the causes of non-

compliance. The Contractor shall develop a corrective action plan for remediating the below standard performance.

All areas have a maximum specified response time (i.e., outlier). For every call where the ambulance fails to arrive within the maximum specified time, the liquidated damages will be \$500 per occurrence.

Exclusive Agreement calls referred to another agency (i.e., not an approved Subcontractor) will be considered an outlier for calculating compliance. Three consecutive failures to meet the standards (i.e., not achieving 90.00 percent) in one zone or five failures across all zones during any 12-month period may result in breach of Contract.

B. Upgrades, Downgrades, Canceled, and Incorrect Addresses

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance will be as follows:

1) Upgrades

If an assignment is upgraded prior to arrival of a unit at the scene (e.g., from Priority 3 to Priority 1 or 2 response), the Contractor's response time compliance and liquidated damages will be calculated based upon the Priority 1 and 2 response time standard from the time the call was upgraded by any person authorized by LEMSA policy.

Example: While enroute to a Priority 3 call in a high call density zone, new information is received, and the call is upgraded to Priority 1 at 13:30:00. Contractor will have until 13:40:59 to arrive on scene (i.e., when the ambulance stops moving and is placed in park).

2) Downgrades

If, prior to a unit's arrival at scene, a call is downgraded; 1) by the 9-1-1/PSAP or 2) by any other person authorized by policy, compliance and liquidated damages will be determined as follows:

- (a) If the time of downgrade occurs after the unit has exceeded the response time standard or maximum response time for the zone involved, the response time standard or maximum will apply; or,
- (b) If the time of downgrade occurs before the unit has exceeded the response time standard or maximum response time for the zone involved, the call will be treated as Priority 3.

Example: While enroute to a Priority 1 call in a high call density zone, first responders on scene reduce the ambulance to no lights and siren (i.e., Priority 3 call); if the response time has not exceeded 10:59 at time of downgrade, there would be no liquidated damages.

3) Canceled Responses

If a call is canceled prior to the unit arrival at the scene, the Contractor's compliance and liquidated damages will be calculated based on the elapsed time from receipt of call to the time the call was canceled. However, if Contractor makes a request for mutual aid response as stipulated in this RFP, the Contractor

may not cancel the mutual aid responder if the responding provider is closer to the call.

4) Incorrect Addresses

When the address (or approximate location for calls on a roadway) provided is incorrect through no fault of the Contractor, the response start time for compliance measurement will be the time when the correct address is given to the responding resources.

C. Interfacility Transports

When there is an emergent need for an ALS ambulance to transfer a patient to a higher level of care, it will be treated as a Priority 1 or 2 call and treated like any 9-1-1 request for service.

D. Exemption Requests

The County, in its sole discretion, may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents, disaster events, or other situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the Contractor shall notify the County within a reasonable amount of time of the occurrence.

The Contractor may apply to the County for an exemption to response-time compliance calculations in the following situations:

1. Automatic Appeals
 - (a) Upgrades and downgrades that are compliant are eligible for exemption.
 - (b) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
 - (c) Primary PSAP error or inaccurate address by reporting party.
 - (d) Additional units responding to the same incident (first unit must meet response time standard).

(d) 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, locally or in a neighboring county, as defined by the emergency operations procedures of the jurisdictions involved (e.g., city or County).

2. Case-by-Case Appeals
 - (a) Traffic related to incident (e.g., car crash). At scene determined when unit reaches related traffic.
 - (b) Lack of documented on-scene time; Contractor may submit global positioning system (GPS) data to confirm on-scene time – otherwise next radio transmission is used.
 - (c) Weather (e.g., heavy fog, ice, heavy rain) that impairs visibility, require slower speeds, or create other unsafe driving conditions.
 - (d) Road closures/construction for areas with limited access.

- (e) Traffic related to incident requiring response.
- (f) Unusual system overload is defined as 200 percent of the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year’s actual run volume.
- (g) Calls for patient locations greater than ten (10) road miles from the nearest high call density zone boundary. Road miles will be determined using Google Earth.

E. Other Response Time Issues

Where response-time areas are divided along the center line of a road, the shorter response time shall apply to both sides of the road.

The Contractor will not be held responsible for response-time performance on an emergency response to a location outside the EOA. However, Contractor shall use its best efforts in responding to mutual aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly Agreement compliance.

For each response in which the Contractor’s management or field staff fails to report the at-scene time, the next radio or electronic transmission will determine on-scene time.

Table 2 summarizes categories and liquidated damages listed in this RFP.

Merced County Summary of Liquidated Damages	
Category	Liquidated Damage
1. Compliance evaluation below standard	\$500/tenth of percentage point
2. Extended response time (i.e., outlier)	\$500/call

Table 2

F. Liquidated Damage Fund

The funds generated through liquidated damages shall be used for EMS system enhancement as defined and directed by LEMSA Policy #132.

G. Online Compliance Utility

For the purposes of automated and objective performance tracking, the County uses an online compliance utility (OCU), currently FirstWatch/FirstPASS. Proposals shall confirm that bidders can export data (e.g., CAD, electronic patient care reports [ePCR]) to the OCU service that the County will utilize for response time tracking, exemption automation, real-time performance dashboard, ePCR interface, clinical performance, and custom protocols as needed.

4.8 Performance Standards - Clinical

The County and EMS stakeholders are strong proponents of the Institute for Health Improvement (IHI) focus on the “Triple Aim” – 1) improving the patient experience of care (including quality and satisfaction); 2) improving the health of populations; and 3) reducing the per capita cost of health care. As such, there is significant importance on providing a high level of patient care

beyond arriving at the patient's side in a timely manner. Clinical research indicates this may be more important than the speed of the response. Therefore, the LEMSA Medical Director has identified certain criteria that impact the patient's probability of a positive outcome. The LEMSA Administrator has identified benchmarks that indicate a well-functioning, EMS transport provider. These criteria and benchmarks based on standards set by data-driven research and/or respected EMS organizations. Each criterion must meet three factors to be included; it shall be 1) measurable by the system (via FirstWatch), 2) manageable by the provider, and 3) meaningful to the patient.

Attachment 5 contains the proposed Contractor report card criteria and expected target benchmarks. The LEMSA Medical Director and LEMSA Administrator may revise the included criteria and related target benchmarks as clinical research and other factors determine the optimal care path and customer-service experience for EMS patients.

Comprehensive ePCR review is expected to identify individual and overall opportunities for clinical treatment improvement. All high acuity calls (e.g., heart attack, ST-elevation myocardial infarction [STEMI], stroke, trauma) shall have 20-30 percent random chart review. Similarly, 20- 30 percent of non-transport resulting against medical advice (AMA) or RAS, shall be reviewed. Five percent (5%) of remaining charts shall be randomly audited. The expected number of ePCRs to be reviewed by the Contractor staff shall be between 80-100 per month; this number may be adjusted if the review process can be more automated. The results of the audit will be summarized monthly and shared with the Contract Administrator and LEMSA in a pre-approved format. Between ePCR review and related training/education opportunities identified, it is the County's belief this requires one, full-time employee. This level of care review is expected to drive training and education and improve overall patient care. All the clinical performance standards should be overseen by a medical director, preferably with experience working with EMS crews such as a local ED physician.

4.9 Performance Standards – Customer Service & Safety

The County desires a patient satisfaction scoring mechanism that is independent, objective and measures the customer service provided by the EMS system. The Bidder shall offer a third-party survey tool (e.g., EMS Survey Team) approved by the LEMSA to poll patients about their experience. The Bidder shall follow Health Insurance Portability and Accountability Act (HIPAA) guidelines to protect patient privacy. Each month, the survey tool provider will send direct mail surveys to 80 percent of transport ePCRs and 100 percent of AMA/RAS PCRs. The selected questions will be standardized to provide comparison with other providers and approved by the LEMSA.

In addition to patient experience, the County wishes to ensure the employees have a good and safe working environment. This is measured by employee turnover and workplace injuries.

Employee turnover shall be defined as the number of full-time employees that resign, retire, transfer, are laid off, or change to part-time status divided by the average number of full-time employees over the same period. Involuntary separations, part-time employees, or job changes (e.g., EMT to paramedic, paramedic to supervisor) shall not be included in employee turnover. Bidders are encouraged to share strategies for positive working environment and reduction of workplace injuries. The survey topic and employee safety standards are both included in Attachment 5.

4.10 Performance Standards – Liquidated Damage Relief

If the Contractor provides high levels of clinical, customer service, and safety excellence, a credit is available towards response time liquidated damages described within this section. The

proposed report cards are available in Attachment 5. These may be adjusted based on clinical research, contemporary EMS benchmarking standards, and other factors. The liquidated damage relief is based on a sliding scale to reward positive movement. Table 3 summarizes the credit available.

Response Time Liquidated Damage Relief	
Report Card Score	Relief
95-100	100%
90-94.99	75%
85-89.99	50%
80-84.99	25%

Table 3

4.11 System Status Plan

A SSP, posting plan, and the proposed maximum response UHU by unit shall be developed by Contractor, submitted to the County for approval at least 21 days prior to implementation for LEMSA approval (within no more than seven (7) days), and adhered to by the Contractor.

Changes to the SSP and posting plan shall be forwarded to the County for review. All resources to be used in this Agreement for emergency ambulance service shall be included in this SSP. The SSP must have clearly identified backup ambulance plans including move-up-and-cover arrangements in enough detail to convince the County that backup ambulance coverage in a timely manner will be consistently available.

4.12 Mutual Aid/Standbys

Within six (6) months of executing this Agreement, the Contractor develop and execute mutual aid agreements with neighboring ambulance services. The Contractor agrees to respond to all requests for mutual aid services as part of those individual agreements. Should the delivery of mutual aid services to a neighboring jurisdiction become excessive (e.g., projected to exceed one percent of the annual call volume absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Contractor's resources for emergency calls, the Contractor shall inform the County. The County will then assess the situation and take appropriate steps as necessary to rectify the inequity.

Contractor agrees to provide standby services for working fires, hazardous materials incidents, law enforcement incidents, and other allied agency events with a high potential for injury.

Contractor shall also participate in prevention events, emergency preparedness planning and development, disaster exercises, and other training to educate the public and prepare for multi-casualty incidents. There will be no charge for these services for the first twenty-four (24) hours unless there is a third-party payor source (e.g., federally declared disaster); however, the Contractor may charge for standby services at private events. The standby services shall be based on a Contractor's written policy that is subject to the County's approval and included in the response to this RFP.

4.13 Radio Equipment

Each Bidder will be responsible to install and maintain all radio equipment on the appropriate frequencies necessary to complete the Agreement scope of work (e.g., field communications to/from the 9-1-1/PSAP dispatch, first responder agencies, and contiguous mutual aid agencies). The current hospital communications system uses 2 UHF channels for hospital and 2 VHF channels for fire communications as the primary frequencies. To assist in inter-agency communications, the County acquired Kenwood TK-5220 EMS VHF radios for use by the 9-1-1

transport Contractor. There is a total of 48 radios and 6 multi-chargers. Per LEMSA policy, there shall be at least one EMS VHF portable radio on every on-duty ambulance, supervisor vehicle, or other Contractor EMS vehicle. The County is responsible for general maintenance and programming of these EMS VHF portable radios. The County holds and maintains the license for these frequencies.

4.14 Vehicle and Equipment Requirements

All ambulances utilized by the Contractor shall be the Type II, van or "Sprinter" style and meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS), National Fire Protection Association (NFPA), Federal "KKK-A-1822," or similar standards organization. At a minimum, all vehicles shall meet the standards of Title XIII, California Code of Regulations as well as any LEMSA policies in effect at the time of original manufacture.

Equipment shall meet the minimum standards set forth by LEMSA policy, part of the standardized equipment list developed by EMS stakeholders and be generally consistent with equipment utilized by field crews today (e.g., powered gurneys are required).

Bidders shall state and justify the minimum number of ambulance (both primary and reserve) vehicles believed to be necessary to fulfill this contract. The fleet minimum shall be 140 percent of the peak staffing level. Further, no less than 50 percent of the reserve fleet may be unavailable in the County at any point during the Agreement term. Bidders shall describe its vehicle maintenance and replacement programs to ensure the highest level of operational readiness and mitigate unplanned maintenance issues. Proposed subcontractors may use different style ambulances; however, they must comply with safety standards stated above.

All vehicles used in the SSP for the Merced County EOA shall display a County logo and the term: "Merced County Emergency Medical Services" in a manner and format defined by the County that also meet California Civil Code 3273 standards for identifying the service provider. An example is below:



and "Service Provided By _____" on the doors

Proposed subcontractors may use a different logo, text, and color; however, it shall be approved by the LEMSA and meet state civil code requirements. Each vehicle shall have markings approved or designed by the LEMSA to include 9-1-1 emergency number advertising.

Contractor shall maintain preventative fleet maintenance records and adhere to an approved preventative fleet maintenance program for each vehicle. The maintenance program shall be submitted with the RFP response. Each vehicle shall meet ambulance equipment standards of the State of California and LEMSA. For a list of required equipment and supplies, please see LEMSA equipment Policy No. 431, "ALS UNIT EQUIPMENT AND SUPPLY INVENTORY."

All current stock ALS equipment (i.e., drug boxes, defibrillators, radios) shall be supplied at 110 percent of peak-load requests. As Merced County has a formal STEMI program and protocol, all bidders shall include cardiac monitor/defibrillators with 12-lead interpretation capability. All monitor/defibrillators must have end-tidal CO₂ monitoring capability.

4.15 Data Collection and Evaluation Requirements

The Contractor shall complete all forms and data reports required by the County, including field-assessment forms and standardized data requests and shall cooperate and participate in field research as requested including special medical and trauma studies. Bidders should describe their reporting systems and confirm compatibility with OCU system. The ePCR with at least the critical elements (see LEMSA policy) completed shall be printed or delivered electronically to the emergency department (ED) at the time of patient delivery at least 90 percent of the time. For high-acuity calls defined by LEMSA policy (e.g., cardiac arrest, heart attack, stroke, trauma) critical elements shall be completed 100 percent of the time prior to leaving the ED. ePCRs shall be 100 percent completed and the data available for review by the receiving hospital and LEMSA within 24 hours. All ePCR submission standards may be audited over any three-month time period.

The County is developing a data repository and the Contractor will be required to connect its data systems (e.g., CAD, ePCR) to this location, at Contractor's expense.

The Contractor will provide regular operational dashboard reports. These reports, in a format and time period approved by the County, will include quality improvement (monthly), incidents of unit breakdowns, ePCR compliance (quarterly), volume of out of county mutual aid calls completed and received per month (quarterly), volume of Westside mutual aid requested calls completed and received per month (quarterly), and other key performance indicators used to determine compliance. The Contractor shall provide financials specific to the County EOA at least annually, preferably independent audited with 120 days of fiscal year end. Additionally, the Contractor may be required to produce additional reports to the Contract Administrator. These reports may vary depending on specific issues that need to be addressed.

4.16 Financial Requirements

The County expects bidders to establish, in their responses to the RFP, that bidders have a firm commitment to maintain:

- sufficient financial capacity to commence all services listed in the RFP on or before the implementation date; and
- sufficient financial resources to maintain all services for at least the primary Agreement period of five (5) years.

It is incumbent upon the Bidder to include sufficient information within the proposal package to allow independent reviewers and County staff to determine that the Bidder:

- A. Understands and documents all costs associated with the Contract;**
- B. Has documented all revenue sources; and**
- C. Has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the Contract.**

All Contractor costs shall be clearly defined and justified. Failure to justify these costs, in detail, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the Bidder's proposal and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the County is requiring the submission of financial surety instruments (e.g., bonds, letters of credit) to act as non-liquidated damages for non-performance and assist the County with the costs of the selection of a temporary or new permanent contractor. Any legal limitation or inability to fully meet this standard must be explored by potential bidders and disclosed in the bidder's proposal.

4.17 Fees for Service

The revenue premise for this RFP is a traditional fee-for-service system for ambulance calls. There is no general County subsidy offered as part of this procurement. It is also recognized that it may be in the best interest of the community to encourage other types of "at-risk" payment systems with local managed care programs and systems. Any existing contractual agreements or immediately anticipated arrangements, including membership programs, must be stipulated in the response to this RFP by the bidder. As future opportunities develop, Contractor must assure that all such arrangements will be forwarded to the County to be evaluated as they are proposed by the Contractor before they are implemented so as to assure that the other ambulance call sources, which are not part of the Agreement arrangement, are not subsidizing the benefiting managed care payer. These arrangements may be adjusted on a regular basis if the local population moves into managed care plans.

Upon award of a contract, the Contractor shall charge only the charges authorized under Agreement with the County. Adjustment to the charges may be authorized annually based on changes in the Consumer Price Index and other factors as stipulated in this RFP. No rate adjustment will be considered for the first 12 months, except if additional services are required by the County. All other changes to the rate structure must be approved by the County as stipulated in this RFP based on substantial documentation of need. All documentation shall be provided based on a format required by the County.

Bidders may be allowed alternatives to traditional fee-for-service arrangements on a case by case basis if the Contractor is not shifting additional costs to other EOA patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the County's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the area.

The current provider serving the EOA shared payer mix information, which is available in Attachment 2. Like the call volume data, the County has not independently validated the information and does not warrant any specific payer mix.

A. Public Funding Opportunities

There are new funding opportunities available to public agencies operating ambulance services – ground emergency medical transportation (GEMT) and inter-governmental transfer (IGT) funds related to Medi-Cal transports. The successful Bidder will be willing to partner and contract with the County as necessary to take advantage of these funding opportunities in order to benefit EMS system revenue. Any innovative approaches that bidders have utilized in other markets to reach these funding streams should be described as well as any recommended approaches for Merced County to benefit.

4.18 First Responder/PSAP Training and Coordination

All first response agencies in Merced County are fire-based, BLS systems with AED enhancement. First responder agencies are an integral part of a quality EMS system and the Bidder will be expected to document its experience and future efforts to coordinate with first responder agencies. The Bidder must demonstrate its ability to integrate its service including educational support with existing first responder, PSAP, and allied agencies. Regular training programs provided by the Contractor and scheduled coordination meetings with these agencies are expected. The County is interested in the Bidder's experience with joint training and colocation of training/education with first responder agencies and what may be proposed for this RFP. Contractor shall participate in critical incident stress management (CISM) programs along with first responders and other agencies to support the mental health of EMS staff.

Contractor must also agree to participate in training on Incident Command System (ICS) procedures related to multi-casualty incidents including, at a minimum, IS-100 (i.e., independent study program covering introduction to ICS). Field supervisors and managers will be expected to complete additional ICS training commensurate with their positions and possible role during a major incident. As an example, field supervisors and operational/clinical managers must complete ICS-300 and ICS-400 (both offered annually by the County at no cost) be capable of roles such as medical group supervisor, triage/treatment unit leader, patient transportation unit leader, etc. Managers should be prepared to function in a leadership and unified command role for larger incidents. All training shall be consistent with the LEMSA medical control policies, National Incident Management System (NIMS), and Standardized Emergency Management System (SEMS) requirements. Specific commitments regarding this coordination and training must be provided in the response to the RFP.

The Contractor shall re-supply first responders with disposable supplies on a one-for-one basis for supplies used by the first response agency in the response. To simplify restocking, the Bidder shall participate in the standardized supply and equipment project with the County providers.

First Responder Fees

Contractor shall agree to provide first responder fee that will bill a set fee for all first responder events where there is an ambulance transport and pass the net collected amount per event (less billing costs) to the first responder agency. The fee to be billed will be \$125.00 per transport. The Contractor will use prudent and normal industry billing standards for billing the fees. The method for invoicing, collecting and distributing the fees shall be stated in the proposal.

4.19 Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within established deadlines.

4.20 Safety and Risk Program

Bidders shall provide a safety and risk management program which shall include, at a minimum:

- A. A safety manual that ensures compliance with California Division of Occupational Safety and Health Agency (CAL/OSHA) requirements.
- B. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss.

- C. A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- D. A person must be responsible for the safety and risk program and he/she must have received formal training on risk and loss issues.
- E. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam; and
 - (2) physical capacity evaluation that is fair, nondiscriminatory, and commensurate with job requirements.
- F. An emergency vehicle operator-safety program that meets or exceeds any state or local requirements.
- G. A continuing education program for all employees on safety and health issues that is scheduled no less than annually.
- H. Ongoing monitoring of driver license status on all personnel.

4.21 Legal Entity

The Bidder must be a single legal entity properly licensed to do business in the State of California. This shall include all business or professional licenses or certificates required by the nature of the Agreement work to be performed and held by the Bidder.

4.22 License to Operate

By order of the County EMS ordinance, the County may recoup the reasonable costs of the RFP process in addition to the coordination and oversight of the Contract.

The successful Bidder shall pay a one-time fee equal to 50 percent (50%) of the remaining costs of this RFP process as specified by the County-approved fee. For this process, the full RFP development cost was \$108,000.

Section 5: Information for Bidder

5.1 Request for Proposal Deadline

Seven (7) responses plus a Portable Document Format (PDF) electronic file version shall be delivered to:

County of Merced
Department of Administrative Services-Purchasing Division 2222 "M" Street, Room 1
Merced, California 95340
Attn: Kim Nausin, Purchasing Manager

Responses shall be presented under sealed cover and clearly identified on the outside to read:

- Name of the Bidder
- Address of the Bidder
- Subject of the Response
- RFP Number
- Proposal Submittal Deadline Date

All required financial documentation (both paper and electronic) should be submitted in a separate enclosure.

Any Bidder, who wishes its response to be considered, is responsible for making certain that the proposal is received in the Merced County Department of Administrative Services-Purchasing Division Office by the closing date and time.

Upon receipt, each response should be noted with a separately identifiable response number, the date and time of receipt. Responses received prior to the time set for opening shall not be opened and will be secured in a locked receptacle.

5.2 Pre-Proposal Conference (Mandatory)

A pre-proposal conference will be held to discuss all relevant issues associated with the RFP and to permit Bidders an opportunity to ask questions. **Attendance is required.** Each firm will be limited to not more than four (4) representatives in attendance.

Please submit, in writing, any questions about the RFP that you would like answered at the pre-proposal conference. Please submit questions to the Department of Administrative Service – Purchasing Division, as referenced above, no later than three (3) working days before the conference to allow time for the County to develop a written response. This will allow for a more thorough response. Questions after the pre-proposal conference must be submitted in writing and be received by the County by the date specified in Section 3.4: Scheduled Activities. All questions will be answered in writing and forwarded to all attendees.

The pre-proposal conference may be taped. Please contact the Merced County Department of Administrative Services - Purchasing at (209) 385-7513 for confirmation of your attendance. **Oral answers at the conference will not be binding on the County.**

The County will also invite public safety agencies, including fire departments, to the conference where questions may be asked of those in attendance.

The location, date and time will be as follows:

Location: Merced County Department of Public Health Auditorium
260 East 15th Street
Merced, CA 95341

Date: October 14, 2019
Time: 10:00 a.m.

5.3 Interpretation, Corrections and Amendments

The Bidder must carefully examine the specifications, terms, and conditions expressed in the RFP and become fully informed as to the requirements set forth therein. If bidders planning to submit a response discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "REQUIREMENTS", or any other related matters, Bidder shall immediately notify the contact person as shown on the cover page of this RFP of such concern in writing and request clarification or modification of the document(s) no later than the Question and Answer deadline as set forth under Section 3.4, "SCHEDULED ACTIVITIES". No further requests for clarification or objections to the RFP will be accepted or considered after this date. Any change in the RFP will be made only by written addendum, issued by the Department of Administrative Services-Purchasing, posted on the County website and shall be incorporated in the proposal. The Bidder shall sign and date the amendment and submit same with the response.

The Bidder may fax requests to (209) 725-3535, or e-mail/mail questions to the Buyer whose name is specified on the RFP.

All inquiries shall be directed only to the designated County staff person shown above. Contact with any other County personnel or any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of a Bidder response.

5.4 Discussion with Responsible Bidders and Clarifications to Proposal

The County may, in its sole discretion, conduct discussions with bidders who submit responses determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of responses and prior to award for the purpose of curing any deficiency resulting from a minor informality or irregularity in a proposal or waive such deficiency, whichever is to the advantage of the awarding agency. In conducting discussions, there shall be no disclosure of any information derived from responses submitted by competing bidders to anyone outside the Evaluation Committee and County staff. The purpose of such discussions shall be to examine bidders:

- Qualifications
- Proposed method of performance
- Proposed personnel and facilities
- Compensation

All bidders submitting responses for consideration agree that their companies will be willing to enter into a final Agreement if awarded this RFP. The County may, in its sole discretion, negotiate certain terms and conditions of such final Agreement after identification of the

apparent successful Bidder. However, bidders should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements." Such negotiated changes will be non-substantive in nature and will not change the scope of work.

5.5 Announcement of Apparent Successful Bidder

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of Agreement finalization. The Board of Supervisors will officially decide to select or reject the negotiated Agreement.

5.6 False or Misleading Statements

Responses which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the response, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the response.

5.7 Investigation

The County reserves the right to continue its investigation of response after the Agreement is awarded and throughout the term of the Contract. The furnishing of false or misleading information during the proposal process may constitute a breach of Contract.

5.8 Rules for Withdrawal or Revision of Responses

A response which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of responses, provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the response must be filed with the County of Merced, Department of Administrative Services-Purchasing, before the deadline for the receipt of responses. The withdrawal of a response shall not prejudice the right of a Bidder to submit a new response, provided the Bidder can submit the new response by the deadline stated herein.

5.9 Independent Contractor

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an Independent Contractor and is not an agent or employee of the County and warrants that all persons assigned to the program/project are employees, or subcontractors, of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees, and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its subcontractor(s) and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractor(s) and employees, if any, shall have no claim under any Agreement that may result from this proposal or otherwise against County for vacation pay,

sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

5.10 Explanation of Use of Subcontractors

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal, state, and local access to the books, documents, records, and inspection of work. Bidder awarded any Agreement as a result of this proposal shall obtain County written approval of subcontractors identified in Bidder submittal prior to execution of Agreement.

5.11 Joint Ventures

In the event a response is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

5.12 Confidentiality

The contents of all responses, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's response shall be held in the strictest confidence until the negotiations for the Agreement are completed. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Bidder's response shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision agreement or an evaluation of the proposal or as its release may otherwise be required by law. If a Bidder contends that any submission contains trade secrets or proprietary data, please be advised that the County cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act.

The Bidder should clearly mark any of the information within its response is proprietary, however, the County will be guided by the California Public Records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or response; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE RESPONSE AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.

Submission of a response by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forwarded to County.

County shall not be required to contact any Bidder for information on behalf of any requesting agency. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

5.13 Pricing Conditions

All responses shall remain firm for at least one hundred twenty (120) calendar days after RFP Submittal Deadline unless otherwise specified. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline opening, a purchase order and/or an Agreement may be awarded by the County, as it may deem proper, in its absolute discretion. The time for awarding a purchase order and/or an Agreement may be extended at the sole discretion of the County, if required to evaluate responses or for such other purposes as the County may determine.

5.14 Proposal Terms and Conditions

The proposal itself is only a reference point to the County's standard general terms and conditions and is not the legal document itself unless and until incorporated into a duly approved and executed Agreement. Bidder agrees to incorporate by reference the County's solicited RFP, the Bidder's responding proposal and any other documentation deemed necessary by the County into any Agreement that may be derived from this RFP. Nothing in this RFP shall be construed to prohibit either party from proposing additional terms and conditions that are administrative in nature during negotiation of the resulting Agreement for the Bidder selected with the highest overall score.

Any Agreement that may be developed as a result of this RFP will not become legally binding until it has been approved by the County Board of Supervisors.

5.15 General Terms and Conditions – Agreement

The successful Bidder will be required to enter into a negotiated and final Agreement with the County, specifically identifying the scope of work as well as the County's general terms and conditions (sample agreement provided herein for bidders' review). All bidders shall familiarize themselves completely with the contents and requirements of the Agreement.

Section 6: General Provisions and Assurances

6.1 General Information

- A. The County reserves the right, at its sole discretion, to reject any or all responses that are not compliant with the terms of this solicitation, or to waive any informalities in the response and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not confined to cost alone. The county shall not be liable for any costs incurred by the Bidder in connection with the preparation and submission of this or any other response.
- B. Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.
- C. Each proposal must be submitted on such forms provided herein and must be placed in a sealed carton with the proposal number and closing date visibly displayed on the outside. Proposals received after this deadline will be rejected regardless of postmark date.
- D. All responses shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for a period of one hundred twenty (120) days from date of closing.
- E. All responses and accompanying documentation submitted by the bidders, except for the financials, will become the property of the County and will not be returned. Evaluation shall be based on the material contained in the response. Bidders are instructed to disregard any prospective oral representations they may have received prior to the solicitation of the proposal.
- F. The cost for developing and preparing the response is solely the responsibility of the Bidder whether any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Agreement.
- G. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL RESPONSES OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

6.2 Announcement of Responses

All responses received by the published closing date and time for submission will be publicly announced at the Department of Administrative Services - Purchasing at 2222 "M" Street, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other

information contained in the responses shall be confidential to avoid disclosure of contents prejudicial to competing bidders during the evaluation process. Representatives from organizations submitting responses may be present, but attendance at the announcement of the responses is not mandatory. No award decision, pricing, or exchange of views will be discussed at the response announcement.

6.3 Determination of Bidder's Responsibility

- **Responsible Bidder**

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible bidders.

- **Non-responsible Bidder**

The County may declare a Bidder to be non-responsible for purposes of this proposal for a variety of reasons, some of which are listed below. This is not an exclusive list - reasons may include the following but are limited to the below:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Agreement that may be derived from this proposal with the County or an Agreement with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the County or any other public entity; or
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

6.4 Public Disclosure

All public records of the County are available for disclosure except the contents of the responses received in response to an RFP, which are not open for public review until the Agreement between the awarded Bidder and the County is agendized with the Board of Supervisors. The working documents, evaluation tools and notes of the Proposal Evaluation Committee are not subject to the Public Records Act and therefore will not be disclosed.

If an unsuccessful Bidder files an official request to view the awarded Bidder's response, the County must comply with the appropriate public disclosure procedures. However, if information specifically designated in the response as proprietary is requested County may attempt to notify Bidder should Bidder wish to pursue protections against disclosure, at its own cost, so that the information will not be made available.

Pursuant to the California Public Records Act, Government Code Sections 6250 et seq., any Agreement that eventually arises from this RFP is a public record, in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception, and will be disclosed upon request, but only after negotiations are complete. Submission of any materials in response to this RFP constitutes your consent to release materials, and a waiver of any claim that the information is protected from disclosure. Furthermore, by submitting materials, you agree to indemnify and hold harmless Merced County for release of such information.

6.5 Qualifications of Bidder

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any response should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein. Examples include, but not limited to falsification/exaggeration of qualifications, lack of financial solvency, inability to fund startup costs, lack of insurance coverage, etc.

6.6 Disqualification of Bidder

A Bidder may be disqualified, and the response rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among bidders, in which case all responses involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- The Bidder or anyone acting on behalf of the Bidder has inappropriately influenced, attempted to influence, or done anything that might reasonably create the appearance of impropriety in, the County's selection process at any stage.
- Lack of responsibility, performance, or cooperation as discovered through reference checks and investigations.
- Being in arrears on existing agreements with the County or having defaulted on previous agreements.
- Delivery of its response after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

6.7 Integrity of Expenditure

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct.

6.8 Gratuities

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Agreement for future reward or compensation, neither during the proposal process nor during the performance of any Agreement period resulting from this proposal.

6.9 Conflict of Interest

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal.

The Bidder further covenants that if awarded an Agreement resulting from this proposal, no person having any such interest is presently employed or shall be employed in the future.

Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractor(s), and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any Agreement that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any Agreement that may be derived from this proposal without immediate divulgence or such fact to the County.

6.10 Federal, State, and Local Taxes

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Agreement. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

6.11 Compliance with Applicable Laws

The successful Bidder shall otherwise perform all obligations under the resulting Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and policies. The parties shall execute any amendments necessary to implement such laws. Examples of applicable laws include:

- No Contractor or subcontractor(s) may be listed on a bid response for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No Contractor or subcontractor(s) may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- Contractor shall comply without limitations with the Health Insurance Portability and Accountability Act (HIPAA) (42 United States Code [USC] sections 1320d et. Seq.)

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6.12 OSHA Requirements

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of Occupational Safety and Health Agency (OSHA) 1970 and CAL/OSHA 1973 as last revised. Bidder warrants that the described material, equipment, or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic

substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

6.13 Environmental Protection

The Bidder awarded the Agreement resulting from this RFP shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal agreements, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

6.14 Drug Free Workplace

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

6.15 Prevailing Wage Rates

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public works project laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq. A copy of this wage scale may also be obtained from the office of the Director of Industrial relations, State of California, or <http://www.dir.ca.gov/DLSR/PWD/mer.xls>

It shall be mandatory upon the Bidder to whom the Agreement is awarded, and upon all subcontractors, to ascertain and pay not less than the latest general prevailing hourly rates for Saturday, Sunday, holidays, and overtime work for each workman or mechanic employed in the execution of the work of this project as per determination made by the Director of Industrial Relations, California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

6.16 Legal Considerations

Any Bidder, by submission of a response to this proposal, and any subsequent Agreement that may be derived from this proposal, shall be deemed to have agreed to be bound by applicable sections of Title 41, USC, and the laws of the State of California and the ordinances of Merced County in all respects as to interpretation, construction, operation, effect and performance.. Any legal proceedings against the County or any state or federal agency regarding this proposal or any resultant Agreement shall be brought in the California courts.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any Agreement that may be awarded as a result of this proposal, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

6.17 Business License

Prior to the issuance of any purchase order and/or the performance of any Agreement derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County" (<http://www.qcode.us/codes/mercedcounty/>).

It is the intent of the Board of Supervisors of the County to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County Ordinance No. 1705.

Section 7: Special Provisions

7.1 Performance Security Provisions

- A. Contractor shall furnish, within 14 days of Agreement execution, performance security in an amount of one million dollars (\$1,000,000) in any of the following forms. The performance bond shall be considered liquidated damages in the event of Agreement default. Performance security options are:
- 1) Performance Bond: A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the County that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.
 - 2) Irrevocable Letter of Credit: An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.
 - 3) Cash Deposit: Cash which must be deposited with an escrow holder acceptable to the County and subject to an escrow agreement approved by the County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.
 - 4) Combination of the Above: Combination of the above must be acceptable to the County.
- B. Whatever form of performance security is selected by the bidder, the proposal shall indicate the form selected, and shall include full and detailed documentation of Bidder's ability to provide such security.

Any performance bond furnished by Contractor in fulfillment of the requirements of this Agreement for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon thirty (30) days advance written notice to the County. Not later than twenty (20) days following the commencement of the thirty (30)-day notice period, Contractor shall provide to the County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall constitute a material breach of Contract.

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

7.2 Emergency Takeover

In the event LEMSA determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after

Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Director.

If the Director concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the LEMSA to affect an immediate takeover by the LEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than seventy-two (72) hours after Director's decision to execute the emergency takeover.

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

Contractor shall deliver ambulances, dispatch and communications system, facilities and crew stations to the LEMSA in mitigation of any damages to LEMSA resulting from the Contractor's breach. However, during the LEMSA's takeover of the ambulances and equipment, LEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, LEMSA shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude LEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Director's findings or the nature and amount of the LEMSA's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with LEMSA to affect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Director was made in error.

LEMSA shall have the right to authorize the use of vehicles and equipment by another company. Should LEMSA require a substitute contractor to obtain insurance on equipment, or should LEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

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

LEMSA may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer, than LEMSA judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means LEMSA chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to LEMSA during an emergency takeover period. Contractor shall maintain and provide to LEMSA a listing of all vehicles used in the performance

of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to LEMSA within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

Section 8: Submitting Response and Content Requirements

8.1 General Information

This section describes the required response format and content. The response should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the response should be contained in a section entitled "Optional Exhibits and Attachments."

Each Bidder shall submit a complete response, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of the response.

Responses must be complete in all aspects. A response may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A response may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The response must contain all costs required by the proposal.

Responses must be clearly marked as stated herein and must be received by the date and time specified. Responses submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the response, the response may be rejected. However, if not so rejected, the original response will provide the basis for resolving such discrepancies.

The response must be typed. Every part of the response must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the response.

Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete, and consistent with the proposal content requirements.

A. Submission of Proposal

Proposal documents shall be delivered in a sealed box, clearly marked RFP# 7310 and addressed to:

County of Merced
Department of Administrative Services-Purchasing 2222 M Street, Room 1
Merced, California 95340
Attn: Kim Nausin, Purchasing Manager

B. Deadline to Submit Proposals

The deadline to submit proposals is December 6, 2019 at 4:00pm. **Proposals not received by the closing date and time and at the location specified will be rejected.**

8.2 Number of Copies to be Submitted

Please submit **one (1) original signature hard copy** to be **signed in blue ink** where required (original copy must be marked as such) and **six (6) exact copies** of the original for the Department of Administrative Services - Purchasing and the Proposal Evaluation Committee members. In addition to the hard copies required above, each Bidder shall also provide an electronic copy of the proposal, in its entirety, in Adobe Acrobat format (i.e., PDF) via USB thumb drive. The proposal and any attachments shall be two (2) separate PDF files. **Bidder shall submit one (1) paper copy of Financial Statement as set forth herein** as well as one electronic PDF copy of the cost budget file, the financial statement file, and any SIR disclosure associated with the insurance requirement in the Sample Agreement. CD, DVD, USB drive or other readily accessible media are acceptable options.

8.3 Response Format

The response must be developed on the forms provided in this package or must follow the proposal content requirements in the order in which they appear in the proposal. Responses that do not conform to this format may not be considered for evaluation. Responses must be typewritten and submitted on standard 8½" by 11" paper. Double-sided pages are encouraged. Each page must be clearly and consecutively numbered. All responses must be submitted in the name of the legal entity or authorized agency. Responses must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

Upon approval by the County Board of Supervisors, an Agreement will be developed for the proposal and will become legally binding upon the signature by the Chairperson of the County Board of Supervisors and the authorized official of the selected Bidder's organization.

8.4 Response Content

To ensure that comparison of proposals is as fair and complete as possible, all proposals shall employ the format described in this section, be tabbed, and included in three-ring binders. Special bindings, colored displays, etc., are not necessary. Proposals are limited to 200 pages and 200 pages for appendices (i.e., 200 single-sided or 100 double-sided pages each). All appendices shall be included in a separate three-ring binder.

A. Signature Page

Bidder must complete and return the enclosed Signature Page (Attachment A, "Signature Page"). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

B. Signed Amendment(s)

Bidder must sign, in blue ink, and include a copy of any amendments to the RFP.

C. Cover Letter

Each proposal shall have a cover letter, signed by the authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Bidder's full understanding and acceptance of all terms set forth in the RFP including the financial projections in the Bidder's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict of interest statutes or ordinances. The letter must state that the proposal is a firm and

binding offer to perform the services stated under the conditions specified in the proposal. Include the number of years that the Bidder has been in business under the present business name as well as any related business names. Describe any financial interests in any other related businesses. Failure to provide this letter will cause the proposal to be considered non-responsive.

- 1) Bidder shall ensure the placement of all signature forms required by the RFP in a section titled "Signature Forms" to immediately follow the cover letter.

D. Table of Contents

Each proposal shall be structured to incorporate a table of contents which shall clearly indicate where each required section is located. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies, and plans are encouraged to be placed in an appendix. All proposals shall include page numbers and have major sections tabbed.

E. Executive Summary

Each response shall have an executive summary that describes, in summary form, the essential elements in the proposal. The executive summary shall not exceed ten (10) pages in length.

Bidder's Credentials, Experience Local Management Team

The purpose of the Credentials, Experience and Local Management Team Section is for the Bidder to submit information on its organization, management, and operational experience.

The following questions and/or requirements must be answered in the order and format given.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of organization or legal entity (e.g., sole proprietor, partnership, corporation) and the state under whose laws the entity is formed.
- 4) List the names and addresses and share of ownership of all owners, shareholders, directors, officers, and corporate linkages of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided. If the Bidder is a corporation with thirty (30) or more shareholders, provide title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
- 5) Provide names and affiliations of all other corporations or entities potentially providing services to this Contract.
- 6) List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 7) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial

interests of the organization or parent organization in other related businesses above \$75,000.

- 8) Provide a narrative description of ambulance services and related services currently provided by the organization.
- 9) Describe the organization's experience in providing ALS-level emergency ambulance service under a performance-based contract serving an area with service conditions like those of Merced County (e.g., geo-demographics, payer mix).
- 10) Describe the local management team, roles and responsibilities and their backgrounds; include biographicals and attach resumes.
- 11) The Bidder and each of its partners or shareholders must provide letters from any EMS regulatory agencies (maximum of five where it operates at the credentialing level) stating that the Bidder has been in substantial compliance with the EMS agency standards, including response-time requirements, if measured by the agency, for the last two years.
- 12) List at least two (2) hospitals and two public safety agencies (e.g., fire departments, law enforcement agencies) with which the organization, or its proposed management team, has worked during the past year and which shall serve as references. These references do not need to be from local hospitals or public safety agencies.
- 13) Describe contracts with similar counties to Merced entered into during the past five years regarding ALS pre-hospital delivery of services showing year, type of services (e.g., 9-1-1, interfacility, combined), location, name and address of contracting agency.
- 14) Provide details, if any, of any failure, default, problems, or refusal to complete a contract by the organization.
- 15) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service during the last 10 years. Explain any medical malpractice suits with a dollar loss (list the actual circumstances, conclusions and dollar loss) for the last 10 years.
- 16) List accident rate per 100,000 miles driven for the past three years for the organization and its affiliates. Accidents are those reportable as defined by state law or insurance company policy.

Note: All auto collision rates and lawsuits must indicate organization- wide experience as well as experience for the California area, if applicable.

- 17) List any commitments and potential commitments which would impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 18) List planned number of employees for this contract using the format below (use separate charts for current and planned):

Category	Full Time	Part Time	Total
Management			
Accounting/Billing			
Supervisors			
EMT-Paramedic			
EMT			
Dispatchers			
All Others			
Total			

Bidders shall define their use of "full time" and "part time." "Management" personnel shall include personnel who are scheduled for less than 25 percent of their time in the field. "Supervisors" are expected to be in the field at least 50 percent of the time.

- 19) Using the format below, document the number of ambulance responses/transport conducted by the organization and/or the management team for this RFP in any contract or exclusive area with a similar performance expectation, population, geographical area or transport volume during the past twelve (12) months. Identify each contract and exclusive area served on a separate chart (maximum of five separate jurisdictions).

Call Type	Responses	Transports
9-1-1 Priority 3		
9-1-1 Priority 1 and 2		
9-1-1 Backup/Mutual Aid		

- 20) Supply Bidder's annual turnover rates by category of personnel, define "turnover," and how it is calculated.
- 21) Supply supporting documentation to demonstrate existing capabilities to furnish service which is like that required under this procurement.
- 22) List and state current status and/or outcomes of any current or pending criminal cases or investigations against any officer or manager of Bidder.
- 23) List and state the current status and/or outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations involving the Bidder and its personnel for the past ten (10) years in all operations.
- 24) List and state the status and/or outcomes of any investigations for affirmative action violations involving the Bidder and its personnel.

F. Detailed Description of Proposal Sections

The submissions will be evaluated based on the extent to which the proposing organization (or in the case of a new entity, the agency, or its constituent organizations) has the special experience described below. The submissions will also be evaluated based on the extent that the Bidder's key organization and local management personnel (which may include general partners, directors, officers, and principal management personnel) possess this experience or have participated in the Bidder's acquisition of this

experience as management personnel. The criteria set forth below describe the desired minimum experience. Each response must describe how and to what extent the organization or its key management personnel meet or exceed these criteria.

Each of the sections in the table of contents is described below. It is the intent of this procurement to preserve or improve upon the current pre-hospital system in every category of service, and to meet or, where possible, improve the quality of service. Thus, Bidder shall describe its capabilities and agree to meet or exceed minimum service requirements. Failure to accept County's minimum service requirements in any service category may be grounds for automatic disqualification. While additional commitments are not encouraged, all additional commitments, if offered, shall be separately stated within each section, and the costs associated therein shall be separately identified.

(a) Criteria for Evaluation of Bidder's Credentials, Experience and Local Management Team

1) On-Site Key Personnel, Organization and Management Description

Minimum: Bidder shall include job descriptions and resumes of the on-site and off-site management team that will oversee operations, quality, training, vehicle maintenance, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this EOA. Bidders shall specify which key personnel listed above will be full-time on-site (i.e., in Merced County) vs. off-site, if applicable. *There must be sufficient continuous quality improvement staffing to track and train on the new benchmark standards set by this RFP process.* The qualifications of the key personnel are a significant consideration for review of this section.

2) Field Supervision

Detail how Bidder shall provide field supervision. Bidder shall propose names and qualifications of field supervisory staff anticipated as part of this proposal. At a minimum, the County always expects one field supervisor to be on duty. The job description shall require being in the field communicating, educating, observing, outreach to first responders and hospitals, and running calls with EMS crews at least 50 percent of the time. The field supervisor shall always be immediately available to respond to any request by the County or public safety personnel from within the EOA and shall be authorized to represent on behalf of the Contractor. The field supervisor shall not be assigned an ambulance shift or staff an ambulance except in very rare circumstances (e.g., covering for an employee who goes home in the middle of a shift due to a family emergency or fatigue issue until relief staff is available).

3) Criteria for Evaluating Bidder's Credentials - Please respond to each section below and detail Bidder's experience, including key personnel, and/or compliance with each of the following:

- a) Demonstrated experience as an ALS ambulance service provider to populations over 150,000 residents or equivalent experience in a single contiguous area. The contiguous area may be made up of multiple political jurisdictions which may include multiple cities, counties, states, or other jurisdictions.

- b) Describe historical experience with response-time standards in an area with small to moderate-sized population centers separated by sparsely populated unincorporated areas. The population may be in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
- c) Demonstrated experience providing 9-1-1 ambulance service at the ALS level in a contiguous area totaling at least 1,000 ambulance hours per week.
- d) Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience as required in this RFP.
- e) Financial strength, stability, and reputation.
- f) Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.
- g) Demonstrated ability to provide a high level of ambulance resource management performance.
- h) Demonstrated commitment to maintaining quality personnel.
- i) Describe any instances in the last five years where the Bidder has been found in minor or major breaches of contracts. Detail debts owed or encumbered related to any 9-1-1 contract.

(b) Compensation Package and Working Conditions

The County encourages bidders to demonstrate how their wages, benefits, shift schedules, and expected productivity will attract and retain experienced personnel, especially existing employed paramedics and EMTs, in the County. The Contractor shall devise a wage and benefit package to encourage personnel to remain within the EMS system, reduce the turnover rate, and meet all applicable state and federal laws (e.g., Fair Labor Standards Act).

No scheduled shifts greater than twenty-four (24) hours are permitted unless under a written policy approved by the County. When an employee is required to holdover, that time will not exceed six (6) hours. The Contractor must have a policy and monitoring system in place to prohibit staff from working greater than 48 out of 60 hours. Bidder shall describe its approach to avoiding mandatory overtime including use of part-time employees, subcontracting, etc.

Bidders must submit their turnover and vacancy rates for the past three years for all categories of personnel and the salary levels (current and proposed) for entry, middle, and top levels for all personnel. At least 51 percent of field staff must be full-time employees and not part-time or contracted.

Note: Wages and benefits are significant areas of review for this RFP. At a minimum, the Bidder shall provide a specific personnel plan which compensates personnel commensurate with area expectations and which produces low attrition. Wages should be structured to recognize multi-cultural capability commensurate with the needs of the County. The Contractor shall supply multi-cultural sensitivity training to its employees.

(c) Incumbent Work Force

Bidders should note that the handling of the incumbent work force is a significant factor in the rating of proposals.

A preference to currently employed EMTs and paramedics in Merced County shall be given by bidders. Interviews should be offered to existing supervisors. Bidders shall provide specific plans to this effort in their proposals.

Bidder is required to make and document its best efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new EMS system. As this subject is an important aspect of the analysis of proposals, plans for a smooth transition of the work force must be detailed.

1) Work Force Diversity

All bidders must submit evidence that there is a plan in place consistent with currently applicable federal, state, and local laws and regulations, to promote diversity of personnel in the organization, including methods for meeting this need and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority personnel.

2) Workload Management and Scheduling Practices

The Bidder shall normally schedule to provide staff at least eight hours of rest between regularly scheduled 24-hour shifts. No employee shall work more than 36 hours without a fatigue assessment. Contractor shall have and enforce an operational policy to ensure on-duty staff is always rested and response ready, regardless of shift length and/or work schedule. Contractor's policy shall include a mechanism for on-duty staff to be relieved from response duties if fatigued.

3) Training Programs

Minimum: Contractor shall furnish, in-house or by approved subcontract, an in-service training program plan which will allow field personnel to meet the State of California recertification, or licensing requirements. Contractor shall also cooperate with the current LEMSA continuing education program.

4) Supervisors and Managers

Describe any employment consideration provided to existing supervisors or managers within the new organization, and at what level, in order to preserve the level of expertise within the County.

(d) Response-Time Commitment

In this section, the Bidder describes how it will meet the response-time performance standards set forth in this RFP. Outlier and zone non-performance payments shall be in accordance with the provisions set forth in this RFP.

The Bidder's plan for the location and housing of field staff and units for meeting response-time performance shall be included in the proposal. The SSP shall include the number of units on duty by hour and day, the post locations used, the priority of post locations, move up triggers, and the rationale for the SSP.

Minimum: Requirements for response time performance on calls originating within the EOA are set forth herein and shall be used as the basis for preparation of this section.

(e) Fiscal Strength

In this section, the Bidder describes its company's fiscal strength highlighting features of the financial documents provided as required as well as other aspects of the Bidding entity's that would allow evaluation of its fiscal viability to initiate, operate, and sustain this Contract.

Cost and Revenue Forecasts and Budgets

In this section, all costs and all revenue sources must be clearly listed, and assumptions documented for the initial five (5) year period of the Contract. Since cost and revenue projections will be compared among all bidders, the County requires that information be provided in the format and with the level of completeness and detail specified herein.

The County requires all bidders to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the County may clearly determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

All revenue sources must likewise be fully described. The County assumes that patient care fees will be a major component of Agreement financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in this RFP and must be consistent with volume-related cost projections. Bidders must identify all other revenue sources supporting their proposed budgets and must explain how these revenue sources will change as a result of this commitment.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the Agreement separating out costs and charges for alternatives.

Bidders must describe all revenue sources (direct and in-kind) and document working capital needs and sources for the startup of this Agreement and/or any changes anticipated for this Agreement plus any sponsoring organization's commitment to Agreement financing (if any) and the legal authority to continue this commitment throughout the term of the Contract.

Note: Proposals shall submit charge data broken down on a call basis using a spreadsheet format to show stepping down of all costs to a per-call basis.

Financial Statements

In addition to the budget, a complete set of financial statements for the organization shall be provided for all responses. Three (most recent) consecutive years of financial statements shall be provided, of which one year shall be a fully audited financial statement and shall include all required disclosures, if provided with the original audit. The remaining two years of financial statements shall be reviewed statements, as defined by the American Institute of Certified Public Accounts (AICPA). If the Bidder does not have a fully audited financial statement, conducted within the past three years, submit a reviewed statement in its place. Note: Reviewed statements, in lieu of an audited

statement, shall be subject to the limited interpretation that the statements offer. Financial information will be kept confidential if so stamped on each page.

All bidders should be aware that the documents requested will serve to confirm the soundness of their current financial positions. The County's intent is to award the Agreement only to an organization demonstrating the financial capability to operate successfully. Failure to provide the items listed in the detail required above will automatically cast doubt on the financial expertise and soundness of Bidder.

Mathematical errors will also cast doubt on the credibility of the proposer. All financial information contained in the proposal shall be considered confidential and proprietary to the Bidder and only released as may be required by law. Bidders should submit all required financial information in a separate, sealed envelope clearly marked with the RFP Section numbers that the Bidder is responding to, and clearly mark the envelope "Confidential and Proprietary." County shall have the right to audit prospective Contractor's financial and other records.

FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO COUNTY AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR RETURNED WITHIN SEVEN (7) WORKING DAYS FOLLOWING CLOSE OF RFP PROCESS. IF BIDDER WISHES TO HAVE FINANCIAL STATEMENTS RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.

THIS INFORMATION IS TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE," RESULTING IN REJECTION OF RESPONSE.

- 2) Financing
 - (a) Capital Financing

Bidder shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations within the proposal. It is the Bidder's responsibility to conclusively document the source, the availability of the capital, and the firm commitment of the source or sponsoring agency, as appropriate.

- (b) Rate Adjustment

During the term of the agreement, the Contractor will be allowed opportunities for rate adjustments, which will be based on the Bay Area Medical Consumer Price Index (CPI) change in the most recent 12 months. This CPI rate will be adjusted based on the most recent 12-month Contractor payor mix for MediCal and private-pay/charity percentages. This approach is meant to compensate for the lack of new revenue available from these two payor sources. For approval of the new rates, the Contractor should demonstrate that the increase will not exceed the profit margin cap outlined below. The table below is an example rate adjustment.

Rate Adjustment Example	
Bay Area Medical CPI 12-month change	5.1%
Divided by (100% - MediCal/Private Pay)	52.9%
Rate Increase	9.6%

The Contractor may propose rate changes to the County no more frequently than annually unless the Contractor can demonstrate to the satisfaction of the County that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.

In order to ensure a fair and appropriate cost to residents and visitors to the County, the Contractor's reported profit margin will be considered before any rate change. Any increase shall be held to the anticipated annual profit margin of seven percent (7.0%) received through this Agreement with the County. If the Contractor's annual financial statements indicate greater than seven percent (7.0%) profit margin, a rate increase shall not be made. The Contract Administrator shall either require a rate reduction to bring the profit margin under seven percent (7.0%) moving forward OR reinvestment of profit margin into the EMS system (e.g., field staff salaries, public-access defibrillators) to maintain the profit margin cap moving forward.

If an Agreement extension is approved, the rate of reimbursement for additional terms let under the Agreement should be negotiated with the Contractor based on the following:

- a. Actual expenditures by the Contractor, as documented during the first Agreement term and approved by the Contract Administrator.
- b. Changes in stated program requirements.
- c. Other reasonable costs or increases in cost over which the Contractor has no control.

The County should assure, by audit if necessary, that all cost increases are reasonable and necessary to the continuation of the Contract.

3) Insurance documentation

Bidder shall provide a copy of their Certificate of Insurance including all waivers and endorsements. If applicable, Bidder will provide their insurance policy with their SIR documentation.

4) Other Financial Information

In this section, the Bidder may submit any other financial information that the Bidder considers relevant.

(f) Equipment Maintenance and Management

In this section, Bidder shall describe, in detail and with brand names, the major equipment items to be furnished, and the scheduled replacement policies related to

each class of equipment. In addition, Bidder shall stipulate the policy which shall govern, throughout the term of the Contract, fleet size as a percentage of maximum scheduled peak-load unit coverage requirements for the EOA. This shall be at least 140% of peak-load unit scheduling and no more than 50% of the reserve fleet can be unavailable at any one time. To ensure greatest level of surge capacity, all units shall be fully stocked and ready for deployment, regardless of primary or reserve. The overall fleet and management program shall be full described such that the Evaluation Committee may ascertain the caliber and capability of the maintenance and equipment management program.

(g) Billing/Collection Program and Data Integration

In this section, Bidder shall describe its proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- 1) System shall generate and electronically bill Medicare and Medi-Cal statements.
- 2) System shall be HIPAA compliant during the term of the Agreement and as required by law.
- 3) System shall handle third-party payers, self-pay patients, special contracts, diagnostic-related group (DRG) transports, and other special arrangements.
- 4) Itemized statements shall list all procedures and supplies employed, unless included in base rate.
- 5) System must be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates, types of payments made, and other inquiries.
- 6) System must provide daily, monthly, and annual reports which furnish clear audit trails, including details of payments and adjustments experience.
- 7) System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- 8) System shall support monitoring of employee accuracy and completeness in gathering required operations.
- 9) System shall facilitate updates of account type, addresses, and other pertinent patient and third-party payer data.
- 10) System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:
 - Assignment of follow up based on accounts receivable aging reports
 - Reminder mailings
 - Telephone collection methods
 - Policy regarding use of collection agents

- Policy regarding write-off of accounts receivable
 - Identifying and pursuing alternative third-party payments and other reimbursements
 - Policies for hardship cases, charity care and write-offs
- 11) Bidder shall prohibit on-scene collections.
 - 12) Billing and collection data shall track to dispatch data by use of a record identifier.
 - 13) Bidder shall monitor its personnel for any exclusion as a provider of medical services under Medicare or Medi-Cal.

(h) Initial (ambulance) System Status Plan/Unit Hour Commitment

In this section, the proposal shall include an initial coverage plan to be in effect during the first three months of the Agreement term. The SSP may employ more unit hours per week than Contractor projects will be needed later in the contract.

Minimum: Bidder shall specify the minimum weekly unit-hour coverage to be initially employed. Contractor must meet or exceed this plan during the first three months.

(i) Integration with Existing First Responders and Behavioral Health

The existing EMS system has significant resources that should continue to be leveraged to develop the optimal approach to cost-effective and highly efficient prehospital care within the County. This section should detail the Bidder's coordinated approach to EMS. The specific method how each zone will be covered shall be described.

Coordination with County Behavioral Health & Recovery Services is necessary to ensure the mental health needs of the community are met. Bidders should describe existing relationships that support enhanced behavioral health with other clients,

Minimum: Bidder should specify how it plans to integrate with the existing first responder and behavioral health public agencies as defined as a minimum here and in Section 4 of this RFP. Include demonstrated experience within other EMS systems working with first responders and mental health caregivers.

(j) Commitment to EMS System and the Community

In this section, Bidder shall detail its intentions regarding involvement in and support of the first responder and community education and service programs. Contractor shall describe a methodology for integrating its services with existing first responder public agencies including fire departments, police agencies, and 9-1-1/PSAPs. Specific plans must be submitted with prioritized objectives. These commitments must include specific procedures for scene control and problem resolution. A commitment and process for supporting first responder training needs and training schedules must also be described. These requirements would only go into effect if requested by existing EMS providers and approved by the County. Commitments for ongoing liaison with the agencies must also be stated. Commitments to disposable item re-supply as described in the First Responder Section should be explained here.

The provider must develop a plan for the prompt return of first responders and nurses to their respective stations or hospitals, as appropriate, should they be used while transporting patients. Bidders should not assume that a firefighter will always be available to ride into the hospital to assist with critical patients (e.g., cardiac arrest, STEMI, bariatric transports).

Involving the community in "pre-EMS" education plays a crucial step in patient outcomes. Bidder shall describe its commitment in time and resources to improving the care provided in the community prior to EMS arrival. At a minimum, the Contractor is expected to complete a minimum of 12 hours of community education monthly (reported annually). This shall be completed without using on-duty ambulance crews in order to preserve 9-1-1 resources. Examples include public events, school tours, MCI exercise participation, first responder in-service training, bystander and school-partnership cardio-pulmonary resuscitation (CPR) classes, "Stop the Bleed" campaign, helmet safety, public access defibrillation (PAD), etc. Ideally, other EMS stakeholders will be offered the ability to participate during events in their communities as well as utilize Contractor's materials to offer more educational opportunities. The Emergency Medical Care Committee (EMCC) should also be involved in identifying important topics that will most benefit the community. Ambulance standbys at events would not qualify.

MCI planning must be proposed by the Bidder and shall be discussed in this section. The Contractor is expected to continue the established tactical EMS program with the Sheriff's Office. This may include developing a tactical casualty care training policy, which all of Contractor's field staff will be required to complete within the first 24 months of policy completion. The Contractor will be required to maintain a supply cache in an orderly and complete fashion to serve its own needs for a minimum of 7 days in case of disasters or interruptions in supply chain. The Contractor will be required to complete this requirement within six months of Agreement execution with the County.

Minimum: Contractor shall restock or pay for restocking first responder medical supplies used in response to emergency medical calls as is currently practiced in Merced County subject to applicable federal and state laws. In the course of retrieving Contractor equipment from out-of-county hospitals (e.g., backboards), Contractor shall bring back any County EMS providers' equipment for pickup at the Contractor's main office. Contractor shall participate in MCI training and events as well as maintain a disaster cache. A plan for community commitment to include programs on public education and other service is required.

(k) Proposed Patient Charges

The County requires all bidders to use the same assumptions to allow equitable comparisons among the proposals. The bidders shall assume no general County subsidy for this procurement. It is the County's desire to encourage proposals that achieve a balance in service, cost, and the subsequent fee charge.

This RFP requires a well-defined charge system which assures no "overcharging." Patient charges are an expected element of this proposal, subject to approval and incorporation in the Agreement with the County. In this section, Bidder shall state the charges that it proposes to set for its services listed in Attachment 4 and shall provide information justifying those charges. The rates will be considered inclusive of supplies and equipment utilized during patient care.

Minimum: In setting charges, the Bidder must use the assumptions stated below, in order to allow equitable comparisons among various proposals. If the Bidder believes that any of these assumptions would lead to charges set by the Bidder that are too high or too low, the Bidder may so state and should then explain what changes should be made to the assumptions or to the proposed charges, in order to set the charges at a more appropriate level. The assumptions to be made by the Bidder and other considerations that should enter into the setting of charges are as follows:

- 1) **Number of calls/ transports**: The estimated number of annual transports is provided in Table 4 for purposes of proposing and evaluation only. No guarantee of future revenues or results is made by the County.

Service Type	Transports
9-1-1	20,529

Table 4

Please see Attachment 2 for the historical response and transport data as provided by the current ambulance providers; again, the County makes no guarantees or promises to the accuracy of the data provided. Bidders are encouraged to review CAD data provided to further ascertain the most accurate information.

- 2) **Mileage**: An average of 7.0 transport miles shall be assumed for the purposes of evaluating the proposals.
- 3) **Base rate**: Assume that charges shall be consistent with the level of service provided to the patient, not the level of readiness provided by the Contractor. This will be a bundled base rate including all supplies and equipment other than oxygen. For the sake of the budget required, assume 75 percent of all 9-1-1 transports are ALS, 25 percent BLS.
- 4) **Non-transport rate** Bidders must propose a non-transport fee for circumstances where services are requested and provided at-scene but transportation is refused or unnecessary. Specific protocols should accompany the proposal.
- 5) **Oxygen**: 10.2 percent of all calls required oxygen (2018 provider data)
- 6) **Assignment**: All bidders must agree to accept assignment from Medicare and Medi-Cal.
- 7) **Average charges**: The Bidder shall calculate the average charge per call that would occur if the charges set by this RFP and the charges proposed by the Bidder were implemented. The computation must use standard formulas for such computation and must use the assumptions set forth above regarding call volumes and frequency of the various charges. The computations must be set forth in this section.

(I) Commitment for Clinical Quality/Innovation

In this section, the Bidder demonstrates the level of clinical sophistication that will be possessed by its field and management staff. The County is placing a significant emphasis (and related proposal scoring weight) to the clinical sophistication of the provider. There is data-driven research justifying certain care paths in a timely manner for EMS patients. Contractor will need to demonstrate a significant commitment to field, supervisor, and manager resources to drive clinical excellence through training, education, proactive steps, retrospective chart reviews, etc.

Specifically detail the percentage of time budgeted for each supervisor and manager related to quality.

1) Commitment to Clinical Quality

The Bidder shall prepare a continuous quality improvement (CQI) plan meeting the standards of the quality improvement movement in the healthcare industry and consistent with the LEMSA policies and the California EMS Authority System Model Guidelines. The plan shall describe:

- (a) new hire training and orientation;
- (b) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;
- (c) continuous learning and development of staff and management;
- (d) service to all internal and external EMS providers and customers;
- (e) commitment to participate in and contribute to the LEMSA CQI process;
and
- (f) commitment to cooperate with system research.

The plan should include internal mechanisms such as: Contractor medical director, CQI manager, CQI committee structure and process, prospective training and education efforts, concurrent and retrospective review, establishment of performance indicators and development of personnel performance improvement plans, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution, and the documentation and tracking of implementation strategies and outcomes.

- (g) Required interfaces
 - (1) County of Merced
 - (2) Receiving Hospitals
 - (3) First Responder Agencies
 - (4) PSAPs
 - (5) Public Health
 - (6) Law Enforcement Agencies

Additionally, this program shall include the following elements:

(h) Patient Rights

The Bidder shall include a policy on the client/patient rights which shall, at a minimum, provide the following:

- (1) fast, effective medical treatment and transportation to a facility of their choice (unless this conflicts with LEMSA policies), regardless of ability to pay;
- (2) full information regarding the immediate treatment needed with the right to refuse any treatment or service;
- (3) full explanations of bills about which the patient has questions;
- (4) confidential treatment of medical records;
- (5) listening to patients during transport or later and answering all questions promptly;
- (6) billing insurance or third-party payer as part of the service to the patient;
- (7) charity care policies and thresholds (e.g., 300 percent of Federal Poverty Level) for patient bill write offs and discounts; and,
- (8) retention of patient records and patient access to their records.

Copies of these policies shall be described in the Bidder's proposal.

2) Performance Measures

As part of the service delivery, the County desires to improve patient outcomes by identifying, monitoring, and implementing performance measures that are data-driven and clinically proven to be effective (see Contractor Report

Card, Attachment 5). Describe Bidder's current efforts and results to implement clinical quality improvements that have increased performance measures.

Examples include, but are not limited to:

- (a) approach to airway management including end-tidal CO2 monitoring;
- (b) bronchodilator administration for wheezing;
- (c) stroke scale use;
- (d) minimal on-scene times for trauma, stroke, and STEMI patients;
- (e) correct identification of STEMI cases;
- (f) transport of ROSC patients to a STEMI center;
- (g) aspirin administration during heart attacks; and
- (h) proper clinical documentation.

In addition to the Contractor Report Card, the County is identifying "System Vital Signs" across all aspects of prehospital care (e.g., public, dispatch, first responders, hospitals) that may show the effectiveness of the EMS system overall. Examples may include:

- (a) time to CPR;
- (b) bystander CPR/automated external defibrillation (AED) rate;
- (c) return of spontaneous circulation (ROSC) rate;
- (d) ROSC to hospital discharge rate;
- (e) 911-to-balloon time for STEMI;
- (f) 911-to-needle for stroke;
- (g) under/over trauma triage rate; and
- (h) patients hospitalized after declining ambulance transport within prior 24 hours.

It is expected that the Bidder will play a vital role improving the overall EMS system clinical standards. The selected medical director should have the necessary local experience working with EMS crews to oversee a strong clinical program with excellent care review and field crew education.

3) Innovation

The County stakeholders are committed to constantly reviewing and improving EMS services for the community. During 2018-2019, an EMS Next Generation Task Force was created to identify innovations and best practices from other EMS systems for possible applicability locally. The formula below describes the mission developed by the EMS stakeholders of the County:

Best Outcomes = Right Resource + Right Time + Right Patient + Right Care + Right Destination + Right Cost

After hearing subject matter experts speak from innovative EMS systems, the Task Force prioritized the following best practices as having value for this community.

- 1. Clinical outcome-based care
- 2. No response time requirement for non-emergency
- 3. High system user diversion
- 4. Mental health
- 5. Consolidated dispatch
- 6. Resource access program

Bidder shall describe its role in other operations providing innovation, such as those listed above, and striving to meet the mission and values developed by the Task Force. Ultimately, the EMS system must do what is right for the patient and the selected Bidder will be a critical partner in that endeavor.

The County participates with the Central California Alliance for Health ("Alliance") to manage Medi-Cal lives for its residents. The Alliance is interested in future partnerships with EMS organizations that can reduce costs, increase efficiencies, and improve the healthcare of its membership. This may include community paramedicine, enhanced 9-1-1 patient evaluation, alternative dispositions, etc. The Bidder shall be willing to participate with the Alliance in partnerships that accomplish better care and service as allowed under state law. Any partnership shall not utilize 9-1-1 transport revenue to fund new related expenses; it should be revenue neutral for the Contractor. Bidders are encouraged to share any existing managed Medi-Cal/Medicaid partnerships that have accomplished the Alliance's goals.

Minimum: Bidder shall agree to partner with the County and its EMS stakeholders to review and improve the EMS system. As other best practices are implemented locally, Bidder shall agree to share information and support these programs. This includes being active participant with any EMS innovation committees established by the County and its EMS stakeholders. If a program has an impact on expenses and/or revenue, such as a decrease in transports, Contractor agrees to negotiate with County for a "net zero" change in profit margin.

(m) Bidder's Qualifications

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications, experience, and capability to perform the requirements of this proposal. The following sections must be included:

1) History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

2) Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities like the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your response.

3) References

specifically related to the organization's current and existing:

- a) Agreements and contracts
- b) Clinical performance as an ALS contractor
- c) Quality assurance/improvement program effectiveness
- d) Response-time performance
- f) Vehicle maintenance and replacement program
- g) Relationships with first responder agencies
- h) Organization's local and/or national reputation as a contractor of ALS service
- i) Relationship with labor organizations

Note: Letters of reference must include the following:

- a) Be signed and dated by the author
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Bidder
- c) Describe the extent to which the author/organization is familiar with the Bidder and the Bidder's work/performance

Note: Letters of reference will not be supplied by or considered from the County staff members.

(m) Performance Security Method

Bidder shall describe in detail its intended method of satisfying the performance security requirements as identified in Section 7 of the RFP.

(n) Agreement Provisions

The proposed Agreement is provided in Attachment 6 of this RFP. The County reserves the right to make further, non-substantive refinements to the Agreement as necessary (e.g., required reports, frequency/format of reports, community education specifics, definitions, clarifications, clinical and performance standards).

Section 9: Award, Selection, and Evaluation Criteria

9.1 Basis of Award

Award will be made to the Bidder whose response demonstrates the most responsive proposal to the County. The County shall not be obligated to accept the lowest cost response but will make an award in the best interests of Merced County after all factors have been evaluated using an objective scoring system. The response with the highest overall score will be the apparent successful Bidder.

The County reserves the right to reject any or all responses that are not compliant with the terms of this solicitation, to waive any informalities in the proposal and minor irregularities, technical defect or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not be confined to cost alone. False, incomplete, or non-responsive statements in connection with the response may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

The County reserves the right to cancel or discontinue with the proposal process and reject any or all responses, when the County's Department of Administrative Services – Purchasing determines in writing that cancellation is in the best interest of the County for reasons such as those listed below:

- a. There is no longer a requirement for the furnishing of such items, materials, equipment and/or services.
- b. Funding is no longer available for this proposal.
- c. It is otherwise in the County's best interest to cancel the proposal process.
- d. Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
- e. All otherwise acceptable proposals received are at unreasonable prices.
- f. The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- g. The proposals received did not provide competition adequate to ensure reasonable prices in accordance with local resources or generally accepted prices.
- h. No proposal is received which meets the minimum requirements of the RFP.
- i. The County determines after analysis of the proposals that its needs can be satisfied by a less expensive method.

All Bidders will be notified in writing of the specific reasons when the process is cancelled, discontinued, or why responses were rejected.

9.2 Selection of Response

An Evaluation Committee will be established to evaluate the responses consisting of recognized EMS system experts selected by the County. All Evaluation Committee members will be thoroughly screened for conflicts of interest. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to be forwarded to the Board of Supervisors based on the evaluation of all elements to this proposal. Selection will not be made primarily on cost but will be based upon the response that receives the best overall score based on the evaluation criteria of the County's needs.

9.3 Evaluation Criteria

The Evaluation Committee will consider only those responses which have been considered responsive to the RFP. Any response which fails to meet the requirements of the RFP will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the subcontractors' references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a response; and seek and review any other information deemed pertinent to the evaluation process. Overall, the Bidder shall agree to provide any other information the County determines is necessary for an accurate determination of the prospective Contractor's qualifications to perform services.

9.4 Proposal Evaluation Process

A. Evaluation Committee

The Evaluation Committee may include non-voting subject matter experts from Merced County including but not limited to: Public Health Agency Director, (non-bidding) public safety representative, and other technical consultants as may be determined appropriate. Subject matter experts will not score the RFPs and will only provide local expertise as requested by the evaluators to fully appreciate the benefits or damages of any specific proposal components.

B. Conflict of Interest

All Evaluation Committee, advisory group members, and other parties involved with the review of responses shall be carefully screened by County for potential conflicts of interest. Each evaluation participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County. Those potential evaluation participants with a material conflict of interest, as determined by the County, will not be allowed to participate in the evaluation process.

C. Evaluation of Responses

All responses must specify capabilities to meet or exceed credentialing standards. Each response must provide enough information to demonstrate that the Bidder has the level of credentials, scope of service, and financial capabilities for this Agreement to complete an initial screening and evaluation process. The County will appoint an evaluator who will begin the review process with an initial screening of credentials and response completeness. The evaluator will submit the results of his or her initial screening to the Evaluation Committee. Each member of the Evaluation Committee shall complete an individual response ranking sheet (see Attachment 7) and rank each response according to the individual reviewer's judgment as to the relative merit of competing responses.

At the discretion of the Evaluation Committee, a presentation by the bidders may be requested by the Purchasing Division with at least two (2) weeks' notice. If requested, each Bidder will be allowed 45 minutes of presentation and up to ninety (90) minutes of questions and answers by Committee members.

Bidders may include up to eight (8) staff persons; however, at a minimum the chief executive officer or equivalent, chief financial officer, and anticipated manager of the EOA shall be present. The order of presentations will be determined by random draw.

Bidder presentations are not public meetings and attendance will be restricted to County staff, Bidder staff, subject matter experts, and the Evaluation Committee.

The Evaluation Committee will not allow any public testimony or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a response or to obtain additional information necessary to properly evaluate a response. The Evaluation Committee shall make its recommendations to the County which may include that any or all responses be rejected.

D. Scoring Process

Response submissions in regard to each scoring category shall be scored and re-scored by each Evaluation Committee member. Responses will be rated individually allowing for more than one response to receive the same score per category; the only exception is the pricing of service category. An initial review of all responses by the County or its designee for completeness and a review on credentials (pass or fail) will be conducted before any response is reviewed by the Evaluation Committee.

Each proposal category will receive the allocated percentage points based on the following criteria:

Points Awarded	Description
100%	Excellent: The response successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor, and the element contributes appropriately to meeting the requirements of the criterion.
75%	Good: The response addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.
50%	Fair: The response broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.
25%	Poor: The response has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.
0%	Fail: The response fails to address the element in all aspects and its relationship to supporting the criterion.

The score for the pricing category will be determined following the formula provided below. The lowest price will be awarded the maximum points for the category. All other pricing proposals will receive a percentage of the maximum points equal to the difference between the Bidder's price and the lowest price proposed. For example, if the lowest price is \$900 and the next lowest is \$1,000, then the latter Bidder would receive 90 percent of the points allocated to this category (i.e., $\$900/\$1,000 = 90\%$).

Item	Quantity	Proposed Rate	Subtotal
<i>9-1-1 Volume</i>			
Transport Base Rate	20,500		
Mileage (7 miles)	143,500		
Oxygen (10%)	2,050		
Total			
Total/20,500 total transports			

E. Ranking and Weighing of Proposals

It is the County’s intent to select a Bidder based on the best balance of quality, price, experience, performance assurance, and integration with system needs. Bidders offering services with pricing which substantially varies (i.e., greater than 25 percent) from the market, without justification, will be considered as non-responsive. See Table 5 for overview and Attachment 7 for complete evaluator scoring tool.

Section	Possible Points	
Credentials, Experience, and Local Management Team	70	15%
Compensation Package and Working Conditions	20	5%
Incumbent Work Force	20	5%
Response-Time Commitment	20	5%
Fiscal Strength	20	5%
Equipment Maintenance and Management	20	5%
Billing/Collection Program and Data Integration	20	5%
System Status Plan/Unit Hour Commitment	20	5%
Integration with Existing EMS Stakeholders	70	15%
Commitment to EMS System and the Community	20	5%
Proposed Patient Charges	40	10%
Commitment for Clinical Quality/Innovation	70	20%
Total	410	100%

Table 5

F. Recommendation to the County

After completing the scoring of the responses, the Evaluation Committee shall discuss the responses, the scoring, any other relevant considerations, and make a recommendation to the County Director of the Public Health Department as to the proposal that should be accepted.

G. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Bidder is deficient. It is in the Bidder's interest to submit a complete and accurate proposal.

H. Submission of Additional Information

Any Bidder may be asked to meet with the Evaluation Committee to provide clarification and/or answer questions. County staff or its delegate may continue to undertake additional investigation during and after the response review process to verify claims made by the recommended Bidder during the response evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries or any other reasonable means of determining the accuracy and completeness of information supplied by the Bidder.

If the Bidder selected by the Board of Supervisors refuses or fails to accept the Agreement, the Board, after receiving further recommendation from the Director of the Public Health Department, may award the Agreement to the remaining bidder whose proposal has the next highest score. Alternately, the Board may reject all the remaining proposals.

I. Required Pre-Agreement Bond to Ensure Execution of Agreement

Upon recommendation by the County staff or designee and at the discretion of the County, the recommended Bidder may be required to post a \$50,000 bond within fifteen (15) days after the notifying the Bidder of his or her recommendation to the Board. The purpose of the bond is to insure the negotiation in good faith of a completed Agreement with the recommended bidder. The bond will be returned to the recommended Bidder upon approval of the Agreement by the Board of Supervisors.

J. Rejection of Proposals

The County reserves the right to reject any and all responses with cause or that do not meet the requirements of this solicitation.

K. Disposition of Proposals

All materials which are submitted in response to the RFP will become the property of the County and may be returned only at the County's option and at the Bidder's expense. The original copy of each proposal shall be retained for official files. All materials submitted to the County may be subject to the State of California's Public Records Act.

9.5 Notice of Intent

A "Notice of Intent to Negotiate" with the successful Bidder will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate Agreement negotiation. This "Notice of Intent to Negotiate" will be sent to all participating Bidders by U.S. postal mail and/or email.

A "Notice of Intent to Award" with the successful Bidder will be sent to all participating Bidders upon completion of the Agreement negotiation and the Agreement is on the Board of Supervisors agenda. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail and/or email.

9.6 News Releases

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

9.7 Debriefing

A debriefing shall be held before the award of the Agreement upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department Of Administrative Services-Purchasing at 2222 M Street, Room 1, Merced, CA within three (3) working days following the County's release of the "Notice of Intent to Negotiate." Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted response as it relates to the evaluation criteria as stated herein above. The debriefing may be held, at the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting unsuccessful bidders to the County's RFP is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Agreement.

9.8 Protest

Should an unsuccessful Bidder request a debriefing, and believes its response to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Agreements on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must have gone through the debriefing process described above and must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer County of Merced
2222 M Street
Merced, California 95340

All protests in relationship to the County's intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County's transmission, by U.S. postal mail or email, of the "Notice of Intent to Award" to the Bidder.

9.9 Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth herein. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating the concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or the County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

Section 10: Signature Forms

Form 1: Signature Page

(BIDDER TO COMPLETE AND PLACE IN FRONT OF RESPONSE)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

“I certify that I have read the Sample Agreement (Attachment 6) pursuant to the submittal of a Request for Proposal (RFP) and will comply with said Sample Agreement, unless otherwise noted by exception herein, as of the date and time of close of this proposal”.

Authorized Representative - Name Title

Signature (in blue ink) Date

Business License No.: (Merced City) _____

(Merced County) _____

Professional License No.: _____

Taxpayer Identification No.: _____

Form 2: Declaration of Minimum Qualifications

A prospective Bidder must have the experience, a good performance record and the capacity to perform the required services to qualify as the contractor. The following list of qualifications and request for information is necessary to evaluate a prospective Bidder's qualifications. Prospective bidders must submit all information requested in this section. Prospective bidders must meet all of the contractor qualifications to be considered.

A. General Qualifications

Applicant agency:

- 1. Demonstrated experience as an ALS ambulance service provider to populations over 150,000 residents or equivalent experience in a single contiguous area.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

- 2. Is an organization that can adequately staff and train employees to perform required services or demonstrates capability for recruiting such staff.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

- 3. Complies with applicable Federal, State and Merced County's local laws and regulations regarding equal opportunity requirements.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

- 4. Provides services that benefit Merced County residents.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

- 5. Is able to provide evidence upon request that it has or can obtain all insurance required by the County of Merced.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

Form 2 (Continued)

6. Is able to provide the County with accessible, multi-culturally competent services.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

7. Is able to leverage funds to provide services for the length of the contract.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

B. Statement of Experience

Complete the following:

1. Complete business name and address:
2. Federal Tax ID number:
3. Legal entity by which a proposal will be submitted (such as Corporation, Co- partnership, Combination):
4. Number of years in business under the present business name, as well as any related prior business names:
5. If, during the last two years, any contract was terminated prior to the original termination date of a contract, failed to complete a contract, or refused to complete a contract, complete 5.a–5.d for each such contract. Use additional sheet if needed. a. Date of completion of contract:
b. Type of services:
c. Duration of contract:
d. Reason for termination:
6. Give explanation of any litigation involving the prospective contractor or any principal officers thereof in connection with any contract:

Form 3: List of Organizational Governing Board Members

Agency Primary Business Address (street, city, state, zip):

Name of Applicant Agency:

Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Name of Governing Board Member:

Board Position Currently Held:	Length of Board Term:	Position in Community:
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Form 3 (Continued)

Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:

Form 4: Non-Collusion Declaration

**COUNTY OF MERCED
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, _____, am the
(Print Name)

_____ of _____
(Position/Title)
(Company)

the party making the foregoing Submission, affirming that this Submission is not made in the interest of, or on behalf of, any undisclosed person, business or other entity; that this Submission is genuine and neither collusive nor bogus; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a bogus Submission; and has not directly or indirectly colluded or arranged with any other Respondent or anyone else to submit a bogus Submission, or that any other Respondent or anyone else shall refrain from submitting a Submission; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with any other Respondent or anyone else to fix the Submission price of the Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of the Submission price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; that all statements contained in this Submission are true; and that the Respondent has not, directly or indirectly, submitted his/her Submission price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, business, bid depository or other entity, or to any member or agent thereof to effectuate a collusive or bogus Submission or Submission price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Signature)

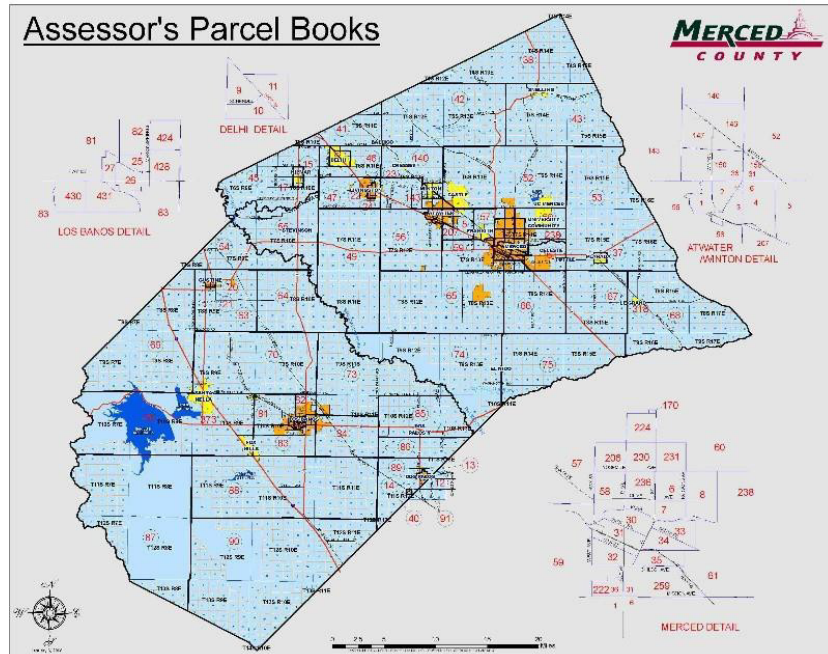
(Date)

Section 11: Attachments

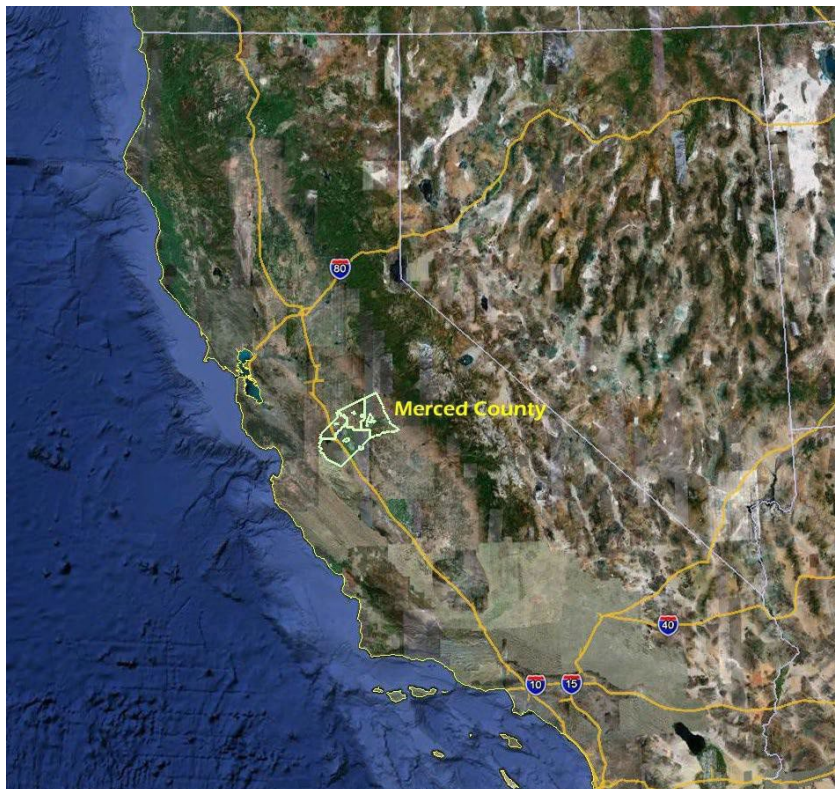
Attachment 1: Overview of Merced County

Geographic Profile

Merced County, in terms of geography with square miles, is the 25th largest County in California.

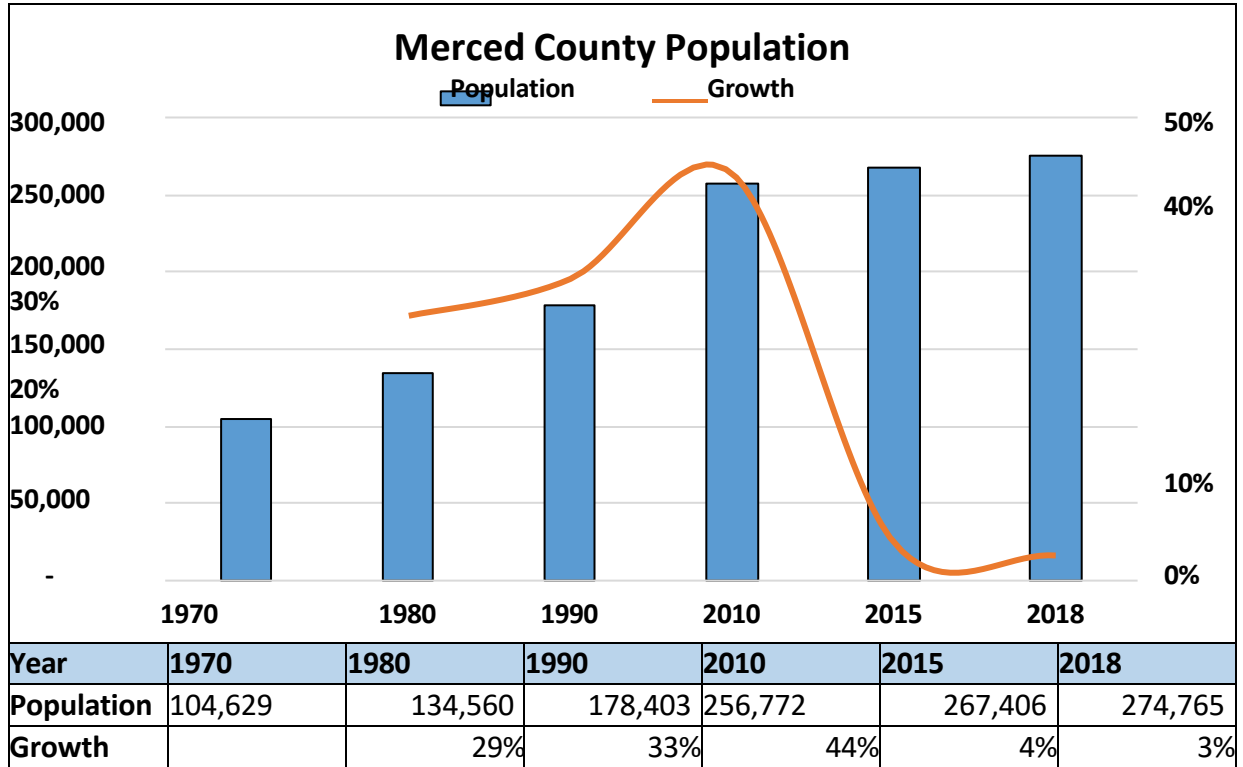


This map shows the position of Merced county within the state of California.



Demographic Profile

The 2018 population estimates from the US Census Bureau shows Merced County’s population at 274,765 residents. Figure 1 shows the US Census Bureau population data for Merced County over the last 48 years. While the County has grown by over 170,000 people since 1970, its growth has slowed dramatically and is 1.1 percent currently.



Source: US Census Bureau

Figure 1

Figure 2 shows population projections for the next twelve years in Merced County. Population is projected to increase by 42,000 residents by 2030, a growth rate of 1.1 percent per year – higher than the growth rate of 0.74% in the last eight years.

Population Projections					
Year	2018	2020	2030	2020-2030 Change	Average Annual Change
Population	274,765	285,690	316,769	10.9%	1.1%

Source: http://www.dot.ca.gov/hq/tpp/offices/eab/socio_economic_files/2018/pdf/Merced.pdf

Figure 2

Figure 3 displays Merced County’s 2018 demographic profile as compared to California and the United States obtained from the US Census Bureau.

Demographics, 2018						
	Merced		California		United States	
Population						
Total	274,765	100.0%	39,557,045	100.0%	327,167,434	100.0%
Male	138,756	50.5%	19,659,851	49.7%	160,966,378	49.2%
Female	136,009	49.5%	19,897,194	50.3%	166,201,056	50.8%
Age						
<5 years	21,432	7.8%	2,492,094	6.3%	19,957,213	6.1%
<18 years	81,330	29.6%	9,058,563	22.9%	73,939,840	22.6%
18-65 years	141,504	51.5%	22,507,959	56.9%	182,232,261	55.7%
65+ years	30,499	11.1%	5,498,429	13.9%	51,038,120	15.6%
Race and Hispanic Origin						
White	225,307	82.0%	28,639,301	72.4%	250,610,254	76.6%
Black	10,716	3.9%	2,571,208	6.5%	43,840,436	13.4%
American Indian/Alaska Native	6,869	2.5%	632,913	1.6%	4,253,177	1.3%
Asian	21,981	8.0%	6,012,671	15.2%	18,975,711	5.8%
Native Hawaiian/Pacific Islander	109,906	40.0%	19,778,523	50.0%	65,433,487	20.0%
Two or more races	8,518	3.1%	1,542,725	3.9%	8,833,521	2.7%
Hispanic/Latino	163,760	59.6%	15,466,805	39.1%	59,217,306	18.1%
White, no Hispanic/Latino	76,110	27.7%	14,715,221	37.2%	198,590,632	60.7%

Source: US Census Bureau

Figure 3

Attachment 2: EMS Zone Maps and Data

EOA Response Zones

There are currently two response zones in Merced County – High Call Density and Low Call Density (Figure 4). Anything beyond the “1-mile buffer” is considered Low Call Density; all other calls are part of the High Call Density Response Zone. This RFP specifically excludes the West Side Healthcare District which the District will continue cover.

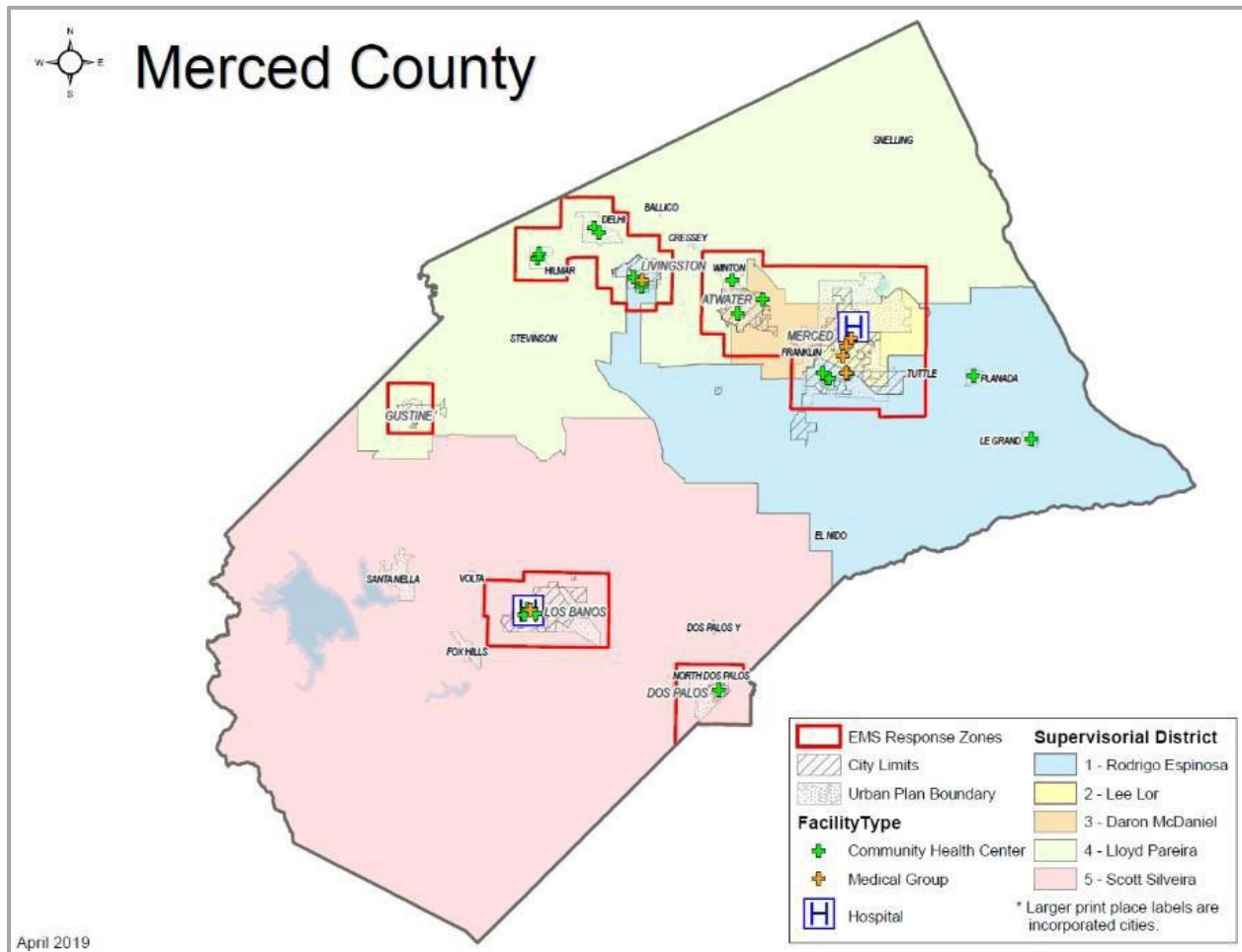
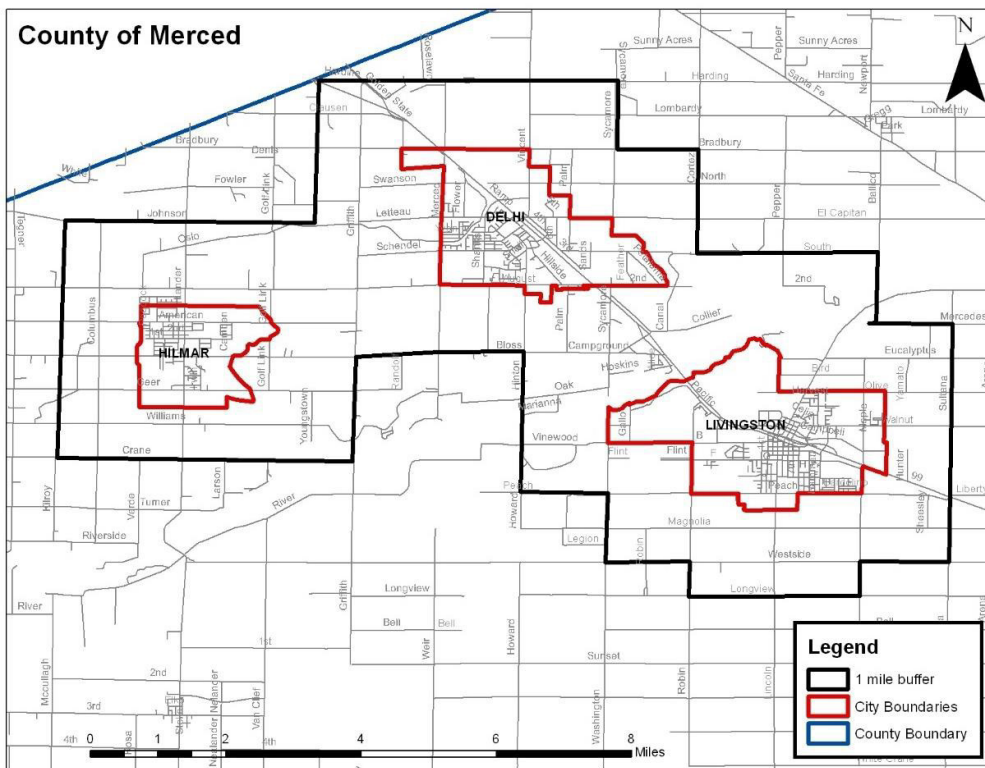
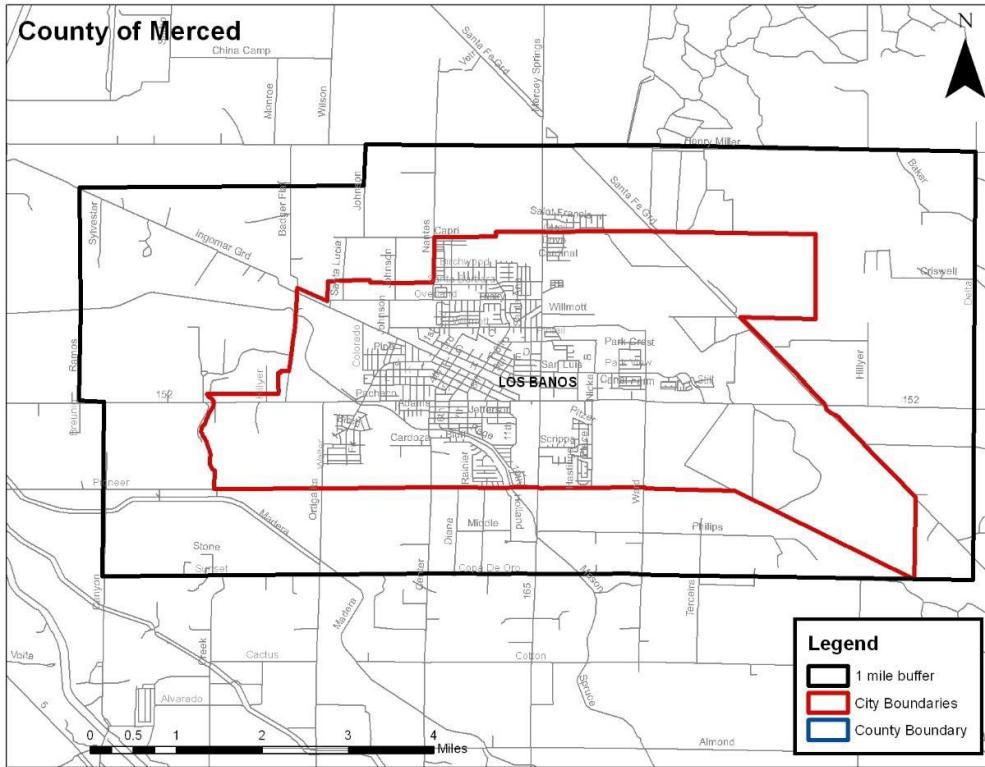
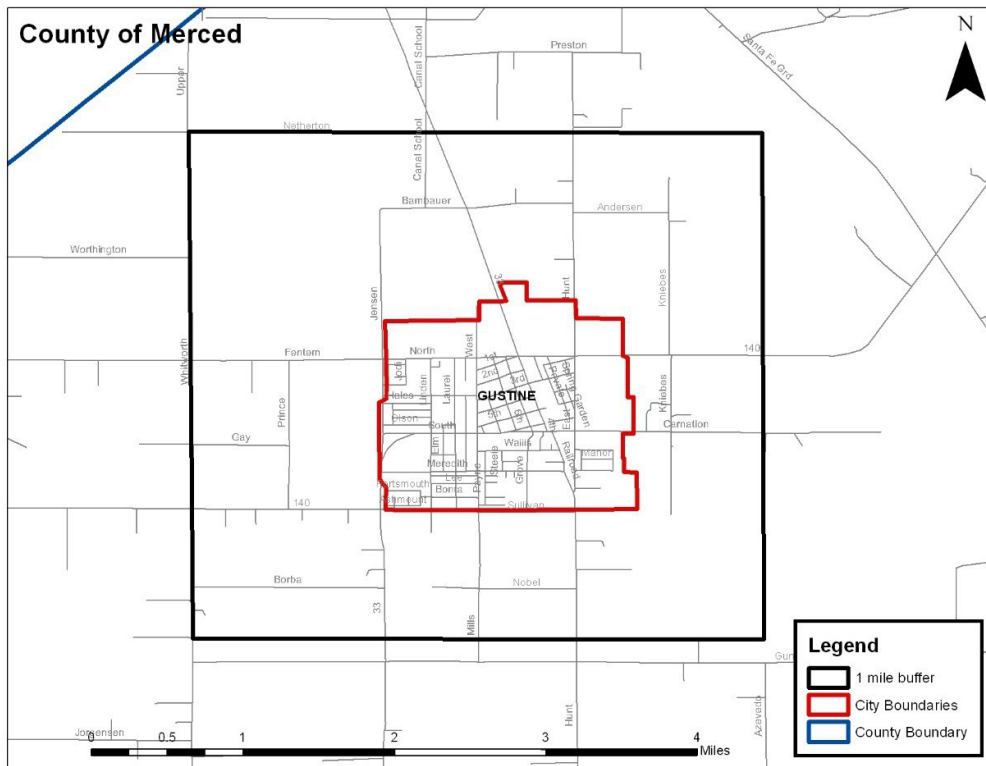
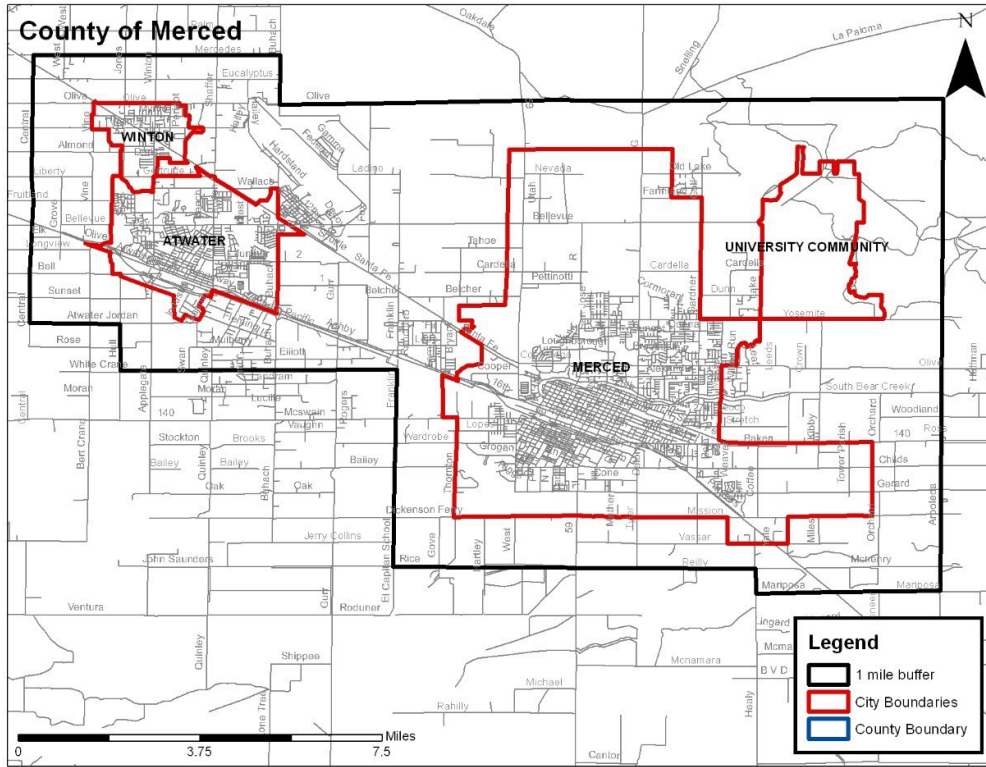
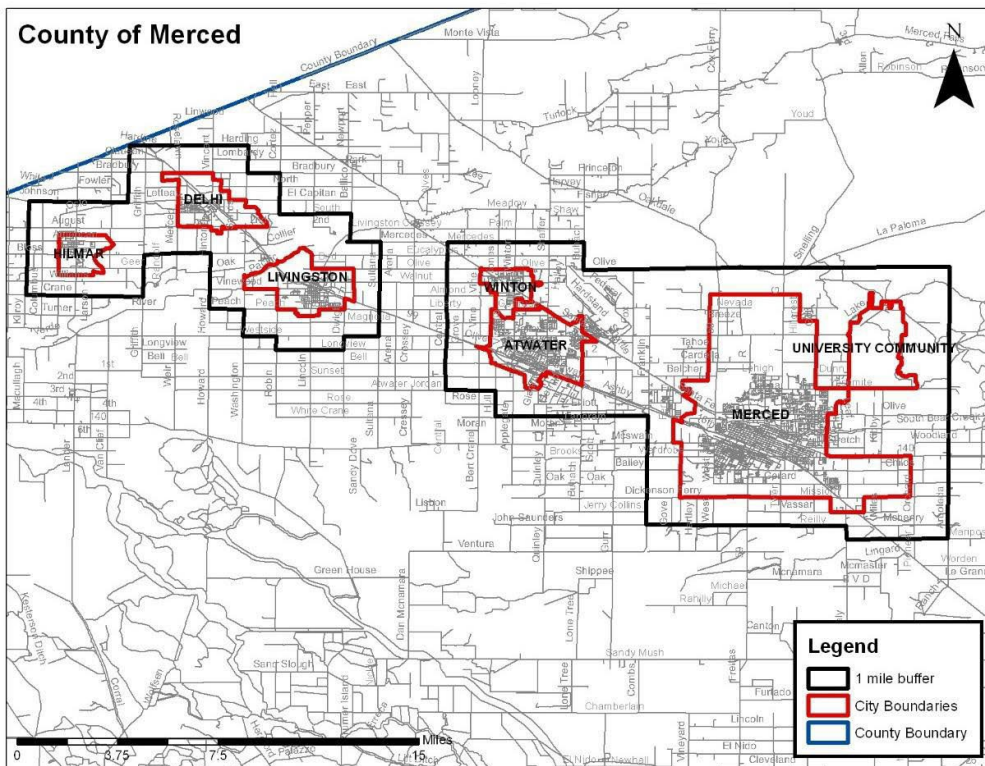
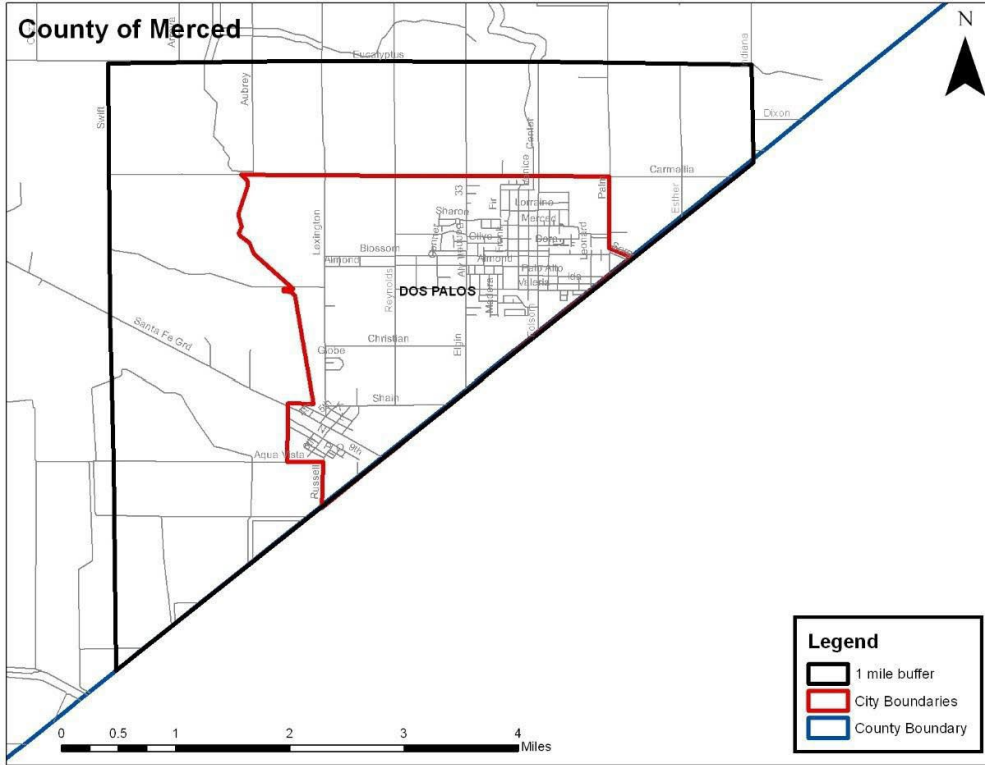


Figure 4

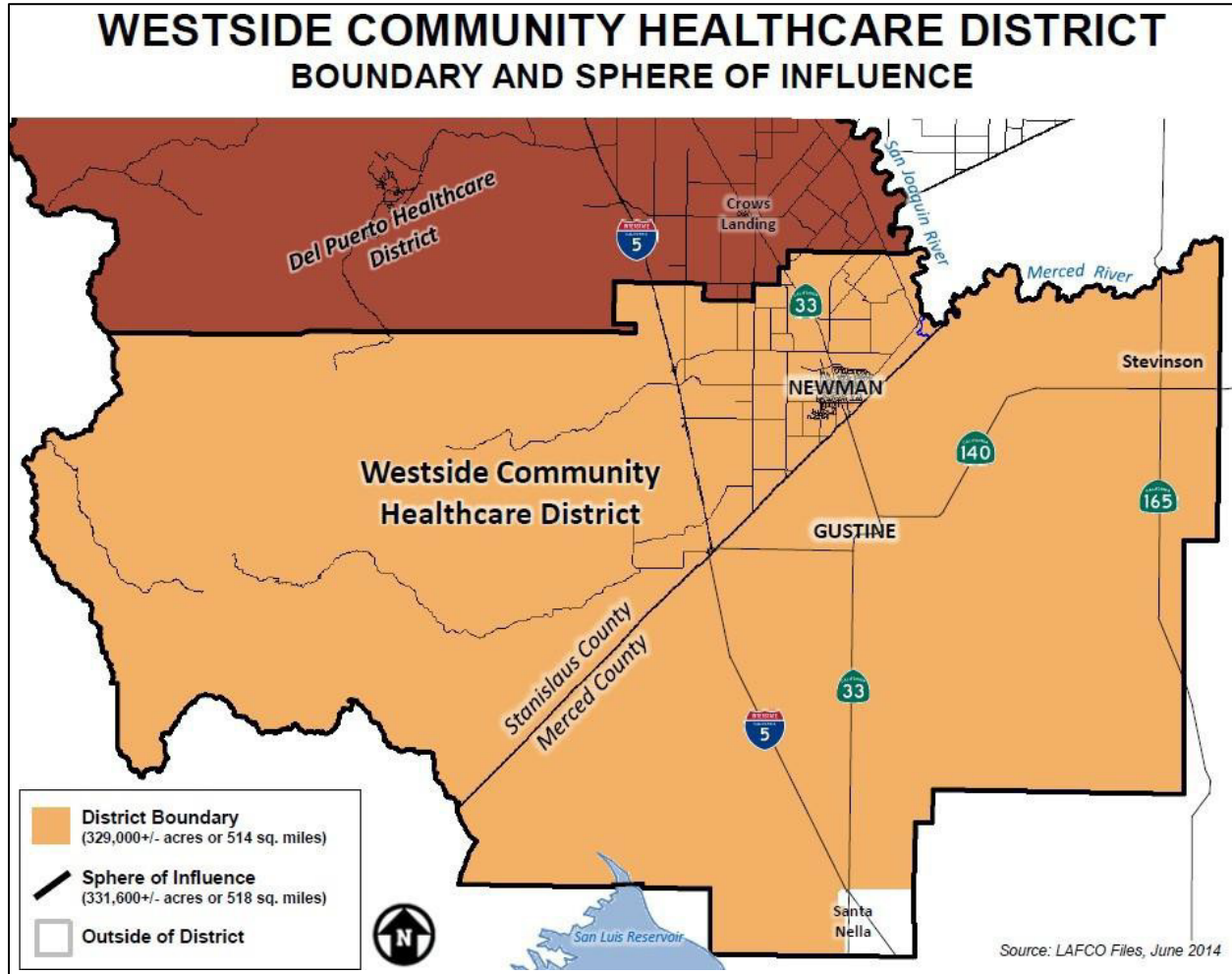






West Side Healthcare District (WSHD)

The current agreement includes WSHD and, therefore, the data provided is inclusive of WSHD calls. The new RFP does not include this district as shown on the map to the right.



EMS Transports

All 9-1-1 transports are currently performed by the contracted EOA provider, which includes a subcontract with Westside Healthcare District, and backup transports provided by out-of-county mutual aid (Figure 5).

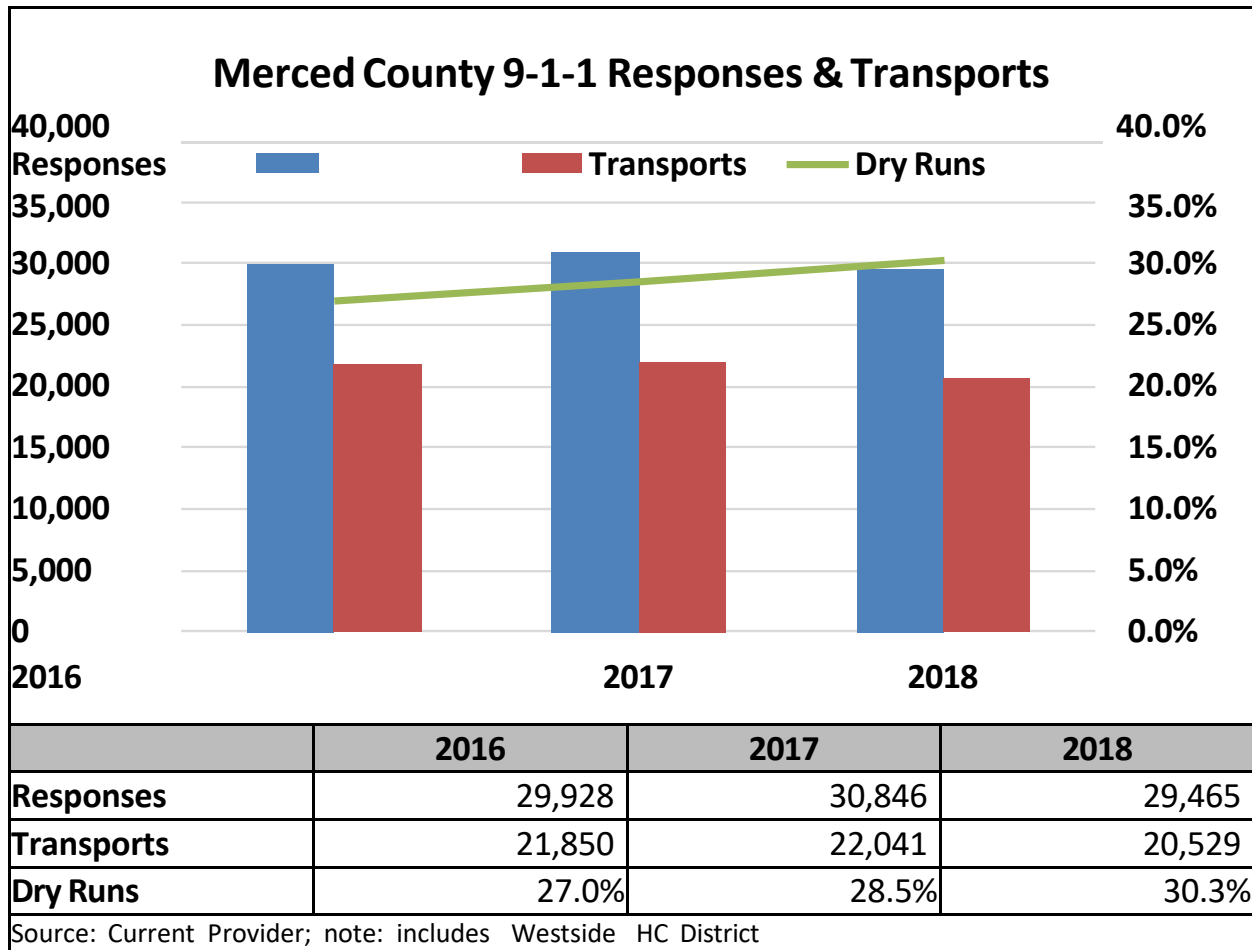


Figure 5

Data obtained from the California Office of Statewide Health Planning and Development (OSHPD) shows EMS visits and admissions to hospitals in the County (Figure 6).

EMS Hospital Visits and Admission Rate						
Facility	EMS visits		Admissions		Admission Rate	
	2015	2016	2015	2016	2015	2016
Memorial Hospital-Los Banos	35,206	34,419	879	942	2.5%	2.7%
Mercy Medical Center	67,920	69,317	6,878	8,121	10.1%	11.7%
Total	103,126	103,736	7,757	9,063	7.5%	8.7%

Source: OSHPD Annual Utilization Data

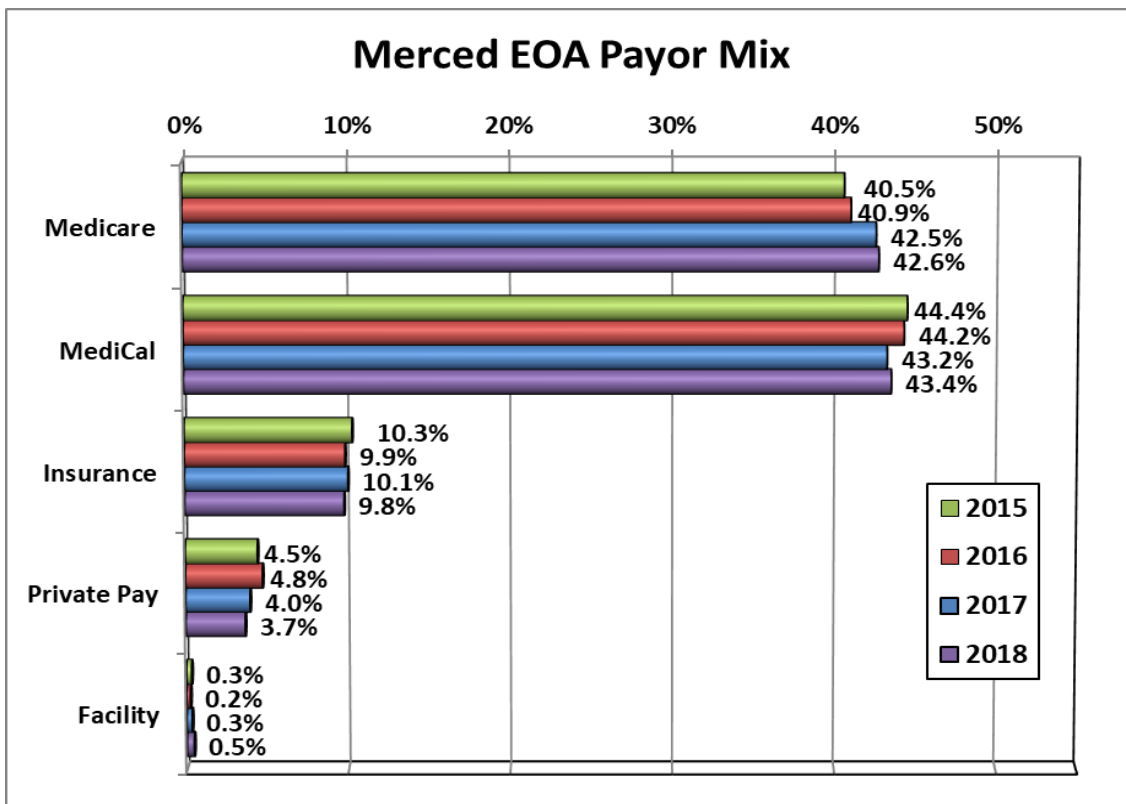
Figure 6

Figure 7 reflects the 9-1-1 payor mix for the current provider, who serves the entire EOA/County.

Payor Mix				
Payor Type	2015	2016	2017	2018
Medicare	40.5%	40.9%	42.5%	42.6%
MediCal	44.4%	44.2%	43.2%	43.4%
Insurance	10.3%	9.9%	10.1%	9.8%
Private Pay	4.5%	4.8%	4.0%	3.7%
Facility	0.3%	0.2%	0.3%	0.5%
Total	100.0%	100.0%	100.0%	100.0%

Source: Existing provider
 Note: Includes IFT and 9-1-1 transports

Figure 7



Attachment 3: EMS Definitions

The following terms and abbreviations are utilized throughout the RFP.

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 even when the EMT or paramedic is recommending there is a need for care.

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.

Average Response Time – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

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 law 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.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – 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.

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

Call Queuing – Stacking of calls waiting to be processed.

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 to manually preserve intact brain function.

Central California Alliance for Health (Alliance) – A regional non-profit health plan that provides managed care for lower income residents within the County through the State’s County Organized Health System model.

Chronic Referrals – Chronic referrals for mutual response in rural areas of the County are defined as any three (3) consecutive months where five (5) or more requests are referred to an outside agency.

Commission on the Accreditation of Ambulance Services (CAAS) – A group that encourages and promotes quality patient care in medical transportation systems. CAAS is an independent commission that established a comprehensive series of standards for the ambulance service industry.

Computer-Aided Dispatch (CAD) – A system consisting of 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.

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-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 time period.

Diagnostic Related Group (DRG) – A bundled collection of billing codes that represents a specific injury or illness.

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.

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.

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

First Responder – An agency 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.

First Responder ALS (FRALS) – Non-transport units that provide ALS level of service staffed by at least one paramedic.

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 answered in less than eight minutes, while only 10 percent take longer than eight minutes.

Full Costs – The total costs including baseline plus marginal costs to achieve a new program.

Ground Emergency Medical Transportation (GEMT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of Medi-Cal members.

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.

Institute for Health Improvement (IHI) – Organization known for healthcare expertise, help, and encouragement for change in health care, including the creation of the Triple Aim objective.

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

Inter-Governmental Transfer (IGT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of managed care Medi-Cal members.

Intervention Time – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

LEMSA – Local EMS agency; see Merced County EMS Agency.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

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

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

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 Merced County EMS Agency 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 – shall refer to: 1) responses into the Merced 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 Merced County EOA for the purpose of assisting the ground transport provider in an adjacent service area.

National Fire Protection Association (NFPA) – A trade association that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments, including ambulance design and safety.

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.

NetCom – Merced County Regional 9-1-1 Communications Center.

Occupational Safety and Health Agency (OSHA) – Federal agency 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 Merced 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-to-Post Move – Movement of an ambulance from one designated posting (positioning) location to another designated post.

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 1 and 2 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.

Priority 3 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.

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

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.

Public Access Defibrillation (PAD) – A program that place 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.

Quick Response Vehicle (QRV) – A vehicle equipped per LEMSA protocols, but does not transport patients; often used as a FRALS unit.

Release at Scene (RAS) – Patients refusing treatment and/or transport when the paramedic agrees there is no need for care.

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.

Return of spontaneous circulation (ROSC) – Resumption of sustained perfusing cardiac activity associated with significant respiratory effort after cardiac arrest.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

Merced County EMS Agency – The local EMS agency (LEMSA) empowered by the Merced County Board of Supervisors to contract for ambulance service that will provide coverage within the EOA.

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.

Standby Service – The dispatch of an emergency ambulance unit(s) by County Dispatch or other PSAP authorized by the County at the specific request of a public safety agency to a position of immediate availability.

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. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

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

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is actually enroute to the scene.

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, by the number of unit hours (hours of service) produced during the same period. 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 consumed in productivity with the total available unit-hours.

WSHD – West Side Healthcare District

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

Attachment 4: Current Rates

The following rates are approved and effective January 1, 2019:

Level of Service	Current Rate
ALS – EMERGENCY BASE RATE	\$3,713.15
ALS – NON-EMERGENCY BASE RATE	\$3,713.15
BLS – EMERGENCY BASE RATE	\$3,713.15
BLS – NON-EMERGENCY BASE RATE	\$1,545.00
CCT – CRITICAL CARE BASE RATE	\$8,755.00
MILEAGE (per loaded mile) RATE	\$71.07
TREAT/NO TRANSPORT RATE	\$318.27
NIGHT CHARGE	\$212.18
OXYGEN FEE	\$106.09

Attachment 5: Report Card

Merced County Transport Report Card				
Criterion	Actual	Goal	Weighted Value	Score
Cardiac Arrest				
End-tidal CO2 monitored		90.0%	3.0%	-
If ROSC achieved, transport to a STEMI center (with notification)		90.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
Respiratory Distress				
Mental Status assessed/documented		90.0%	3.0%	-
bronchodilator administration for wheezing		85.0%	3.0%	-
Beta2 agonist administration for adults		85.0%	3.0%	-
Airway Management				
End-tidal CO2 performed on any successful ET intubation		90.0%	3.0%	-
Other confirmation techniques (e.g., visualize chords, chest rise, auscultation)		90.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
STEMI				
ASA administration		90.0%	3.0%	-
SpO2 recorded		95.0%	3.0%	-
12 LEAD EKG acquired within 5 minutes		80.0%	3.0%	-
Scene time less than 15 minutes		80.0%	3.0%	-
Transport to STEMI center rate (with notification)		95.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
Stroke				
Time last seen normal		90.0%	3.0%	-
Use of a prehospital BEFAST stroke scale		90.0%	3.0%	-
Blood glucose documented		90.0%	3.0%	-
Scene time less than 15 minutes		80.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
Trauma				
PAM scale recorded		90.0%	3.0%	-
Scene time less than 15 minutes		50.0%	3.0%	-
Trauma center destination		90.0%	3.0%	-
Complete documentation (see System QI P&P)		90.0%	3.0%	-
Safety				
Employee injuries per 10,000 hours worked		1.00	2.0%	-
Employee turnover rate		25.0%	4.0%	-
Protocol compliance rate per chart review (high acuity, AMA/RAS, & random)		90.0%	6.0%	-
Patient Satisfaction (use standardized questions to allow inter-agency comparison)				
Communication by medics (patient and family)		97.2%	2.0%	-
Care shown by the ambulance crew		94.4%	2.0%	-
Skill and professionalism of our ambulance crew		93.8%	2.0%	-
Cleanliness of ambulance		94.1%	2.0%	-
Ride of the ambulance		92.3%	2.0%	-
ePCR Submission Compliance				
At time of patient drop off (over 90 days)		90.0%	2.0%	-
High acuity (ROSC, STEMI, Stroke, Trauma) cases at time of drop off		95.0%	2.0%	-
Completed within 24 hours		100.0%	2.0%	-
Total Standards			100.0%	-

Green: Meet/Exceed Goal
Orange: 0-20% Below Goal
Red: >20% Below Goal

Liq. Damage Relief	
Score	Relief
95-100	100%
90-94.99	75%
85-89.99	50%
80-84.99	25%

Standards must be...
1) Meaningful to the patient
2) Measurable by the system (via FirstWatch)
3) Manageable by the provider

Attachment 6: Sample Agreement

AGREEMENT FOR SPECIAL SERVICES BETWEEN AND MERCED COUNTY

MERCED COUNTY CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and (name of contracting company or individual; specify the type of organization such as - government agency, individual, corporation, partnership, i.e. "California Skilled Nursing and Care Company", a California Corporation), located at (Street Address, Suite No., City, State) (hereinafter referred to as "Contractor").

WHEREAS, County desires to contract with Contractor for special services which consist of (list the type of services you desire to contract for, Example, - the rendering of a skilled nursing care and special treatment program); and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with (list type of services to be rendered, Example, - a certified skilled nursing care and special treatment program through the utilization of Contractors facility and staff) pursuant to (include any government code sections that may be applicable to this agreement, Example, California Health and Safety Code XXXX); and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

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

1. SCOPE OF SERVICES

Contractor shall provide (list type of services to be rendered, Example, - a certified skilled nursing care and special treatment program through the utilization of Contractors facility and staff) services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

Contractor's services include, but are not limited to, the following:

- A. (describe in detail the service to be performed by Contractor)
- B. (" " ")

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - (i.e., County's Request for Proposal, Statement of Work, etc.)
- Exhibit B - (i.e., Contractors Responding Proposal, Proposed Budget, etc.)
- Exhibit C - (i.e., Related Documentation)

1. TERM

In accordance with Sections IV (G) (12) and IV (G)(13) of the RFP the Initial Term of this Agreement shall commence on the First (1st) day of July, 2020, and continue until the Thirtieth (30th) day of June, 2025, unless sooner terminated in accordance with the section 5 of this Agreement. As provided in the RFP, LEMSA may grant one (1) extension of the Agreement for up to five (5) additional years.

2. COMPENSATION

All rates and charges for services by the Contractor shall be approved by the Director of Public Health including contract services with County agencies, cities and districts or any other special service arrangement within the County.

All bills submitted by Contractor to any private party, public entity or third-party payor for services rendered in accordance with the Agreement shall not exceed the rates and charges which have been approved by the Director of Public Health.

Contractor shall be assessed an Annual Permit to Operate fee in accordance with the approved fee schedule for the Health Department established pursuant to Section 101325 of the California Health and Safety Code. The funds generated through these fees shall be utilized by the County to support, in part, the implementation and oversight necessary by this agreement. Contractor may remit 1/12 of the total annual permit to the County by the 20th of each month.

There will be no general subsidy from the County for services provided pursuant to this contract. Contractor may receive funds from the County through contractual agreements for specific ambulance transport services, at rates approved by the Director of Public Health, or from County acting as the third-party payor for certain patients.

3. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o
Rebecca Nanyonjo-Kemp, DrPH
Public Health Director
260 E. 15th St.
Merced, CA, 95341
Fax Number: 209-381-1215

Contractor

Fax Number: _____

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

4. DEFAULT/TERMINATION/EMERGENCY TAKEOVER

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

A. Definitions of Breach

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

1. Failure of Contractor to operate the ambulance service system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and county laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach, but such willful and repeated infractions shall constitute a material breach;
2. Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under the Agreement, or a willful refusal to provide such data within a reasonable time when demanded by the County LEMSA;
3. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in the RFP;
5. Deliberately increasing the cost of providing services, failing to take commercially reasonable efforts to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a material breach or failure of incumbent to prevail during a subsequent bid cycle;

6. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
7. Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
8. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
9. Failure of Contractor to comply with approved rates;
10. Failure of Contractor to meet Response Time requirements (i.e., 90.00% or better) for three (3) consecutive measurement periods in the same zone or five (5) measurement periods within 12 months across all zones and after receiving notice of non-compliance from Contract Administrator;
11. Failure of Contractor to comply with the terms of any vehicle lease, if any exists;
12. Failure of Contractor to cooperate and assist County in the investigation of any alleged failures of Contractor to comply with the terms of this Agreement or investigation into service inquiries or complaint;
13. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
14. Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
15. Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
16. Failure to timely prepare and submit the following financial reports:
 - 16.1 An independently reviewed and audited Contractor's fiscal year-end financial statements as of June 30 to be submitted by December 31 of each year.
17. Any other willful acts or omissions of Contractor that endanger the public health and safety.

B. Termination

1. Written Notice -The Agreement may be canceled immediately by written mutual consent.
2. Failure to Perform- Subject to Contractor's right to cure as provided in Section 5 above, County, upon written notice to Contractor, may immediately terminate the Agreement in the event of a material breach as defined in Section 5A. In the event of such termination, LEMSA may proceed with the work in any reasonable manner it chooses. The cost to LEMSA of completing Contractor's performance shall be partially

supported by securing the funds of the Performance Security Bond, without prejudice to LEMSA's rights otherwise to recover its damages or to seek any other remedy.

C. Emergency Takeover

The terms and provisions of the RFP titled "Emergency Takeover" and "Provisions for curing Material Breach and Emergency Take Over are hereby incorporated and will control.

5. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

6. INSURANCE

Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Certificates of Insurance and all applicable endorsements indicating compliance with all insurance requirements shall be filed with the County. Self-insured retentions and deductibles must be declared in the certificates of insurance and are subject to the express written approval of the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

1. Commercial General Liability with limits not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, officials, employees, volunteers and agents shall be endorsed to the policy as additional insureds using ISO Form CG 20 10 11 85, CG 20 26 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if forms with later edition dates provided, or an alternate form with coverage at least as broad, as to any liability arising from the performance of this Agreement.
2. Automobile Liability covering the type of vehicles operated under this Agreement for limits not less than three million dollars (\$3,000,000) combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned, and hired automobiles.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of one million dollars (\$1,000,000) per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. Medical Malpractice-Professional Liability for all applicable activities of the Contractor arising out of or in connection with this Agreement with limits not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000)

general aggregate, covering Contractor's wrongful acts, errors and omissions. The limits of this policy shall apply separately to this contract.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, volunteers and agents shall be excess of the Contractor's insurance and shall not contribute with it.
3. Claims Made Policies: If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of two (2) years after completion of work.
4. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.
5. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
6. If the Contractor uses subcontractors or others to perform work under this contract, such subcontractor or other persons shall be Named Insured or Additionally Insured to the Contractor's required insurance coverage, or required by the Contractor to comply with equivalent insurance and conditions of this Section.

7. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This

duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

8. SURVIVAL

Each representation, warranty and indemnity in this Agreement is a continuing obligation separate and independent from Contractor's other obligations and survives termination of this Agreement.

9. PATENT INDEMNITY

The awarded Bidder shall hold the County, its officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Bidder may also be required to furnish a bond or other indemnification to the County against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

10. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to Contractor, or its subcontractors and employees, if any.

It is mutually agreed and understood that Contractor, its subcontractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, subcontractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

11. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

12. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

13. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

14. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

15. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

17. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their subgrantees, Contractors, or subcontractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

18. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

19. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

20. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

21. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

22. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

23. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

24. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

25. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

26. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

27. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

28. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

29. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

County of Merced

Name of Individual/Company

By _____
Name
Name

By _____

Title of Individual

Title of Individual

Dated

Dated

APPROVED AS TO LEGAL FORM MERCED COUNTY
COUNSEL

By _____

Dated _____

Attachment 7: Evaluator Scoring Tool

Merced County Evaluator Scoring Tool

Evaluator: _____

Evaluator Rating Descriptions	Points Awarded
Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to the meeting the requirements of the criterion.	100%
Good: The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.	75%
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.	50%
Poor: The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.	25%
Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.	0%

Proposal Section	Evaluator Rating					Possible Points	Total Points
	Excellent	Good	Fair	Poor	Fail		
Credentials, Experience, and Local Management Team						70	
Compensation Package and Working Conditions						20	
Incumbent Work Force						20	
Response-Time Commitment						20	
Fiscal Strength						20	
Equipment Maintenance and Management						20	
Billing/Collection Program and Data Integration						20	
System Status Plan/Unit Hour Commitment						20	
Integration with Existing EMS Stakeholders						70	
Commitment to EMS System and the Community						20	
Proposed Patient Charges						40	
Commitment for Clinical Quality/Innovation						70	
Total						410	



Annual Trauma System Status Report

January 2023

Tim Williams, Paramedic, MHOAC
EMS Administrator

Ajinder Singh, MD, CPE
EMS Agency Medical Director

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Section 1 – Trauma System Summary

The Trauma Plan for Merced County was originally developed under a grant provided by the [California State EMS Authority](#) and was instituted in 1999. In 2005 after the Mountain-Valley EMS Agency Trauma Plan was approved, the Merced County plan was re-written recognizing the designation of two (2) Level II Trauma Centers within Mountain-Valley EMS Agency’s jurisdiction which are utilized by the Merced County Trauma System. In 2022, Mountain-Valley EMS Agency split from Stanislaus County, and Stanislaus County EMS Agency was formed. During 2022, Merced County had a trauma volume of approximately 402 patients that were treated at those Level II Trauma Centers. The Merced County Trauma Plan was written in compliance with [State Trauma Regulations](#) and guidelines developed by the [American College of Surgeons \(ACS\)](#). Trauma System stakeholders provided input and the plan was approved by the Merced County Board of Supervisors in August of 2005.

This plan is based on the inclusive model, as recommended by the [American College of Surgeons Committee on Trauma](#), encouraging all hospitals to participate at some level, depending on their resources, commitment to quality care and their ability to care for specific levels of injury. Merced County hospitals have not obtained a Trauma Center designation however one facility, [Mercy Medical Center Merced \(MMCM\)](#), hired a trauma consultant in approximately 2005 to complete a Trauma Center designation feasibility study. Factors considered in the development of this study include: the rural nature of the county; the limited surgical and sub-specialty services available; the relative proximity of major medical centers in Modesto and the lack of neurosurgical services, burn center capabilities, pediatric trauma specialists and replantation services in Merced County. For the year 2023, MMCM has hired a Trauma Program Manager to further their efforts in becoming a Level 3 Trauma Center.

The major design features of Merced County’s Trauma System Plan are the recognition of out-of-county designated Level II Trauma Centers and the trauma triage protocol. Merced County hospitals do not have the necessary services or specialty coverage to care for patients with major systems injuries. As a result, seriously injured patients are flown or driven to Modesto by air or ground ambulances. Trauma triage criteria has been established in Merced County by following the [American College of Surgeons National Guideline for the Field Triage of Injured Patients](#) that allow for direct transport to a designated trauma center, bypassing local facilities. The driving distance is approximately 45 minutes from the city of Merced and more than 60 minutes from the farthest edges of the County. A [simultaneous dispatch protocol](#) is in place and utilized for rapid helicopter response. In the event of a major trauma patient arriving at one of Merced County’s local hospitals, the Central California Regional Trauma System created a poster titled [“Suggested Criteria for Consideration of Transfer to a Trauma Center.”](#) This poster is designed to be placed in conspicuous locations in Emergency Departments to guide in the timely transfer of these patients from the basic ED to a more appropriate Trauma Center.

An organized trauma system has been shown to decrease morbidity and mortality rates caused from intentional and unintentional injuries. Merced County EMS Agency seeks to improve the care provided to trauma patients in its service areas through an inclusive trauma care system. The overall system design is made from the follow points:

- Recognize the designation of the two (2) Level II Trauma Centers in Modesto (Stanislaus County).

- Continue to encourage community hospitals within Merced County to obtain the designation of Level III or Level IV Trauma Center which would allow them to receive trauma patients and either provide care up to their level of capability, or transfer the patient to a designated trauma center, based on hospital-specific transfer guidelines.
- Trauma policies and protocols are based upon the most current evidence-based practices.
- Trauma patients meeting triage criteria will be transported directly to the designated Level II Trauma Centers in the quickest, most appropriate manner, either by ground or air ambulance.
- Patients meeting pediatric trauma triage criteria will be transferred to a designated Level II Pediatric Trauma Center ([Valley Children's Hospital, Madera](#)) in another region when conditions permit.
- The quality review process includes a comprehensive evaluation of the entire trauma system. This will be accomplished in several ways:
 - The Trauma Advisory Committee (TAC) will provide ongoing evaluation of the operation of the Trauma System;
 - Trauma data analysis will be used to identify system trends;
 - A pre-hospital quality improvement committee will be established to review and evaluate pre-hospital trauma care, and;
 - Provide periodic Trauma Center site reviews from an outside resource to ensure the quality of care within our region.

This quality review process will be achieved while working closely with Stanislaus County EMS Agency.

- Comprehensive trauma data collection is essential to include in the overall evaluation of trauma care. Data Collection meets or exceeds the minimum requirements identified by [California EMS Information System \(CEMSIS\) data dictionary](#). Collection of data is designed to occur at dispatch, pre-hospital, community hospitals and designated Trauma Centers.
- On-going Training will be encouraged and provided for pre-hospital and hospital personnel regarding clinical treatment of trauma patients and system policies; and,
- Policies will be evaluated and updated as necessary to ensure proper operation of the trauma system.

Section 2 – Changes in the Trauma System

- A. **LEMSA Trauma System Coordinator** – The position of LEMSAs Trauma System Coordinator has continued to be vacant. The LEMSAs Trauma System Coordinator position has been filled effective August 14, 2023. The newly formed and filled “EMS Coordinator” position will assume the Trauma System Coordinator role, which will include working with stakeholders regarding trauma patients transported outside of Merced County.
- B. **EMS Medical Director** - Ajinder Singh, MD, is currently assisting with the update of all Merced County EMS Policies and Procedures including Medical and Trauma Treatment Protocols.
- C. **Sierra Medical Services Alliance’s (SEMSA) Medical Director** – Dr. Eric Rudnick has been assisting the Merced County LEMSAs and EMS Medical Director in the drafting of several medical protocols including trauma treatment protocols.
- D. **EMS Plan** – An annual EMS Plan was developed in 2022 and received EMS Authority approval. The EMS Plan identifies overall needs and objectives, including Trauma System needs and objectives, for the Merced County EMS System. Annual EMS Plan updates are submitted to the EMS Authority each year in November.
- E. **EMS Quality Improvement Plan (EQIP)** – An annual EMS Quality Improvement Plan (EQIP) has been developed in 2022 and received EMS Authority approval. The EQIP establishes a system-wide process for evaluating and improving the quality of prehospital care in Merced County, including trauma patient care.
- F. **Trauma Advisory Committee (TAC)** – Trauma Physicians from the two designated Level II Trauma Centers attend and participate in the Merced County Trauma Advisory Committee meetings. The TAC meeting schedule is the first Wednesday of January, April, July, and October.

Other than the information noted above, there continues to be two designated Level II Trauma Centers in Modesto. Both facilities are verified by the American College of Surgeons (ACS) and designated by Stanislaus County EMS Agency. They both participate in the *Trauma Quality Improvement Program (TQIP)* which is sponsored by the ACS. They are active in the local Stanislaus County and Merced County EMS Trauma quality improvement programs as well as at the regional level.

Section 3 – Number and Designation Level of Trauma Centers

Merced County currently has no designated Trauma Centers within its jurisdiction. As stated earlier, the trauma system recognizes the two (2) Stanislaus County EMS Agency -designated Level II Trauma Centers in Modesto. Mercy Medical Center Merced (MMCM) has completed a Trauma Center feasibility study. For the year 2023, MMCM has hired a Trauma Program Manager to further their efforts in becoming a Level 3 Trauma Center.

Section 4 – Trauma System Goals and Objectives

Objective 1: On a quarterly basis, conduct pre-hospital ePCR data analysis and reporting from EMS Providers utilizing the ESO analytic tool.

- a. Plan and conduct Trauma Advisory Committee Meetings in January, April, July, and October 2023. Meetings to be held at Merced County Department of Public Health. Utilize the quarterly ESO analytic data to drive the agenda for each meeting.

Objective 2: To ensure processes are current and quality care is provided, review and revise as necessary Merced County EMS trauma policies.

- a. [Policy #512](#) – Trauma System Organization and Management.
- b. [Policy #514](#) – Trauma Facility Advertising and/or Marketing Standards.
- c. [Policy #402](#) – Patient Destination.
- d. [Policy #518](#) – Trauma Facility Application Process.
- e. [Policy #660](#) – Trauma System Evaluation Policy.

Section 5 – Implementation Schedule

<ul style="list-style-type: none"> Annual Trauma System Status Report - Submitted January 2023 														
Implementation Schedule			Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Objective 1:			<i>On a quarterly basis, conduct pre-hospital ePCR data analysis and reporting from EMS Provider utilizing the ESO analytic tool.</i>											
	Goal:	Plan and conduct Trauma Advisory Committee Meetings in January, April, July, and October 2023. Meetings to be held at Merced County Department of Public Health. Utilize the quarterly ESO analytic data to drive the agenda for each meeting.												
Objective 2:			<i>To ensure processes are current, no later than December 2024 review and revise as necessary all Merced County EMS trauma policies.</i>											
	Goal:	Policy #512 – Trauma System Organization and Management.												
	Goal:	Policy #514 – Trauma Facility Advertising and/or Marketing Standards.												
	Goal:	Policy #402 – Patient Destination.												
	Goal:	Policy #518 – Trauma Facility Application Process.												
	Goal:	Policy #660 – Trauma System Evaluation Policy.												

Section 6 – System Performance Improvement

Stanislaus County and Merced County EMS Agencies jointly participate in a Trauma System Quality Improvement Process by way of convening and participating in Trauma Advisory Committee meetings. Both Modesto-based Level II Trauma Centers have robust internal data collection and quality improvement programs which have been well-integrated into the overall trauma system evaluation process.

Triage criteria established by Merced County EMS Agency are evaluated on an on-going basis, and changes to those criteria are based on system analysis and quality improvement findings. The analysis of under and over-triage is accomplished by local data collection, analysis, and system oversight.

Section 7 – EMS Authority Trauma System Plan Comments 2022 Status Report

EMSA Comments from the 2022 Status Report

There are no new actions/recommendations/comments for 2022. All previous goals for 2022 are ongoing or have been met.

Section 8 – Other Issues

- *Trauma Advisory Committee (TAC):* Merced County and Stanislaus County EMS Agencies have agreed to team up and conduct Merced County TAC meetings together. The trauma physicians at the two (2) Level II Trauma Centers have also agreed to participate in the Merced County TAC. The TAC's meeting schedule is the first Wednesday of January, April, July, and October.



**Continuous
EMS
Quality Improvement Plan
(EQIP)
2023 Annual Update**

Tim Williams, EMS Administrator
Merced County EMS Agency
260 E. 15th Street
Merced, CA 95341
(209) 381-1250
Tim.Williams@countyofmerced.com

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Executive Summary

Mission Statement

“It is Merced County EMS Agency’s mission to protect and improve the health and safety of the citizens and visitors of Merced County through the provision of high-quality emergency medical services, disaster medical services, and prevention activities through reasonable costs, community involvement, continuous evaluation and anticipatory planning.”

Merced County EMS Agency (Agency), a Division within the Merced County Department of Public Health, presents this document as its Continuous EMS Quality Improvement Plan (EQIP) Annual Update for 2023. The goal of this plan is to provide information as to what is new or has taken place since the annual EQIP was approved in 2022.

Continuous Quality Improvement is a never-ending process in which all levels of healthcare workers are encouraged to team together to develop and enhance the system within which they work. Based on EMS community collaboration and a shared commitment to excellence, the CQI process identifies areas for improvement within the EMS System. The CQI process identifies training opportunities, highlights outstanding clinical performance, audits compliance with treatment protocols, and reviews specific illnesses or injuries along with their associated treatments. These efforts contribute to the continued success of Merced County’s emergency medical services program through a systematic process of review, analysis, and improvement.

A by-product of this EMS CQI Plan is the alliance of public agencies and private providers that offer emergency medical services within Merced County. This affords all participants (administrator to first responder) an opportunity to work at peak capacity with energy and focus on a system that they can support, believe in, and in which they have ownership.

Merced County EMS Agency is committed to continuous quality improvement and recognizes that greater results can be gained by improving the whole process rather than blaming individual caregivers when something goes awry. It is also understood that a CQI Program is an on-going, dynamic process that takes time to develop.

1. Personnel

Merced County EMS Agency has developed a series of policies which, among other things, shape the prehospital and stakeholder roles within the local EMS System. All Merced County EMS Policies and Procedures meet the standards and requirements set forth in the California Code of Regulations, Title 22 Social Security, Division 9 Prehospital Emergency Medical Services and California Health and Safety Code, Division 2.5 Emergency Medical Services System, and the Prehospital Emergency Medical Care Personnel Act.

When an EMS policy is initially created and adopted, the policy is placed on a two (2) year cycle of review. Every two (2) years, the Merced County Emergency Medical Care Committee's EMS Policy & Procedure Subcommittee will review and make recommendations on updates or changes, if any. The reviewed policy then goes to the EMS Agency for final formatting where it is then submitted to an EMS Consultant for outside review. The EMS Consultant-reviewed policy is then placed on the EMS Agency web site for a period of time for peer review. All peer review comments are evaluated by the EMS Agency then submitted to the full Emergency Medical Care Committee for final review and adoption.

All Merced County EMS Policies and Procedures are located on the EMS Agency web site and are accessed using this URL: <http://www.co.merced.ca.us/index.aspx?NID=593>

The following policies relate to EMS System Personnel and their respective roles in the Merced County EMS System:

- [201 – Emergency Medical Dispatcher Authorization](#) - This policy establishes the qualifying standards for authorization as an Emergency Medical Dispatcher within the Merced County EMS System.
- [215 – Public Safety AED Service Providers](#) – This policy establishes the procedure for approval and designation of Public Safety/EMT AED Service Providers.

- [217 – Layperson AED Programs](#) – This policy establishes that individuals or organizations that desire to implement a Layperson AED Program shall be in compliance with California Code of Regulations, Title 22, Division 9, Chapter 1.8 (Lay Rescuer Automated External Defibrillator Regulations).
- [220 – EMT Certification](#) - The purpose of this policy is to ensure that an individual, having met the required standard of training and National Registry certification as set forth in the State of California Code of Regulations will be eligible for certification as an Emergency Medical Technician, or EMT.
- [221.00 – EMT Maintenance and Recertification](#) - The purpose of this policy is to ensure that an individual, having met the requirements set forth in the State of California Code of Regulations will be eligible for recertification as an Emergency Medical Technician, or EMT.
- [233 – Paramedic Accreditation to Practice](#) - The purpose of this policy is to provide a mechanism for EMT–Paramedics to become accredited to practice within the Merced County EMS System, as established by the California Health and Safety Code and Code of Regulations.
- [235 – Field Training Officers](#) – This policy provides guidelines for the recruitment and training of EMS agency approved field training officers within the Merced County EMS System.
- [240 – MICN Authorization](#) - The purpose of this policy shall be to establish the qualifying standards for authorization as a Mobile Intensive Care Nurse (MICN) within the Merced County EMS System.
- [241 – MICN Re-Authorization](#) - The purpose of this policy is to establish the qualifying standards for re-authorization as a Mobile Intensive Care Nurse within the Merced County EMS System.

- [250 – Continuing Education Provider Requirements](#) - The purpose of this policy is to establish the requirements for approval of providers of continuing education, within the Merced County EMS area, whose intent is to apply for credit toward the recertification requirements of prehospital care providers.
- [251 – EMT Training Program Approval](#) - This policy establishes standards for development and approval of EMT training programs within the Merced County EMS System.
- [252 – Emergency Medical Services Continuing Education Standards](#) - The purpose of this policy is to provide guidelines for EMS Personnel and providers of EMS Continuing Education (CE) regarding training that meets the standards for EMS CE credit.
- [253 – Paramedic Training Program](#) - This policy establishes standards for Paramedic training programs and to provide a mechanism for approval by Merced County EMS Agency.

2. Equipment and Supplies

The Merced County EMS Agency has developed Policy [431 – Equipment Standards – EMS Units](#) to establish the minimum equipment and drug inventory standards for all contracted ground transport ALS units operating within the jurisdiction of the Merced County EMS Agency. ALS Unit equipment and drug inventories are established consistent with the current Prehospital Treatment Protocols and are to be amended concomitantly with changes to those Treatment Protocols, as required.

It is the responsibility of the on-duty paramedic to ensure that his/her assigned ALS Unit is fully stocked with the minimum equipment and drug inventory at the beginning of each shift. Any ALS Unit found to be missing any required items identified as "essential" will place the unit out of service until such a time as the discrepancy is corrected. All ALS units shall be fully re-stocked following the completion of each shift and re-stocked after calls as required to remain in compliance with the required specifications. If an ALS Unit is requested by the Authorized EMS Dispatch Center to respond for an emergency call prior to being re-stocked, the unit may respond if there are no "essential" items missing, and the unit has adequate equipment and drugs to provide proper patient care, as defined by the EMS Treatment Protocols. Should an ALS Unit be requested to respond with inadequate equipment or drugs or with "essential" items missing, the unit may respond in a "first responder" status only, and the EMS Dispatch Center will simultaneously dispatch a properly equipped and staffed ALS Unit to the scene for care and patient transportation. The provider is required to file the on-line form at with Merced County EMS Agency whenever an ALS Unit responds, in any capacity, to an incident without all essential items. The Merced County EMS Agency's online Incident Report can be accessed from the Agency's web site: [Form Center • Merced County, CA • CivicEngage \(countyofmerced.com\)](#)

Non-Contracted BLS EMS Providers

Non-contracted BLS EMS Providers are stocked and equipped with the tools and resources necessary to treat patients according to established EMS Agency field treatment guidelines.

Communications

All ALS Units have radios which are capable of transmitting and receiving communications with the Merced County Authorized EMS Dispatch Center. All ALS Units have Med-Net radios for the purpose of communicating with the Base Hospital and the Disaster Control Facility within Merced County, and the capability of transmitting and receiving on the appropriate Med-Net frequencies and private-line tones for the base hospitals in the surrounding counties. Radios used for communications with the base hospital are accessible in the patient compartment. All ALS Units are equipped with no less than one (1) portable radio, capable of communicating with the ALS Unit while on-scene of an emergency. Additionally, each ALS Unit is equipped with one (1) VHF portable radio that has been programmed with all Merced County Fire and Law Enforcement frequencies.

3. Documentation

Merced County [EMS Policy 540 – Patient Documentation](#) delineates the requirements of documentation of patient care provided in the EMS System. All Advanced Life Support (ALS) first responder and transport personnel are responsible for documenting patient information on a Patient Care Record (PCR). Merced County transport providers currently use the ESO ePCR product to produce an electronic Patient Care Record. An electronic PCR is completed for every EMS response with or without patient transport including dry runs, canceled enroute and no patient contact. A PCR is required for all transports and patient contacts including patients that are transported by another agency (i.e., Air Ambulance, AMR). A signature for all patient contacts is to be obtained on the signature form acknowledging the receipt of the HIPAA Notice of Privacy Practices and Insurance billing authorization or transport/care refusal release of liability. Intentional failure to complete a PCR when required or fraudulent or false documentation on a PCR may result in formal investigative action under Section 1798.200 of the California Health and Safety Code and Merced County [EMS Policy 540 – Patient Documentation](#). A PCR is a confidential patient medical record and shall be treated as such. Prehospital personnel are to make every effort to see that completed PCRs are delivered to the receiving facility for use by the receiving hospital personnel in planning emergency care for patients. Delays in providing the PCR to the receiving facility for more than a few hours are not in the best interest of the patient. Delays of up to 24 hours should be rare and over 24 hours are considered an unacceptable standard of care.

- The EMS Agency has full, unrestricted access to the ESO electronic Patient Care Report system.
- There are no Merced County EMS providers, BLS or ALS, that use paper reports; all reporting systems are electronic.

ePCR Data Points

The following information, if available, shall be documented on the electronic PCR:

1. Unit number

2. Incident date
3. Incident time
4. Call receipt time
5. Dispatch time
6. Arrival at scene time
7. Incident location
8. Patient Information:
 - Name
 - Age and date of birth
 - Gender
 - Weight
 - Address
 - Chief complaint
 - Vital signs
9. Appropriate physical assessment
10. Emergency care rendered, and the patient's response to such treatment
11. Patient disposition
12. Scene departure time
13. Arrival at receiving hospital time
14. Receiving facility name
15. Names of EMS personnel on the call, including identifier number
16. Signatures of personnel completing the PCR. The touch-screen laptops are capable of capturing signatures and are required equipment.

BLS Non-Transport EMS Providers

BLS non-transport EMS providers utilize reporting systems that have been selected for use by their respective agencies. While none of these BLS reporting systems tie into the ALS transport electronic Patient Care Record, reports are made available to the EMS Agency upon request.

Protected Health information (PHI) and Patient Confidentiality

All Merced County providers of EMS are required to respect and adhere to the rules of Protected Health Information (PHI) and patient confidentiality. The following rules pertain to PHI and patient confidentiality:

- The Health Insurance Portability and Accountability Act of 1996 ([HIPAA](#))
- The Patient Safety and Quality Improvement ACT OF 2005 ([PSQIA](#))

4. Clinical Care and Patient Outcome

The primary objective of the CQI program is to compare the clinical care provided to patients in the prehospital setting and to contrast that clinical care to patient outcomes. The primary goal of the CQI program is two-fold:

1. Identify areas of clinical care where improvement is indicated and,
2. Using evidence-based evaluation of the clinical care provided, develop training and education programs designed to modify clinical care processes and procedures to improve patient outcomes.

Merced County EMS participates in the submission of annual Core Measures to the California EMS Authority. The Core Measures are derived from a set of quality indicators developed through a project by the National Quality Forum. The purpose of the EMS system Core Measures is to increase the accessibility and accuracy of pre-hospital data for public, policy, academic and research purposes to facilitate EMS system evaluation and improvement.

The Core Measures benchmark the performance of EMS systems according to outcomes of recommended treatments determined to get the best results for patients with certain medical conditions, and transport patients to the most appropriate hospital. Information about these treatments is taken from the prehospital care reports and converted into a percentage.

The Core Measures are based on scientific evidence about processes and treatments that are known to get the best results for a condition or illness. Core Measures help emergency medical services systems improve the quality of patient care (Clinical Care) by focusing on the actual results of care (Patient Outcome).

Merced County EMS providers will utilize these core measures to assist in Continuous Quality Improvement activities and to analyze pre-determined performance indicators of the clinical care provided. Measuring patient outcomes utilizing the results of the annual Core Measures will provide meaningful information required for the Technical Advisory Group (TAG) to

develop training and education programs designed to modify clinical and improve care procedures while improving patient outcome.

The recurring themes using these Core Measures in the CQI process of evaluating the Clinical Care and Patient Outcomes consist of:

- Arrival at the scene in a timely manner.
- Accurate patient assessment.
- Delivery of time-sensitive pre-hospital therapy.
- Transport to a hospital capable of providing necessary care.

In addition to Core Measures, the EMS Agency also uses predefined System Indicators, random sampling, and target cases for Quality Improvement measurements of the EMS System.

5. Skills Maintenance/Competency

To maintain base skills and competency levels, ALS (EMT-P) Personnel maintain the following licenses and certifications and participate in the local EMS System as follows:

- California Paramedic License.
- Paramedic personnel must attend and pass an approved CPR refresher course every two years.
- Prehospital Trauma Life Support (PHTLS).
- Pediatric Advanced Life Support (PALS).
- Advanced Cardiac Life Support (ACLS).
- Advanced Medical Life Support (AMLS).
- Paramedic personnel participate in Continuing Education topics for a minimum of 48 hours each two-year licensure cycle.
- Paramedic personnel participate in the annual Seldom Used Skills training.

To maintain base skills and competency levels, BLS (EMT) Personnel maintain the following certifications and participate in the local EMS System as follows:

- Merced County EMS Agency-issued State EMT Certification.

- EMT personnel must attend and pass an approved CPR refresher course every two years.
- EMT personnel participate in Continuing Education topics for a minimum of 24 hours each two-year certification cycle.
- EMT personnel participate in the annual Seldom Used Skills training.
- EMT personnel must recertify every two (2) years; part of the recertification process is to demonstrate skill proficiency in the following areas:
 - Patient Examination – Trauma Patient
 - Patient Examination – Medical Patient
 - Airway emergencies
 - Breathing emergencies
 - Automated External Defibrillator (AED)
 - Circulation Emergencies
 - Neurological Emergencies
 - Soft Tissue Injury
 - Musculoskeletal Injury
 - Obstetrical Injury

To maintain base skills and competency levels, Mobile Intensive Care Nurse (MICN) Personnel maintain the following certifications and participate in the local EMS System as follows:

- California Registered Nurse License.
- Advanced Cardiac Life Support (ACLS).
- MICN personnel submit documentation of successful completion of fifteen (15) hours of formal education during the last Authorization cycle specifically related to Emergency Medical Services.

The Merced County EMS [Policy 650 – EMS System Quality Improvement Committee](#) is the basis for external Quality Improvement monitoring, including monitoring of skills and competencies. Through cooperative efforts by EMS System stakeholders, representatives, Merced County EMS Agency, local hospitals, and first responder agencies, this monitoring process works well to document and track interagency sentinel quality cases where skills and competency levels may be at issue. The County EMS Agency and the Base Hospital allow for

an open and objective CQI process that brings combined expertise to the task of improving the quality of service provided in Merced County.

Linkages between evaluations and in-service training are divided into either individual employee issues or system-wide trends, and then incorporated into local continuing education programs. This creates a direct and intentional link between issue identification and continuing education, which is critical for improvement to occur.

6. Transportation/Facilities

Transportation

The Merced County EMS System includes two (3) primary Emergency Ambulance Service Providers:

- one (1) ground ambulance transportation provider (SEMSA/Riggs Ambulance Service)
- two (2) air ambulance transportation providers (Air Methods, Corp, and REACH Air Medical Services).

Facilities

The Merced County EMS System has two (2) acute care basic hospitals:

- Mercy Medical Center Merced, a Dignity Health facility, has been designated as the county Paramedic Base Hospital, Disaster Control Facility, and Primary Stroke Center.
- Memorial Hospital Los Banos, a Sutter Health facility, has been designated as a Primary Stroke Center.

7. Public Education and Prevention

The EMS Agency is a program of the Merced County Department of Public Health. There are several common activities and programs between EMS and Public Health to provide public education and prevention. Two (2) such programs available to provide public education and prevention training are:

1. Public Health Emergency Preparedness (PHEP) and,
2. Hospital Preparedness Program (HPP).

The ground ambulance service provider, SEMSA/Riggs Ambulance Service, provides classes at schools and other venues when requested which acquaint the public with the 9-1-1 system, the trauma system, CPR and how to access emergency medical care.

Another program which the EMS Agency, the air and ground ambulance service providers, law enforcement and fire departments collaboratively work on each year is the “*Every 15 Minutes*” program. *Every 15 Minutes* is a two-day program focusing on high school juniors and seniors which challenges them to think about drinking, driving, personal safety, and the responsibility of making mature decisions. Along with alcohol-related crashes, it focuses on the impact that their decisions would have on family and friends.

Merced County EMS also works in collaboration with Merced County Office of Emergency Services (OES) to provide education and prevention training activities which are funded by the State Homeland Security Grant Program (SHSGP).

All these programs are designed to emphasize health and prevention programs as well as access to the EMS system. The BLS First Responder Fire Departments participate in many activities such as street fairs and school visits to demonstrate fire prevention as well as access to the 9-1-1 system.

8. Risk Management

An effective Risk Management Plan will help keep minor issues from developing into emergencies. Risk Management is concerned with calculating the probability of an event, how that event might impact the EMS System, what the risks are with certain activities and how to mitigate the problems associated with those risks and activities.

Risk Management is the result of a robust CQI program that identifies shortcomings and areas of improvement not only in personnel, but the EMS System as a whole. The use of Indicators is a very effective way to monitor the quality of patient care in the prehospital setting. To adequately manage risk liability, each indicator is reviewed using the following process:

- Identify the objectives of the evaluation.
- Present the indicators and related EMS information.
- Compare performance with identified goals or benchmarks.
- Discuss the performance with peers/colleagues.
- Determine whether improvement or further evaluation is required.
- Establish a performance improvement action plan based upon the decision.
- Assign responsibility for the post-decision performance improvement action plan.

The Risk Management loop is closed when a problem is identified, and remedial steps are taken to mitigate the problem thereby reducing the risk liability the problem creates.

To better manage risk, Merced County EMS Agency has developed an online reporting tool for EMS System participants and stakeholders to use to report unusual incidents and sentinel events. Every complaint, unusual incident or sentinel event submitted to the EMS agency from the EMS System participants, stakeholders or the public is investigated. All the reported information is maintained in a confidential manner.

The online Incident Report form can be accessed from the EMS Agency Web site: [Form Center](#)
• [Merced County, CA • CivicEngage \(countyofmerced.com\)](#)

9. Structure and Organization

Merced County EMS Agency - The EMS Agency is the central repository of local EMS system information as it relates to EMS CQI Program activities. The EMS Agency CQI staff may include the following representatives:

- The Public Health/LEMSA Director
- The EMS Agency Medical Director
- The EMS Agency Administrator
- The EMS Agency CQI / Trauma / STEMI / Stroke Coordinator
- The EMS Agency CQI / Compliance / Core Measures Coordinator

Responsibilities of the EMS Agency include:

- a. Collaborate with the State of California Emergency Medical Services Authority (EMSA) in carrying out the responsibilities of the statewide EMS CQI Program.
- b. Develop and implement a Merced County EMS Agency CQI program consistent with California State EMS Authority guidelines (EMSA Guideline #166).
- c. Cooperate with the EMS Authority in the development, approval, and implementation of state required and optional EMS system indicators.
- d. provide oversight for all Merced County EMS CQI programs.
- e. Re-evaluate, expand upon, and improve locally developed EMS system indicators annually or as needed.
- f. Provide technical assistance for facilitating the EMS CQI Programs of all participating Merced County organizations.
- g. Review and approve CQI programs submitted by Merced County EMS prehospital providers, base hospitals, and medical dispatch providers.
- h. Facilitate the Technical Advisory Group meetings.
- i. Maintain summary reports submitted by the provider agencies.
- j. Monitor and report progress of the Merced County EMS CQI Program through an annual summary to the California EMS Authority.

- k. Seek and maintain relationships with all EMS participants including but not limited to the following entities, as appropriate for CQI activities:
- California EMS Authority
 - Other Local EMS Agencies (LEMSAs)
 - EMS Service Providers
 - Local Department of Public Health
 - Local and Neighboring Hospitals
 - Specialty Care Centers
 - Law Enforcement
 - Public Safety Answering Points (PSAPs)
 - EMS Dispatch Center(s)
 - Constituent Stakeholder Groups
 - Fire Departments
 - Training Centers
 - Local Office of Emergency Services (OES)

EMS CQI Technical Advisory Group (TAG) – The Merced County EMS Agency Technical Advisory Group (TAG) is a multidisciplinary committee that includes, but is not limited to, representatives from each of the following:

- a. The Merced County EMS Agency Medical Director.
- b. The Merced County EMS Agency CQI/Trauma Coordinator.
- c. Two representatives from fire departments providing medical first responder services in Merced County, who shall be selected by the Merced County Fire Chiefs Association.
- d. One representative from the ALS ground ambulance service in Merced County.
- e. One representative from a Merced County EMS Agency-approved air ambulance service provider.
- f. Two representatives from the base and receiving hospital group, one from Mercy Hospital and one from Memorial Hospital Los Banos.
- g. One representative from a Public Safety Answering Point (PSAP), to include Emergency Medical Dispatch, selected by the Merced County EMS Agency.

Responsibilities of the TAG members include:

- a. Attendance at TAG meetings: If a representative is unable to attend a meeting, he or she is responsible to have a replacement to represent his/her agency.
- b. Prepare reports and provide follow-up as appropriate for TAG meetings.
- c. Disseminate the information discussed at TAG meetings to the represented agency's personnel.
- d. Maintain responsibility for monitoring, data collection, reporting, and evaluating state and locally required and optional EMS System indicators.
- e. Identify and develop Merced County EMS performance indicators for system evaluation, to review information developed using these indicators, and to provide timely feedback to the prehospital caregivers on issues and trends discussed by the TAG.
- f. Re-evaluate, expand upon, and improve locally developed EMS system indicators annually or as needed.
- g. To promote countywide standardization of the quality improvement process with an emphasis on education.
- h. Seek and maintain relationships with all EMS participants including but not limited to:
 - State EMS Authority
 - Other Local EMS Agencies (LEMSAs)
 - EMS Service Providers
 - Local Department of Health
 - Specialty Care Centers
 - Law Enforcement
 - Public Safety Answering Points (PSAP)
 - EMS Dispatch Center(s)
 - Constituent Groups
 - Fire Departments
 - Training Centers
 - Local Office of Emergency Services (OES)

Quality Task Force – A Quality Task Force is an ad-hoc committee developed by the EMS CQI TAG for the purpose of finding a solution to a specific improvement need. This Task Force may be comprised of personnel from previously stated bodies or may include consultants or experts from other agencies as needed. Each Quality Task Force will be assigned one specific project and shall be disbanded upon completion of the project. Each Quality Task Force will be chaired by a member of the EMS CQI TAG.

Prehospital Provider/ Medical Dispatch/ Base Hospital QI Teams

In cooperation with the Merced County EMS Agency, each QI team shall have an approved and implemented CQI program.

Responsibilities of QI Teams shall include:

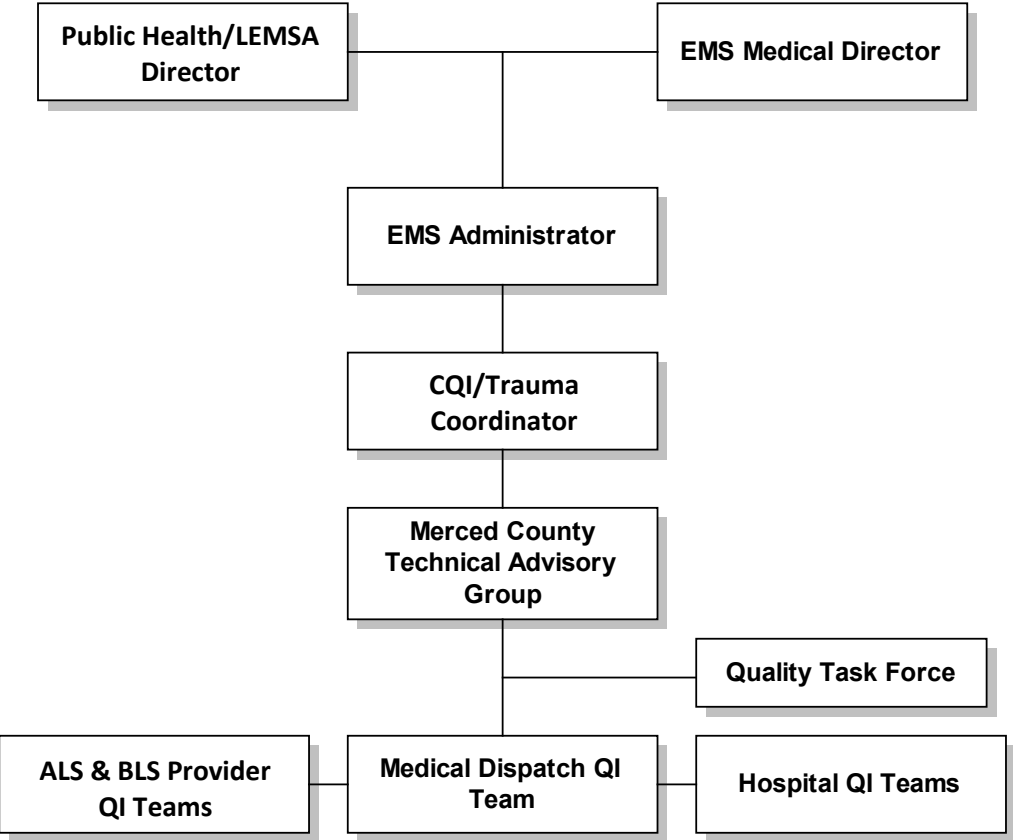
1. Assist in the development of performance indicators.
2. Ensure compliance with the completion of all required performance indicators.
3. Share results of internal QI activities with the TAG as well as dissemination of appropriate information forwarded from the TAG to field personnel.
4. Review the internal QI programs annually for effectiveness in identifying and resolving provider-related QI issues and revise as needed.
5. Provide the local EMS Agency with all required reports including an annual update on the provider EMS QI Program.

Confidentiality

All proceedings, documents and discussions of the Merced County EMS QI Program are confidential, and thus protected from discovery under Sections 1040, 1157, 1157.5, 1157.7 of the California Evidence Code. The TAG is a committee established by the local government agency to monitor, evaluate, and report on the necessity, quality, and level of specialty health services including, but not limited to, trauma and prehospital care services.

All TAG members will be asked to sign a confidentiality agreement not to divulge or discuss information that would have been obtained solely through the EMS CQI TAG. Prior to invited guests or membership participation in the meeting, the Merced County EMS Agency staff is responsible for explaining, and obtaining a signed confidentiality agreement from the guest or member.

Merced County EMS Agency CQI Organizational Chart



10. Data Collection and Reporting

Data collection and reporting are two of the most important elements in EMS CQI. The data collected must be valid, reliable, and standardized with all other system participants and must serve a useful purpose. All Merced County prehospital data must be compliant with the latest version of the National Emergency Medical Services Information Systems (NEMSIS) and the California Emergency Medical Services Information Systems (CEMSIS) data sets. This data set will be of a minimum standard; additional data may be collected at the discretion of the prehospital provider or as a Merced County EMS Agency requirement.

The following are considered standard performance indicators. These indicators will be reported to the EMS Agency monthly. The EMS Agency will then combine the data for a system report to be presented to the TAG.

Merced County EMS System Standard Performance Indicators

Indicator	Reporting Frequency	Responsible for reporting	Data Source	Comments
100% retrospective review of ALS skills	Monthly	ALS Providers	PCRs, ESO	Use Merced County ALS Skills Reporting Matrix
100% retrospective review of local optional scope advanced life support skills.	Monthly	ALS Providers	PCRs, ESO	Use Merced County ALS Skills Reporting Matrix
100% retrospective review of trauma patients that are transported directly to an approved trauma center from the scene of an emergency.	Monthly	ALS Providers	PCRs, ESO	Used to evaluate over triage rates
100% concurrent/retrospective review of trauma patients requiring an inter-facility transfer to a trauma center	Monthly	Base Hospital	PCRs, Base Forms, ESO	Used to evaluate under triage rates
100% retrospective review of air ambulance transports originating from the scene of an emergency in Merced County.	Monthly	Air Ambulance	PCRs, ESO	Used to evaluate system performance and over triage rates
Monthly retrospective analysis of emergency medical dispatch performance indicators as defined by the International Academies of Emergency Dispatch. (3% or 100 calls whichever is more)	Monthly	Dispatch	EMD Q Data From EMD calls, ESO	Use Merced County EMD Reporting Matrix.

Additional performance indicators may be identified and developed by the TAG. A standardized template will be used to define the indicator, determine the inclusion and exclusion criteria and the method of evaluation. Benchmarks will be determined by national standards when available.

11. Evaluation of Indicators

- A. The identified CQI Coordinator will analyze the quality indicators on a monthly basis and then create a chart for presentation to their internal QI Team or TAG.
- B. Presentation of quality indicator analysis will most frequently be in a run chart, a table, or a histogram format. This will enable the internal QI Team or TAG to easily identify trends and to rapidly interpret the data.
- C. The TAG will meet on a bi-monthly basis to evaluate and discuss the data provided by the EMS Agency CQI/Trauma Coordinator according to the following agenda:
 1. Review of prior meeting minutes and actions.
 2. Presentation of indicators and results/trends.
 - a. For each indicator that the TAG reviews, the following process will be followed:
 - Identify the objectives of the evaluation
 - Present indicators and related EMS information
 - Compare performance with goals or benchmarks
 - Discuss performance with peers/colleagues
 - Determine whether improvement or further evaluation is required.
 - Establish plan based upon decision
 - Assign responsibility for post-decision action plan
 3. Examine correlations between/among trends.
 4. Acknowledge positive trends, conduct discussion of unsatisfactory trends.
 5. Receive reports from Quality Task Forces, if any.
 6. Discuss changes needed to indicators.
 7. Recommend the chartering of Quality Task Forces, if any.
 8. Provide input to the appropriate QI teams.
 9. Summarize action items identified at this meeting.
 10. Recommend training/educational needs.
 11. Provide an Open Forum for participant discussion of common topics.
 12. Adjourn the meeting.

12. Action to Improve

- A. When it is identified that a performance indicator is not meeting the established benchmark or goals, the QI team or TAG will make the following determinations:
1. Continue to trend.
 2. Provide individual or organizational training/education.
 3. Develop a Performance Improvement Plan.
 4. Develop a Quality Task Force.
 5. Refer to a specific organization for follow-up.
 6. Recommend Policy and Procedure changes.
- B. Once a need for a performance improvement plan has been identified by the TAG, Merced County EMS Agency will utilize the FOCUS-PDSA model for performance improvement. FOCUS-PDSA involves the following steps:
1. **Find** a process to improve – the TAG will identify improvement needs.
 2. **Organize** a team that knows the process – the TAG will form Task Force(s) as needed and review process documents.
 3. **Clarify** current knowledge of the process – review indicator trends relevant to the process, collect other information
 4. **Understand** causes of process variation utilizing tools such as fishbone diagrams, Pareto analyses, etc.
 5. **Select** process improvement to reduce or eliminate cause(s).
 6. **Plan** – State objective of the test, make predictions, develop plan to carry out the test (who, what where, when)
 7. **Do** - Carry out the test, document problems and unexpected observations, begin analysis of the data
 8. **Study** - Complete the analysis of the data, compare the test data to predictions, and summarize what was learned
 9. **Act** - What changes are to be institutionalized? What will be the objective of the next cycle? What, if any, re-education, or training is needed to affect the changes?

Once a Performance Improvement Plan has been implemented, the results of the improvement plan will be measured. Changes to the system will be standardized and/or integrated. A plan for monitoring future activities will be established.

- C. During its meetings, the TAG will identify indicators that signal a need for improvement and make recommendations for chartering a Quality Task Force, if needed. The TAG will select members and charter the Task Force with a specific objective for improvement. Each Task Force will use the FOCUS-PDSA model to conduct improvement planning and prepare recommendations or a report for review by the TAG. The TAG will modify or accept and implement recommendations of the Quality Task Force. The TAG will also disband the Quality Task Force at the appropriate time.

13. Training and Education

- A. Once the decision to take action or to solve a problem has occurred, training and education are critical components that need to be addressed. Education needs will be identified in reports given at TAG and individual CQI team meetings. The EMS Agency will make recommendations for educational offerings countywide, based on these reports.

- B. Once a Performance Improvement Plan is recommended by the TAG, which requires a policy and/or procedure change it will be forwarded to the Merced County EMS Agency. All policy changes will be made in accordance with EMS Agency policy and with the approval of the EMS Medical Director and the Director of Public Health/LEMSA Director. The EMS Agency is responsible to standardize the changes within the appropriate policies and procedures.

- C. The EMS Agency CQI/Trauma Coordinator is responsible for educational oversight and ensures that providers submit documentation that all training requirements have been met by all EMS system participants on an annual basis. Providers are ultimately responsible for ensuring that staff is adequately trained. The rosters and records of training shall be available to the EMS Agency upon request.

14. Annual Update

The Annual Update is a written summary of the QI activities for the year. Each QI team is responsible for providing the EMS Agency with an annual update. This summary should include, at a minimum, the following:

1. Summary of all monitored performance indicators for that year
2. Outcome scores of those performance indicators
3. Any improvement plan initiatives
4. Evaluation of improvement plan goals/objectives
5. All training activities
6. All community outreach

As part of the annual update, the CQI/Trauma Coordinator, the TAG, and the individual CQI Team will offer recommendations for the upcoming year, including priority improvement goals/objectives, and indicators to be monitored.

The current CQI Plan will be submitted to the State EMS Authority annually.