



**County of San Mateo
Health Department
Emergency Medical Services Agency**

Request for Proposals

**Emergency Ambulance
Service**

Service beginning July 1, 2009

**Proposer's Conference
April 4, 2008 from 1:00 to 4:00 p.m.
San Mateo County Health Department
225 37th Avenue
San Mateo, CA 94403**

**Proposal must be submitted to:
Barbara Pletz, EMS Administrator
San Mateo County EMS Agency
Health Department
225 37th Ave
San Mateo, CA 94403**

**Proposals Due
June 25, 2008 by 5:00 p.m.**

RFP Timeline
(dates are subject to change)

March 11, 2008	<ul style="list-style-type: none"> • RFP approved by Board of Supervisors • RFP Issued by Emergency Medical Services Agency
March 28, 2008	<ul style="list-style-type: none"> • Deadline for receipt of all questions regarding the RFP by 12:00 p.m.
April 4, 2008	<ul style="list-style-type: none"> • Proposers' Conference, 1:00 p.m. to 4:00 p.m., San Mateo County Health Department, Room 100, 225 37th Avenue, San Mateo, CA 94403
April 11, 2008	<ul style="list-style-type: none"> • Amendments to RFP released (if any)
June 25, 2008)	<ul style="list-style-type: none"> • Deadline for submission of proposals
July 16, 17, 18	<ul style="list-style-type: none"> • Proposer Interviews (Tentative)
July 22, 2008	<ul style="list-style-type: none"> • Health Department Director's recommendation announced.
August 1, 2008	<ul style="list-style-type: none"> • Final date for protests
To be determined	<ul style="list-style-type: none"> • Final recommendation of award to Board of Supervisors by Health Department Director and Declaration of Intent to Contract
July 1, 2009	<ul style="list-style-type: none"> • Implementation of service by the Contractor(s) at 8:00 a.m.

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I. IMPORTANT NOTICE TO PROPOSERS

Request For Proposals - Not A Commitment. This Request for Proposals (RFP) is not a commitment or contract of any kind.

County May Accept or Reject Any Or All Proposals. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety the RFP process if the County deems it is in its best interest to do so. This RFP shall not be construed to be a low bid process. The contract, if awarded, will be negotiated with the proposer who can best meet the County's needs as identified in this RFP.

County May Waive RFP Requirements. The County reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the County.

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

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

Accuracy of Information. The County specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement. The County has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP or its website.

County Not responsible For Proposer's Cost To Respond. Costs for developing the proposals are entirely the responsibility of the proposers and shall not be reimbursed.

General Provisions Regarding Public Nature of Proposals. Government Code Section 6250 et. seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

Proposer's Rights regarding Confidentiality of Proposals. The County cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If the County receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. If a proposer believes that a portion of its proposal is confidential and notifies the County of such in writing, the County may, as a courtesy, attempt to notify the proposer of any request for the proposal. However, it would be the sole responsibility of that proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure. The proposer understands that the County is not responsible under any circumstances for any harm caused by production of a confidential proposal.

County's Rights Regarding Confidentiality of Proposals. To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retains the discretion to release or to withhold disclosure of any information submitted in response to this RFP.

Waiver of Right To Privacy. Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County of San Mateo, and/or its agents, officers or employees, that the County has violated a proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

Use of Ideas. County reserves the right to pursue any and/or all ideas generated by this request.

Restrictions from Contact. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all County personnel are specifically directed not to hold meetings, conferences, technical discussions, or communications of any kind with any applicant for purposes of responding to this RFP. Any attempt by a proposer, or agent thereof, to contact County personnel or a member of the Proposal Review Committee regarding the proposal process may be considered tampering and may result in the applicant being disqualified from entering into any contract that may result from this RFP.

Modifications. The County may modify the RFP prior to the fixed date for submission of proposals by issuance of an addendum to all parties who have received the RFP.

II. INTRODUCTION

Invitation

Pursuant to Health and Safety Code §1797.224, the County of San Mateo has an exclusive operating area for a county-wide emergency ambulance response that includes all of the County's jurisdiction with the exception of the City of South San Francisco (see map Attachment A). The County invites proposals from organizations who have demonstrated excellent experience as a provider of emergency ambulance to submit proposals to provide emergency ambulance service within the County's exclusive operating area. The successful proposer will be granted a contract for exclusive operating rights for emergency ambulance service at the advanced life support level for five years commencing July 1, 2009, with a possible extension of up to five additional years. Conditions for contract extensions may include, but are not be limited to, the following:

Contract compliance

Provider's quality improvement (QI) program for all facets of the local operation through implementation of a Baldrige or Baldrige-like process, International Service Organization (ISO) certification, or other QI program

Extent to which the Provider has implemented County initiatives such as cultural competence and linguistic access

This RFP is for emergency ambulance service. It includes all 911 medical requests, calls received by any ambulance company for emergency ambulance transport. It does not include air ambulance, non-emergency interfacility transports, interfacility critical care transports, or air ambulance service.

The RFP requires proposals that address two emergency medical response/transport models. In addition, proposers have the option of submitting proposals on two dispatch models as set forth below:

Model A: Emergency ambulance only (response time standard 8:59 minutes 90% compliance).

Model B: Emergency ambulance (response time standard 12:59 minutes 90% compliance) AND fire service paramedic first responder (6:59 minutes 90% compliance).

Dispatch by County's Public Safety Communications Dispatch Center (PSC): Presently the County's PSC dispatches Contractor's emergency ambulances in accordance with Contractor's ambulance deployment plan and Contractor pays County \$712,000 for this service. PSC can continue providing this service for the next contract period.

Alternative Dispatch System: proposers are invited to propose an alternative ambulance dispatch system in which the Provider would dispatch its ambulances. In this alternative dispatch system, PSC would:

- continue to receive calls from local PSAPs;
- perform caller interrogation;
- provide emergency medical dispatch pre-arrival and post dispatch instructions;
- dispatch fire service first responders; and
- perform a CAD to CAD transfer of dispatch data to the ambulance provider's dispatch center.

Background Information

The emergency ambulance contract is overseen by the San Mateo County EMS Agency (EMS Agency) which is the County's Health Department. The Agency's EMS website is <http://www.smhealth.org/ems>. That website contains substantial information on the EMS system design, current contract and its amendments, policies/protocols, as well as the recommendations made as a result of the recent "EMS Redesign Process."

The present ambulance contractor is American Medical Response West (AMR) and this contract includes both emergency ambulance service and fire service paramedic first response. The contract commenced January 1, 1999.

Background information regarding San Mateo County, its EMS system, and information such as numbers of ambulance transports is included as Attachment B.

III. PROPOSER REQUIREMENTS

Experience

Proposer must have experience as the provider of emergency ambulance services for a population of over 400,000 or equivalent experience in a single contiguous area. Such experience should include compliance with fractile response time performance and other regulatory/contractual expectations. The proposer must have an excellent business reputation and show evidence of stability as a provider of services comparable to those outlined in this RFP.

Financial Strength

Proposer must provide evidence of its fiscal strength to implement and maintain the services outlined within this RFP for the term of the contract period. The proposer must have sufficient capital for contract implementation and financial reserves to sustain operations. The proposer must be free of commitments and potential commitments which might impact assets, lines of credit, guarantor letters, or otherwise negatively affect the company's ability to perform the contract.

Use of Subcontractors

The use of subcontractors is permissible; however, all subcontractors for essential services must meet the applicable qualifications contained in the RFP and must be approved by the County. If a proposer intends to subcontract any portion of the services, the credentials of that subcontractor must be described in the proposal, together with a detailed description of the services to be subcontracted and the terms of the subcontractual relationship. The County reserves the right to reject requests for use of subcontractors.

IV. SYSTEM REQUIREMENTS

Proposals must adhere to the following system requirements.

A. Response time standards and compliance incentives

Response Time Standards

There will be different ambulance maximum response time standards for Model A and Model B. Additionally Model B has response time standards for fire service paramedic first responders. For the response time standards for Model A and Model B, see Attachment C.

Response time standards vary for urban/suburban, rural, and remote/wilderness, see Attachment D.

There are five (5) response time compliance zones (see Attachment D). These zones may contain a mix of urban/suburban, rural and remote/wilderness areas. Proposals must evidence an ability to maintain response times with at least 90% compliance in each of these five zones, see Attachment D.

Proposers are encouraged to recommend modifications to the zone boundaries and/or deployment strategies that will result in consistent excellent response time compliance in hard to serve areas.

Compliance Incentives

Financial penalties provide incentive for maintaining excellent response time performance. Fines are levied for late responses for both Priority 1 (Code 3) and Priority 3 (Code 2) calls. For the anticipated fine schedule, see Attachment E.

Response time exceptions

In some cases, late responses can be excused from financial penalties and from response time compliance reports. Exceptions shall be for good cause only, as determined by the County. Examples of current exceptions include:

- Call was reduced from Priority 1 to Priority 3 by on-scene responders or by the dispatcher in accordance with County protocol.

- Multiple units to the same scene.
- Adverse Weather Conditions.

Response time calculations

If ambulances are dispatched by the County (PSC) then the response time will be measured from the time that the ambulance is dispatched by PSC through the time of vehicle arrival at the address/location (wheels stopped).

If ambulances are dispatched by the ambulance provider, response times shall be calculated from the time that the ambulance provider's dispatch center receives the CAD to CAD transfer from PSC through the time of ambulance arrival at the address/location (wheels stopped).

Response time performance report

The ambulance provider will submit a written report monthly to the EMS Agency, in a manner required by the Agency, identifying each emergency call dispatched:

- which did not meet response time standard.
- each use of a BLS ambulance.
- each time an ambulance was requested and was not able to respond.
- each failure to properly report times necessary to determine response time, on-scene time, or transport time.
- the report will identify causes of performance failures and shall document efforts to eliminate these problems.

B. Ambulance Deployment Plan

The on-going deployment plan will be kept on file with the EMS Agency. Additional ambulance hours must be added by the provider if the response time performance standard is not met. The plan will describe:

- The proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- 24-hour and system status management strategies.
- Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events.

- A map identifying proposed ambulance station or post locations and identifying those geographic areas within the response time compliance areas as indicated in this RFP.
- The full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
- Any planned use of on-call crews.
- Ambulance shifts and criteria to be used in determining shift length.
- Any mandatory overtime requirements.
- Record keeping and statistical analyses to be used to identify and correct response time performance problems.
- Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

The initial ambulance deployment plan shall be maintained for at least the first three (3) months of operations.

Standby and special events

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

C. Vehicles

Ambulances – all used under this contract will:

- Be of Type I or III;
- Be procured new for this contract;
- Be identically configured;
- Meet or exceed the current Federal KKK-A-1822 standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail;
- Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association; and
- Meet or exceed the equipment standards of the State of California.

During the redesign process, the County received multiple recommendations regarding the configuration of ambulances. Proposers are encouraged to consider these recommendations, along with cost/benefit ratios, in developing their proposals.

Supervisor vehicles – all used under this contract will:

- Be of sufficient size to carry all required equipment.
- Be procured new for this contract.
- Have mileage standards consistent with ambulance mileage standards.
- Be identical in make and configuration.
- Have a tow package of sufficient rate to tow disaster trailers.
- Meet Department of Transportation and National Fire Protection Association standards for Code 3 response.

Vehicle maintenance program

A vehicle maintenance program must be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service. The vehicle maintenance program will be reviewed and approved by the County. The proposer will have to maintain detailed vehicle maintenance records.

Vehicles shall be kept in excellent working condition at all times. Any vehicle with any deficiency that compromises, or may compromise, its performance shall be immediately removed from service. Fines estimated to be \$500 will be levied for each preventable mechanical failure in route to or transporting a patient from an emergency call.

Vehicle Safety Program

Provider will have a vehicle safety program that includes an on-going driver-training program for ambulance personnel, policies and procedures for safe driving, and other mechanisms to promote safe driving and prevent vehicular crashes/incidents.

D. Equipment and supplies

Ambulances

Each ambulance will carry standardized equipment and supplies that meet federal, State, and local requirements for advanced life support ambulances, including the requirements of the EMS Agency policies and procedures. A list of the EMS Agency required equipment and supplies is Attachment F. The location of such equipment and supplies will be stored in the same location in all ambulances.

All expendable supplies including medications and controlled substances must be restocked by the provider. The provider will have a supply inventory control process.

All medical equipment shall be in good repair and safe working order at all times. There shall be sufficient medical equipment and expendable supplies so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

Fire Service Paramedic First Responder

Model A: The ambulance provider will exchange expendable medical supplies used by first responder units when the first responder personnel have provided treatment and patient care is assumed by provider's personnel,

Model B: The ambulance provider will provide first responder vehicles with the same durable medical equipment and expendable supplies as are used by provider. The amount of inventory on the first responder vehicles may be less than the ambulance inventory. Medical equipment and supplies shall be standardized throughout the system. The medical equipment and supplies shall be located in the same place on all fire first response vehicles.

Field Supervisor's Vehicles

Field supervisor's vehicles will carry essential medical equipment and supplies so that initial patient care can be provided should this vehicle arrive first at the emergency scene. Additionally these vehicles will carry equipment

and supplies likely to be needed at multi-casualty incidents.

Model B will include field supervisors for paramedic first responders.

Communications equipment

Provider will utilize the County's radio system for voice communications between the dispatch center(s), ambulances, and hospitals. The frequency range of the County's radio system operates in the UHF T-Band 470-512 MHz range. The current annual cost to AMR for maintenance of the County radio system is \$98,000.

The fire first responders are on separate radio frequencies. These are 114-179 Mhz and 482-491 Mhz.

The provider must have AVL/GPS/MDT in place in vehicles and integrated with the CAD that is used to dispatch ambulances.

Provider must equip each ambulance with appropriate emergency communications and alerting devices. Every ambulance must be able to communicate at all times and locations with its dispatch center, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.

Each ambulance must have a mobile radio and a portable radio that can be operated "hands free". Radios will be positioned in the ambulance so that a crew member in the patient compartment is able to use the mobile radio. Each ambulance must have emergency alerting devices capable of being used to notify ambulance personnel of response need and radio communications equipment sufficient to meet or exceed the requirements of County policies and procedures.

Each ambulance shall have a laptop computer with mobile data terminal capability, CAD access, mapping software, and ability to send electronic patient care records to the receiving hospital and to the electronic data warehouse. Each ambulance will be equipped with automatic vehicle location (AVL) and global positioning satellite (GPS).

E. Personnel

Ambulance Work Schedules And Conditions

At least 51% of the personnel who staff ambulances shall be provider's full-time employees. Provider's work schedules and assignments will provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well rested during work periods.

Compensation/Fringe Benefits

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

The current contractor's compensation schedule for paramedics and EMTs is Attachment G. The EMT benefit package is Attachment H. The paramedic benefit package is Attachment I.

Treatment of Incumbent Workers

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

Ambulance Staffing

Ambulances must be staffed with at least one paramedic. The second crew member may be another paramedic or an EMT-I who has completed an additional curriculum approved by the County.

Fire First Response Vehicle Staffing (Model B only)

For Model B: Each responding fire first response vehicle must include at least one person licensed in the State of California and accredited in San Mateo County as a paramedic.

Management and Supervision

Provider must have management and supervisory personnel to manage all aspects of emergency ambulance service including administration, operations, EMS training, clinical quality improvement, recordkeeping and supervision. Such supervision shall be provided continuously 24 hours a day.

Fire First Response (Model B only)

Provider shall ensure the provision of management and supervision of fire service paramedic first responders including, but not limited to clinical oversight, EMS training, clinical quality improvement, and recordkeeping. Clinical supervision shall be provided continuously 24 hours a day.

Communicable Diseases, Safety, and Prevention

The provider will have a County approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.

Employee Safety

Provider will train personnel and provide equipment necessary to ensure protection from illness or injury.

Critical Incident Stress Management (CISM) and Employee Assistance Program

The provider will maintain a CISM program that is integrated with CISM programs for law enforcement, fire service, and dispatch personnel in San Mateo County.

Provider will have an employee assistance program (EAP) for its employees.

F. Training and Continuing Education

Provider must provide a comprehensive training/education program for all paramedic and EMT personnel. Joint training

sessions for ambulance and fire service first responders are encouraged. Such a program shall include, but not be limited to:

- Advanced training for EMT-Is staffing ALS ambulances;
- Orientation to the San Mateo County EMS System;
- Pre-accreditation field evaluation for paramedics;
- Post-accreditation education, supervision, evaluation;
- Continuing education that is linked to quality improvement activities, including skills, procedures, protocols, issues and other programs; and
- Other programs and activities to maintain uniform skill proficiency.

Paramedics must maintain current valid certifications for:

- Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider;
- Prehospital Life Support or Basic Trauma Life Support or equivalent as determined by County;
- Advanced Life Support; and
- Cardiopulmonary Resuscitation.

Paramedics must have specialized training in

- Incident Command System;
- National Incident Management System;
- Standardized Emergency Management System; and
- Chemical, Biological, Radiation, Nuclear, Explosive Terrorism Incidents.

Continuing Education Provider (C.E. Provider)

Provider must be an approved Continuing Education Provider and its staff responsible for clinical education and clinical quality improvement shall meet the qualifications for EMS CE clinical director in accordance with California Code Of Regulations, Title 22, Division 9, Chapter 11.

Communications to Personnel

Provider must timely and accurately communicate with its personnel any changes in EMS system policies, procedures, protocols, or precautions.

Training Records

Provider must maintain a single electronic database for all clinical personnel (including fire service paramedics in Model B and provider's dispatchers for Dispatch Option 2). The County will have electronic access to this database. The database will be continually updated so that records are current. For those personnel providing services database will include, but not be limited to:

- Employment status (e.g., currently employed, previously employed – note this includes fire service paramedics in Model B);
- Certification/licensure;
- Paramedic accreditation;
- Required training programs within this contract (e.g., ACLS, PALS, advanced EMT, driver training); and
- Any on-going training required by County (e.g., quarterly training).

G. Hospital and Community Requirements

Hospitals

- There will be an electronic transmission of 12-lead EKG for suspected ST Elevation Myocardial Infarction (STEMI) to the hospital prior to patient arrival and this 12-lead EKG will be included in the electronic copy of the medical record.
- There will be early notification of incoming patients by the ambulance crew with all pertinent information presented in a concise and standardized format.
- The provider will sponsor, at least annually, events which include the entire EMS team multidisciplinary involving emergency department physicians, nurses, dispatchers, fire service and ambulance paramedics and EMTs.
- The provider will have a user-friendly and effective system for communicating with:
 - Ambulance management and quality improvement staff.
 - Ambulance paramedics and EMT.
 - Fire service quality improvement staff (Model B).
 - Fire service paramedics (Model B).

Community Education/Prevention

Provider must provide an annually approved community education program addressing illness/injury prevention. The program will be targeted at initiatives identified by the County.

Provider will fund a 0.5 F.T.E. Injury/Illness Coordinator who shall be an employee of the County and who will work with the provider in planning provider's community education program .

Linguistic access and cultural competence

Linguistic access and cultural competence are important and are valued by the County. San Mateo County has a diverse population. The provider will have a linguistic access and cultural competence plan. The County has developed a set of standards aimed at improving health access to its diverse community. This information is located on the County's website at:

http://www.smhealth.org/smc/department/home/0,,1954_539700217_593848756,00.htm

H. Disaster preparedness

Multi-hazard Disaster and Multi-casualty Plans

Provider will have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment and EMS surge supplies needed for at least 72 hours.

Provider will have a multi-casualty response plan which includes, but is not limited to, triggers, personnel, supplies, patient tracking procedures, and communications.

Provider will conduct training for all its employees which is designed to upgrade, evaluate, and maintain readiness for disaster and multi-casualty response.

Provider will participate with the County in disaster planning. This includes: identifying local staff having responsibility for multi-casualty and disaster planning and providing field personnel and transport resources for participation in any EMS Agency approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

Mutual Aid

To the extent units are available and consistent with its primary responsibility to provide ambulance and emergency medical services, and with County approval, provider will render “automatic aid” and “mutual aid” to adjacent jurisdictions. Provider will have procedures to effectively accept automatic aid and mutual aid from adjacent jurisdictions.

Provider will participate in the State of California ambulance strike team response.

I. Quality/Performance

The provider will have a comprehensive quality improvement program and performance measures program. This program will include all operations and services and not be limited to clinical care.

Quality Improvement Program

Provider will have a comprehensive emergency medical services system quality improvement (QI) program that meets the requirements of California Code of

Regulations, Title 22, Chapter 12 (EMS System Quality Improvement) and related guidelines. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program should not be limited to clinical functions alone. The program should include methods to measure performance, identify areas needing improvement, development and implement improvement plans, and then evaluate the results. Additionally, the provider will have an accountability system for patient belongings. The program shall describe customer service practices.

Provider will develop and implement, in cooperation with other EMS system participants, a provider-specific written QI plan.

Provider will :

- Review its QI program annually for appropriateness to the provider's operation and revise as needed;
- Participate in the EMS Agency's Quality Leadership Council that may include making available relevant records for program monitoring and evaluation;
- Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the EMS Agency medical director or his/her designee;
- Submit a quarterly report to the County to show compliance with the approved plan and areas for improvement; and
- Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

Inquiries, Complaints, And Incident Reports

Provider will provide prompt response and follow-up to inquiries and complaints.

Provider will cooperate with the County and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

Provider will complete an incident or unusual occurrence report within 24 hours for personnel involved in an unusual occurrence. Proposer will immediately notify the County of potential violations of the California Health and Safety Code, California Code of Regulations, or San Mateo County EMS policy and protocols.

Commission on Accreditation of Ambulances

Provider will obtain accreditation through the Commission on Accreditation of Ambulances, www.caas.org, no later than two years after the contract is signed.

J. Patient Care Records (PCRs) and Electronic Record Warehouse

Provider will have an electronic patient record system according to County specifications. An integrated electronic patient care record (CAD, ambulance, hospital) should be constructed so that performance metrics can be easily identified and measured. The records will be stored in an electronic data warehouse that will be located at County offices. Provider will design and fund both the patient record system and the warehouse.

An electronic EMS data system shall be used for documenting PCRs, continuous quality improvement, and reporting aggregate data as specified in the California Health and Safety Code and the current version of California EMS Authority's Data System Standards (EMSA #161).

For each patient encounter with the EMS system there will be a single patient record consisting of CAD dispatch data, ambulance paramedic patient care record, and hospital emergency department outcome/disposition, and hospital outcome/disposition. For Model B, this single patient care record will also include the fire service paramedic first responder's patient assessment and treatment.

Provider will not be responsible for populating the hospital data but will build the platform and software so that it will be able to receive this electronic data via download from each local hospital. The software will utilize standard medical electronic data protocols, encryption, and cleansing for such data transfers.

The hospital outcome portion of the warehouse is not mandated to be operational when the contract starts. However, it should be ready to accept data from hospitals within one year from the start date of the contract.

The prehospital patient care record data set will be compliant with the National Emergency Medical Services Information System (NEMSIS) and include the additional elements required

by California Emergency Medical Services Information System (CEMSIS). The County will have approval authority for the data set and for the format of the printed patient care record.

Modification to either NEMSIS or CEMSIS should be accommodated without any cost to the County.

The electronic patient record should be completed, and be available to the emergency department staff, when the patient is left at the hospital emergency department. An abbreviated electronic patient record may be acceptable for this purpose but content/format must be approved by County.

K. Dispatch

Option 1: The present dispatch system, in which County's Public Safety Communications Dispatch Center (PSC) dispatches the emergency ambulances in accordance with provider's deployment plan, can be continued. Provider will be expected to contribute to funding PSC for the services it provides under this system. Each proposer shall identify, within its proposal, the annual amount it believes is appropriate for this service.

Option 2: Proposer may propose a dispatch system in which PSC would receive calls from local PSAPs but would do a CAD to CAD data transfer to proposer's dispatch center and the proposer's dispatch center would dispatch its ambulances. Provider will be expected to contribute to funding PSC for the services it provides under this system. If making a proposal for Dispatch Option 2, the proposer shall identify, within its proposal, the annual amount it believes is appropriate for this service.

Requirements common to both dispatch options:

Standards

There will be a system for ambulance dispatch meeting the standards in ASTM F 1258 (Standard Practice for Emergency Medical Dispatch) and ASTM 1560 (Standard Practice for Emergency Medical Dispatch Management). PSC will maintain National Academy of Emergency Medical Dispatch accreditation.

Dispatch operations

- PSC will utilize an emergency medical dispatch protocol reference system approved by the EMS Agency. The system will include:
 - o Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points;
 - o Systemized caller interrogation questions;
 - o Systematized dispatch life support instructions;
 - o Systematized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response;
 - o Dispatch fire first responders;

- o Give post-dispatch and pre-arrival instructions to callers; and
- o Adhere to the ambulance provider's ambulance deployment plan (Option 1 only).
- Provider will :
 - o Have Automatic Vehicle Location(AVL)/Global Positioning(GPS) and mobile data terminals (MDTs) in ambulances and supervisor's vehicles;
 - o Be responsible for the ambulance deployment plan; and
 - o Ensure that supervisors and ambulance crews are appropriately knowledgeable of the ambulance deployment plan and dispatch procedure.

PSC Dispatcher Training

Dispatcher training

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

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

Additional Requirements for Dispatch Option 1

- CAD
 - o PSC will continue to use the current Northrop Grumman CAD until the County procures a new CAD (expected time line three to five years) and the provider will pay PSC for CAD maintenance estimated to be \$60,000 – 100,000 annually;
 - o Provider will fund an upgrade to County's Northrop Grumman CAD to permit CAD to integrate with provider's vehicle AVL/GPS to

include AVL Manager, Routing Server, Client Software, Tools, development of the base map, and CAD enhancements;

- Provider will fund an upgrade to County's Northrop Grumman CAD to permit CAD to integrate with provider's vehicle MDTs to include "Mobile CAD Client Software";
- Provider will participate in County's design and procurement processes for a replacement CAD; and
- Provider will fund its share of a replacement to the PSC CAD (expected time line three to five years).
- Dispatch Operations:
 - PSC will relay pertinent information to responding first responder and ambulance personnel;
 - PSC will monitor and track responding resources;
 - PSC will coordinate with public safety and EMS providers as needed;
 - PSC will provide required data to provider and EMS Agency;
 - PSC will develop dispatch procedures cooperatively with the EMS Agency and the provider including dispatch performance standards and compliance;
 - PSC will make timely CAD changes when Provider requests modified dispatch procedures for ambulance deployment; and
 - PSC will provide timely reports that are designed jointly by PSC and provider.

Requirements for Dispatch Option 2

Provider will provide ambulance dispatch after it receives a CAD to CAD data transfer from PSC. Provider may operate its own dispatch system, contract with an existing dispatch center, or join with other providers to operate a dispatch system.

- CAD
 - Provider will utilize a geo-centric CAD;

- Provider's CAD will integrate with AVL/GPS/MDTs in ambulance and supervisor's vehicles; and
- Provider will fund an upgrade to County's Northrop Grumman CAD to permit CAD to CAD transfer between the PSC CAD and provider's CAD.
- Dispatch Operations
 - Provider will ensure that its dispatchers meet training and performance standards that are approved by County;
 - Provider will be responsible for ambulance dispatch and coordinating the response;
 - Provider will monitor and track responding resources;
 - Provider will coordinate with public safety and EMS providers as needed;
 - Provider will provide required data to EMS Agency and ensure that CAD data is tamper-proof;
 - Provider will develop dispatch procedures cooperatively with EMS Agency including dispatch performance standards and compliance;
 - PSC will relay pertinent information to provider's dispatch center using a CAD to CAD data transfer;
 - PSC will relay pertinent information to responding first responder;
 - PSC will coordinate with public safety and ambulance dispatch center as needed; and
 - PSC will provide required data to provider and EMS Agency.

CAD Data and Reporting

Option 1: County PSC Dispatches Ambulances

PSC will provide provider "live" access to CAD and will provide provider with various reports agreed upon by PSC, provider, and EMS Agency staff.

Option 2: Provider Dispatches Ambulances

PSC will provide CAD to CAD transfer of data to provider's dispatch center. PSC will provide for remote access to CAD for provider so that provider can view fire first response data (Model B only).

Provider will provide County with live access to its provider's CAD.

Provider will provide CAD data monthly to the County, in an electronic format acceptable to the County. CAD data will include, as a minimum, records for all emergency ambulance requests received at the provider's dispatch center

L. Financial and Administrative

General Terms of Contract

In addition to other specific negotiated terms, among the terms of the final agreement with the County, the County expects that the successful proposer will be willing and able to commit to the general terms. A listing of these general terms are found in Attachment P.

Patient Fees

Current maximum patient fees are included as Attachment J. Proposers are encouraged to maintain or decrease these fees. The patient fees will be fixed for at least two years from the beginning of the contract.

Billing and collection system

Provider will have a billing and collections system that is well-documented, easy to audit, customer friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.

Provider should have a written financial hardship policy.

Annual financial audit

Provider will provide annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting procedures that are consistently applied. Statements shall be available to the County within one hundred twenty (120) calendar days of the close of each fiscal year. If the provider's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Mateo County operation will be required. Provider will also provide its quarterly unaudited financial statements.

Payments to County

Provider will pay the County for a number of services provided by the County. The fees listed below should be considered by the proposer within its proposal.

Description	Applicable to	Approximate Annual Fee
EMS Agency Oversight	Model A and B	\$292,256
Prevention Coordinator	Model A and B	\$ 66,000
Information Services Department for radio system maintenance	Model A and B	\$ 98,000
Public Safety Communications Dispatch	Dispatch Option 1 only	Proposer recommended amount
Public Safety Communications	Dispatch Option 2 only	Proposer recommended amount
CAD maintenance	Model A and B; Dispatch Option 1 only	\$60,000 - \$100,000

V. PROPOSAL PROCESS

Proposers' conference

The only opportunity for proposers to discuss the RFP specifications and process will be at the proposers' conference. There will be no other opportunities to discuss the RFP or the competitive process with County staff. The proposer's conference will be held:

April 4, 2008 from 1:00 to 4:00 p.m.
San Mateo County Health Department
Room 100
225 37th Avenue
San Mateo, CA 94403

Proposers may submit written questions or recommended modifications to the RFP prior to the conference. All such submissions must be in writing and received by March 28, 2008 by 12:00 p.m. at the below address or by FAX (650) 573-2029. All submissions and County responses to said submissions will be distributed at the conference. Address questions to:

Barbara Pletz, EMS Administrator
San Mateo County EMS Agency
225 37th Ave
San Mateo, CA 94403

Any amendments or clarifications to the RFP made following the conference will be distributed and posted on the County website <http://www.smhealth.org/ems> and distributed.

Submission and Receipt of Proposals

One original, identified as the "master" and containing original signatures, with 15 copies of the proposal must be submitted no later than June 25, 2008 at 12:00 p.m. to:

Barbara Pletz, EMS Administrator
San Mateo County EMS Agency
225 37th Ave
San Mateo, CA 94403

Proposals must be submitted in the format described in Section IV. After submission, proposals can be modified as long as the modification is

received no later than the time and date specified above. A proposal may also be withdrawn in person by a proposer or an authorized representative, provided his/her identity is made known and he/she signs a receipt for that proposal. The withdrawal must be made prior to the deadline submission stated above.

Upon receipt of each proposal, the County will record the date and time it was received. All proposals shall be kept in a secure place. Late proposals may be rejected and returned to the proposer.

All proposals shall remain firm for at least 180 days from the deadline for submission of proposals.

Proposal Evaluation Committee

An evaluation of proposals will be made by an Evaluation Committee selected by the Health Department Director. The Committee will review the proposals and make a recommendation to the Health Department Director. The County reserves the right to accept or reject the Committee's recommendation.

This committee shall be comprised of five to nine individuals who are not employed by the County and are not present or potential providers of emergency medical services. Additionally, the County may use technical experts which may include County staff to assist the Committee.

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

The Committee will evaluate proposals and the qualifications of proposers. The evaluation criteria will include, but not be limited to:

- Proposer's qualifications, experience, and financial strength
- Administrative and financial, including, but not limited to, patient fees and billing practices
- System Design and Operations
- Personnel
- Quality/performance
- Data and reporting
- Community Involvement and Education

Investigation

The County may conduct investigations of proposers' qualifications and proposal as it deems necessary. Furnishing of false or misleading information during the proposal process may result in rejection of the proposal.

Rejection of Proposals

The County reserves the right to accept or reject any or all proposals received as a result of this request.

The County shall notify the proposer of a rejected proposal.

Waiver of RFP Requirements

The County reserves the right to waive a requirement if it is in the best interest of the County. The County's waiver of a requirement shall not excuse the proposer from full compliance with remaining requirements and the contents of its proposal in the event it is awarded the contract.

Protest Process

A proposer may submit a written protest to the EMS Administrator. Such written protest must be submitted by August 1, 2008 before 12 p.m. The protest must be in writing.

The protest shall state the reason(s) for the protest. A protest that merely addresses a single aspect of the selected proposal, e.g., amount of patient fees charged to clients, will not be sufficient. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal taken as a whole is an inferior proposal. The decision of the Health Department Director on the protest shall be final.

VI. PROPOSAL FORMAT AND CONTENTS

A. Format/Submission Requirements

Proposer must submit one original, identified as “master” and containing original signatures, and 15 copies of its proposal. Proposals shall be typewritten using a font of Arial 12 point, or equivalent, and unbound. The use of three-ring binders is essential. Proposals shall include page numbers and have major sections tabbed.

The proposal shall include a table of contents. The table of contents shall outline the proposal content and shall be sequenced and numbered consistent with the sequence given below.

Any information, which does not fit logically into one of these labeled sections, shall be appended to the proposal in an area separate from the proposal. Required attachments should be submitted only once and should be referred to in the proposal as appropriate.

A completed Proposal Identification Form shall be the first page of the proposal. The form is Attachment K.

The second page of the proposal shall be a letter of transmittal from the proposer to the County, summarizing the proposal.

A completed Investigative Authority form shall be the third page. The form is Attachment L.

B. General Terms of Contract

The proposal should include a statement of the proposer’s ability to enter into an agreement, the final version of which will include general terms similar to those included in Attachment P. In the event that the proposer cannot agree to any of the general terms included in Attachment P, it should specifically identify each term, explain why it cannot agree to that term and propose an alternative term.

C. Proposer Qualifications

Experience

- Legal business status (i.e., partnership, corporation, etc.);
- Number of years in business;
- Other or prior business names;
- Whether proposer holds controlling interest or is controlled by another organization;

- Financial interest in related business;
- Business partners in the last five years;
- Provide a list or table of every community your organization currently serves and every community it previously served. Indicate:
 - Type and level of service provided including the population served;
 - The contract period;
 - Whether the contract was competitively awarded;
 - Remaining term of each contract;
 - Circumstances under which any contracts were terminated, failure to complete and allegations of deficient service if applicable;
 - Document your organization's experience providing emergency ambulance services meeting independently verifiable maximum (fractile) response times; and
 - Describe your organization's experience working with the fire service and other public entities.

Financial

- Document your organization's current net worth and the form of that net worth including its capacity to convert non-liquid assets into cash if needed. Provide an audited financial statement of current assets and liabilities for the past two years.
- Document your organization's access to working capital, including the finance of equipment needed to service a system such as the one in San Mateo County.
- Provide evidence of the amount of current reserve borrowing power for your organization.
- List commitments or potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect your abilities to perform this contract.
- Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past five years.

Legal actions

- List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include the title of the case, case number, court, and monetary amount.

- List any instances of major regulatory actions or sanctions against your organization, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.

Subcontractors

- Identify any subcontractors and describe subcontractor's qualifications. Provide a detailed description of the services to be subcontracted and the terms, including financial of the subcontractual relationship.

Key personnel

- Identify key personnel who will be responsible for operations within San Mateo County including, but not limited to, the local operations manager and those responsible for quality improvement, the data system and warehouse, education/training, billing, equipment maintenance, communications and dispatch services. For each, identify:
 - Qualification, education, and experience;
 - Time in the position. If time in the position is less than five years, the time in the position for the incumbent's predecessor; and
 - For each individual identified, provide a signed Investigative Authority – Individual see Attachment M.

Other

- Provide any other information about your organization which may be helpful to the County in understanding why your organization should be selected as the contractor.

D. System Requirements In Proposal

Operations Start-up

Describe how your organization would manage the start-up of services with the planned timeframe from the contract approval to implementation, include fleet, other equipment, communications system, staff, and key personnel. Provide a timeline of key points in the start up process to accomplish start-up. If anything in the proposed service will not be in place on the starting date of the contract, it must be clearly identified and a deadline for its implementation provided.

Response Time Standards and Incentives

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

List your recommendations for response time exceptions.

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

Ambulance deployment plan

For Model A:

Identify the initial deployment plan which shall be maintained for at least the first three (3) months of operations. For this plan:

- Describe proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- Describe 24-hour and system status management strategies.
- Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events.
- Include a map identifying proposed ambulance station or post locations and identifying those geographic

areas within the response time compliance areas as indicated in this RFP.

- Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
- Describe any planned use of on-call crews.
- Describe ambulance shifts and criteria to be used in determining shift length.
- Describe any mandatory overtime requirements.
- Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
- Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- Provide a statement that ambulance hours will be redeployed or added if the response time performance standards are not met.

For Model B.

Describe any differences in your ambulance deployment plan for Model B.

Vehicles

Ambulances

- Provide specifications for new ambulances to be purchased for this contract.
- List any specifications developed to improve reliability and any standard modifications to be made to new ambulances prior to placing them in service.
- Describe your proposed fleet size in relation to peak load coverage requirements and fleet standardization policies.

Supervisor's vehicles – all used under this contract (including in Model B)

- Provide specifications for supervisor's vehicles to be purchased under this contract.
- List any specifications developed to improve reliability and any standard modifications to be made to supervisor vehicles prior to placing them in service.

Vehicle Maintenance Program

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

Vehicle Safety Program

- Describe your driver training program.
- Provide your policies and procedures related to safe ambulance driving.
- Describe any other mechanism you use to promote safe ambulance driving and prevention of crashes/traffic incidents.

Equipment and Supplies

Ambulances

- Provide a detailed list of equipment (including communications equipment) and supplies, including quantities and brand names to be carried on each ambulance.
- Describe how equipment is selected for use and the procedures that ensure such equipment is properly maintained.
- Describe your supply/equipment inventory tracking and resupply process.
- Describe how equipment is selected for use and how upgrades to equipment will be handled, and funded, during the duration of the contract.
- Describe the procedures that ensure equipment is properly maintained.

- Describe your supply inventory control process.
- Describe fire first responder equipment and supplies:
 - For Model A: Describe your mechanisms for exchanging expendable medical supplies used by fire service first responders.
 - For Model B: Identify all medical equipment and supplies that will be carried by fire first responders.
 - For Model B: Describe the stocking and resupply procedures for fire first responders.

Supervisor's Vehicles

- Describe all medical equipment and supplies that will be carried on supervisor's vehicles.

Communications Equipment

- Describe the proposed methods of communications between the dispatch center, provider's vehicles, receiving hospitals, and fire service.
- Identify all communications equipment (type, brand, number) that will be carried on ambulances and supervisors vehicles including, but not limited to:
 - Radios
 - AVL/GPS/MDTs
 - Telephones
 - Alerting devices
 - Laptop computers

Personnel

Ambulance workforce

- Discuss your approach and policies regarding the treatment of current emergency ambulance contractor's paramedic and EMT employees.
- Describe work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
- Describe methods that will be used to minimize the turnover rate among the provider's personnel.
- Describe how you measure workload and fatigue for ambulance crews.

- Include a copy of personnel compensation/fringe benefits package for EMTs, paramedics, and dispatchers in this proposal.
- Describe your personnel recruitment and screening processes.
- Describe your employee retention program.
- Describe your programs for occupational health and safety, including communicable diseases prevention.
- Describe your pre-employment and on-going physical ability evaluation processes.
- Provide your organization's communicable disease control and safety policies and procedures.
- Submit completed copies of your compensation package for ambulance paramedics, EMTs, and provider's dispatchers (Dispatch Option 2 only) using the forms found in Attachment N.

Staffing

- Describe the mechanism for ensuring that ambulance-staffing standards are met.
- For Model B describe the mechanism for ensuring that paramedic first response vehicle staffing standards are met.

Management and Supervision

- Describe the management structure that will be used to manage all aspects of emergency ambulance service.
- Identify your key management staff for the San Mateo County organization. Include completed Investigative Authorization–Individual forms (found in Attachment M of this RFP).
- Describe the qualifications and provide job descriptions for all management and supervisory personnel for the emergency ambulance service.
- For Model B also describe the qualifications and provide job descriptions for all management and supervisory personnel for the paramedic first response service.
- For Dispatch Option 2 also describe the qualifications and provide job descriptions for all management and supervisory personnel in the provider's dispatch center.

Communicable Diseases, Safety, Prevention

- Describe your programs for occupational health and safety, including communicable diseases prevention.
- Describe your pre-employment and on-going physical ability evaluation processes.

- Provide your organization's communicable disease control and safety policies and procedures.
- Identify personal protective equipment provided to ambulance crews.
- Identify personnel protective equipment provided to fire service first responders (Model B).

Employee Safety Program

- Describe your employee safety program.

Critical Incident Stress Management (CISM) and Employee Assistance Programs (EAP)

- Describe the CISM program you plan to use in San Mateo County.
- Describe your EAP.

Training

- Describe your comprehensive training/education program for ambulance personnel.
- Describe your comprehensive training/education program for fire service paramedic first responders (Model B)
- Describe the training curriculum for EMT-Is staffing an ALS ambulance.
- Describe the orientation and other training/evaluation that is required for new paramedics (Model A and Model B) and transport EMTs.
- Describe the mechanism for ensuring that ambulance paramedic and EMT personnel meet requirements including annual refresher training for infrequently used skills.
- Describe the mechanism for ensuring that fire service paramedic first responders meet requirements including annual refresher training for infrequently used skills (Model B).
- Describe how you will ensure that all paramedics performing services under this contract (Model A and Model B) have sufficient on-going clinical practice to maintain skills and knowledge.
- Describe your mechanisms to ensure timely, accurate, and accountable communications with EMS personnel regarding changes in EMS system policies, procedures, protocols, or precautions (Model A and Model B).
- For Model A describe the qualifications for your lead staff for ambulance personnel for clinical education and clinical quality improvement and provide job description(s).

- For Model B describe the qualifications for staff responsible for first responder personnel clinical education and clinical quality improvement . Provide job descriptions.
- Describe the database that you will use for maintaining paramedic (Model A and Model B) and ambulance EMT records including employment, certification/licensure, paramedic accreditation, required training programs, and on-going training.

Hospital and Community Requirements

Hospitals

- Describe how you will make 12-lead EKG for suspected STEMI patients available to the hospital prior to patient arrival.
- Describe the EMS team events that you are proposing.
- Describe your communications processes for:
 - Hospital to ambulance provider’s management and quality improvement staff;
 - Hospital to ambulance paramedics/EMTs; and
 - Hospital to fire service clinical supervisors (Model B)

Community Education and Illness/Injury Program

- Describe the community education and illness/injury program fro San Mateo County. Include timeline and measures.
- List your commitment to fund a 0.5 F.T.E. Illness/Injury Prevention Coordinator employee of San Mateo County.

Linguistic access and cultural competence

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

Disaster Preparedness

- Describe your organization’s internal disaster plan and multi-casualty response plan.
- Describe the disaster preparedness training for all staff.
- Describe your processes and procedures for providing and receiving “automatic” and “mutual aid” to those providers of

emergency medical services operating within adjacent areas in and out of San Mateo County.

- Identify staff that will have primary responsibility for disaster preparedness, provide the job description, and any required specialized training.
- Describe how your organization has participated in disaster exercises or in actual disasters. Include how the event was evaluated and corrective actions taken to improve future response.

Quality/Performance

- Describe your organization's comprehensive continuous quality improvement program.
- Describe your inquiry and complaint management system. Include cycle times for in-process measures.
- Describe your process/procedures for incident reports.
- Describe your organization's status regarding Commission on Accreditation of Ambulances accreditation.
- Describe your system for accountability of patient belongings.

Patient Care Records And Electronic Record Warehouse

- Identify the individuals who will be responsible for developing and implementing the electronic patient care record and record warehouse and provide a description of their qualifications.
- Describe the structure of the electronic patient care record and the electronic record warehouse including the software, hardware, and general structure.
- Identify the unique patient identifier that will be used to link CAD data, ambulance data, first responder data (Model B only), and hospital data.
- Describe the data transfer protocols.
- Describe how the patient care records will be made available to the receiving hospital at the time the patient is left at the hospital.

Dispatch

Option 1

Provide financial commitments to include:

- Fund an upgrade to County's Northrop Grumman CAD to permit CAD to integrate with provider's vehicle AVL/GPS systems and with vehicle MDTs.
- Pay for annual maintenance to County's CAD and EMS dispatch related equipment estimated at \$60,000 - \$100,000.
- Describe your recommended payment to County for PSC services

- Pay provider's share of costs associated with replacing the County's CAD.

Option 2

- Provide financial commitment to fund an upgrade to the County's CAD to permit CAD to CAD transfer between the PSC CAD and provider's CAD.
- Describe your recommended payment to County for PSC services.
- Describe the proposed method of providing dispatch services including any proposed subcontracts.
- Describe in detail CAD that will be utilized by provider.
- Describe provider's experience in using priority medical dispatch systems.
- Describe the training, duties, and performance standards for provider's dispatchers for the San Mateo County operation.
- Describe how the San Mateo County dispatch operation will be configured in the proposer's dispatch center.
- Describe the existing workload and call volume of the proposed dispatch center where the San Mateo County ambulance dispatch center will be located.
- Describe how proposer's dispatch center will communicate with other public safety agencies in San Mateo County during an emergency incident.
- Describe the proposer's dispatch operations and mission critical technology redundancy.
- Describe the provider's CQI process as it relates to dispatch services.

E. Financial

- Patient Fees
Submit the completed forms for “Proposed Ambulance Rates” Attachment Q. This should include the listing of the rates and for two patient scenarios. Complete separate forms for Model A and Model B if pricing differs between the two models. If there is any difference in pricing between the dispatch option you are proposing, explain the differences.

Include a statement committing that the patient fees contained in the proposal will not be increased for at least two years from the commencement of the contract.

- Budgets
Provide detailed information on the full costs of your proposed service for Model A and Model B using Dispatch Option 1. If you are also proposing Dispatch Option 2, also provide a budget for this option.

Using the forms provided in Attachment O, provide the above information for each year of the first three years of operation. Additionally, the proposer shall provide complete information on its projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover costs of operations, the proposer shall document its projected source of revenue to offset such loss and shall detail the proposer’s projected timeframe to recoup losses. “Full Cost” shall mean all costs attributable to the provision of service.

Explain any payments to subcontractors and explain in detail what is being funded. For Model B, delineate payments and/or costs associated with fire first responder services such as equipment, supplies, training, etc.

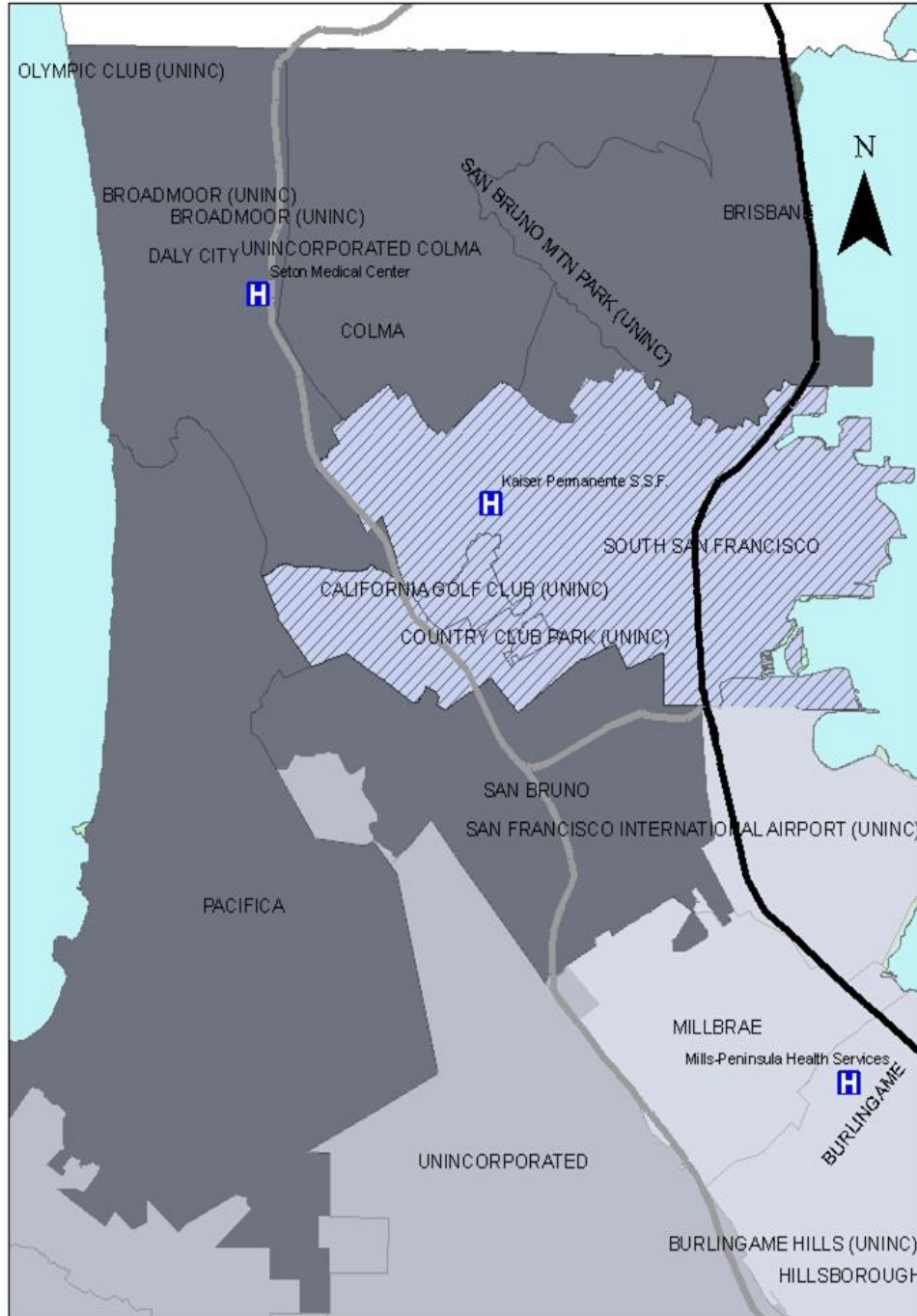
Provide a statement agreeing to provide the County an annual audited financial statement according to the requirements identified.

- Billing and collection:
 - Describe your billing and collection system.
 - Provide a copy of your financial hardship policy.
 - Provide a copy of a billing late notice.
 - Describe how your organization evaluates and improves the billing and collection system. Give at least one example of system improvement in the past year.

- Propose payments to County for:
 - EMS Agency Oversight
 - Prevention Coordinator (0.5 FTE)
 - Radio system maintenance
 - Dispatch Option 1
 - Dispatch Option 2
 - PSC CAD Maintenance (Option 1 only)

VII. Attachments for RFP

Attachment A: Map showing north San Mateo County with City of South San Francisco



Attachment B: Background – San Mateo County Emergency Medical Services

I. Geography/Demographics

San Mateo County is one of nine counties that make up the San Francisco Bay Area. The county is bound on the west by the Pacific Ocean, on the east by the San Francisco Bay, to the north by San Francisco City and County, and to the south by Santa Clara County. It covers 552 square miles, boasts 54 miles of coastline, with 74 percent of its land in agriculture use, watershed, open space, wetlands or parks. The County is longitudinally divided by a coastal mountain range. The climate is generally mild. Rainfall can be heavy during winter months averaging 19.6 inches per year. Dense fog in coastal areas is common year-round.

There are a number of active earthquake faults in the area. Some densely populated areas are on landfill. The area is also at risk for tsunami, mudslide, and wildfire.

Although San Mateo is geographically the third smallest county in California, it is the fourteenth most populous with 733,500 people. The coast side and mountainous zone has a low population density with the exception of the Half Moon Bay area which has a denser population and is growing. The rest of the County population density would be characterized as urban/suburban. The three largest cities are Daly City (population 105,156), San Mateo (population 94,605) and Redwood City (population 76,322). South San Francisco has a population of 62,017. The San Francisco International Airport is one of the busiest airports in the nation processing 34,975,255 passengers in 2006.

The California Department of Finance projects that by 2020 San Mateo County will grow to 834,500. The County's median age is 36.8 and has an aging population with the single largest age cohort of 65 and over at 14.5 percent.

According to the most recent 2000 U.S. federal census data, San Mateo County is one of the most ethnically diverse communities in the nation: 49.8 percent of County residents are Caucasian, 21.8 percent are Hispanic, 21 percent Asian/Pacific Islander, 3.3 percent African American and 4.1 percent are other. Thirty-eight percent of the population speaks a language other than English and more than thirty languages are spoken in the County. While the majority of those who speak a language other than English are also fluent in English, the census found that about 25% are limited English proficient (LEP), which refers to those residents who speak English "not well" or "not at all". Spanish-speakers make up the majority of LEP individuals in the county followed by Chinese and Tagalog.

There is substantial industrial development on the bayside of the County. A number of information, bioscience and medical technology industries are based

in the County. The largest employers are United Airlines, Oracle, Genentech, and the County of San Mateo.

The median family income in San Mateo County is \$80,737; the per capita income \$57,906, one of the highest in California. The average household income is \$129,000, making it one of the highest in the nation. California has some of the highest housing costs in the nation.

The Bay Area has large numbers of commuters and most use automobiles. In 1996, San Mateo County became the fourth most traffic-congested county in the region, surpassing the average total daily congestion in San Francisco and Marin Counties for the first time. San Mateo County has two of the Bay Area's ten worst traffic congestion locations:

- Highway 92 eastbound p.m., San Mateo County to Alameda County, Foster City Boulevard to I-880 (ranked as the 6th worst)
- U.S. 101 northbound p.m., San Mateo County Whipple Avenue to Third Avenue (9th worst)

In 1996, San Mateo County drivers experienced 7,000 vehicle hours of delay, a 400% increase since 1994. The expanding economy is creating more traffic, with no addition to the capacity of the highway system.

II. History of San Mateo EMS

San Mateo County began its paramedic emergency ambulance service program over thirty years ago. In 1976 it was the first California county to conduct a Request for Proposal (RFP) process granting an exclusive operating area for emergency ambulance service.

The California EMS Authority has approved San Mateo County's EMS Plan including two exclusive operating areas (EOAs) for emergency ambulance service in accordance with California Health and Safety Code Section 1797.224. One EOA, awarded through grandfathering, is the jurisdiction of South San Francisco where the fire department has provided paramedic service since 1975 and therefore meets the criteria for California Health and Safety Code Section 1797.201. The other EOA, awarded through a competitive process, includes the remainder of the County. While the City of South San Francisco is the primary provider of emergency ambulance service within its jurisdiction, historically, the countywide EOA ambulance service provider has provided backup service within that jurisdiction.

In 1997, San Mateo County conducted its most recent emergency ambulance RFP process. As the result of that process, American Medical Response West (AMR) was awarded a six-year contract, with a provision for two, two-year extensions at the County's option. In January 2007 the County approved the

final extension of two and one half years. The current contract is due to expire June 30, 2009.

Some of the key features of the current San Mateo County EMS system include:

- A centralized emergency medical dispatch.
- A response time performance-based contract for emergency ambulance service and for fire service paramedic first response.
- Experienced paramedic workforces of over 300 individuals employed by the emergency ambulance provider and by the fire service.
- Supportive and involved emergency department physicians and nurses
- Two air ambulance providers using helicopters.

During 2007, the County conducted an EMS System Redesign Process involving over 100 participants, 10 component committees, and a steering committee.

III. Current EMS Program Description

Dispatch

9-1-1 calls from citizens for emergency medical services are received by 15 jurisdiction's law enforcement public safety answering points (PSAPs). Once the PSAP dispatcher determines that a call is medical in nature, the caller is transferred to the San Mateo County Public Safety Dispatch Center (PSC). Medical calls for service may also be requested by law enforcement officers whereby their dispatch centers relay the request via microwave telephone to PSC.

PSC dispatches:

- AMR 911 ambulances
- All fire agencies in San Mateo County
- Five law enforcement agencies including the Sheriff, East Palo Alto, Millbrae, Broadmoor, and Half Moon Bay.

PSC is accredited by the National Academy of Emergency Medical Dispatch as a Center of Excellence. PSC continually exceeds the National Academy standards and Center of Excellence averages for EMS compliance (98%). PSC continually meets overall performance standards of 95%, when dispatching fire and EMS calls.

PSC uses the current emergency ambulance provider's system status plan to dispatch the 9-1-1 ambulances. Dispatch of ambulances is by voice via the County's radio system and also by digital pager. Times are recorded by the PSC dispatcher upon voice communication from the ambulance. AVL/GPS is not presently in place.

The PSC uses a PRC/Northrop Grumman CAD which was implemented in 1994. PSC installed new CAD hardware in 2007. This CAD has been highly customized. PSC's Systems Management Unit supports the CAD, CAD interfaces, intranet, voice logger, cabling and 9-1-1 telephone system (via internal resources and vendor support contracts). PSC manages a fully automated back-up center.

AMR currently pays the County for PSC 9-1-1 ambulance dispatch services. The annual amount paid by the ambulance contractor to the County for this service is \$712,000. There is currently an additional charge of \$42,000 for CAD maintenance; this amount was fixed in the original County/AMR contract and does not reflect the actual cost to PSC for CAD maintenance.

Fire Service Agencies

A joint powers authority, the San Mateo Prehospital Emergency Services Medical Group (JPA), was formed in 1997. The JPA includes all fire service entities within the County with two exceptions (County Fire/California Department of Forestry and Fire Protection [CDF] and the San Francisco International Airport (SFIA) Fire Department). Presently the County's contract with AMR includes paramedic first response services. A contract between AMR and the JPA outlines the relationships between these two parties including financial obligations. The current annual amount that AMR currently pays the JPA for paramedic first responder services is \$3,771,410.

Because the California Department of Forestry and Fire Protection (CDF) is not a member of the JPA and is under contract with the County to provide service in the unincorporated areas, AMR has a contract with the County for CDF's first responder services. The current annual amounts that AMR pays the County for CDF's paramedic first responder services is \$30,000.

Although there are 15 separate fire agencies in the county, the closest unit responds to medical calls without consideration of jurisdictional boundaries. PSC dispatches all fire service agencies, with the exception of the San Francisco International Airport, for both medical and fire suppression calls. The fire service has its own radio communication system. Fire first responder vehicles are fire engines staffed with at least three firefighters, at least one of which is a paramedic.

Fire District or Department	Current Service Level
California Division of Forestry (CDF) –	ALS
Colma Fire Protection	ALS
Central County Fire	ALS

Department	
Coastside Fire District	ALS
Foster City Fire Department	ALS
Half Moon Bay	ALS
La Honda Vounteer Fire - CDF (volunteer)	BLS
Menlo Park Fire Protection District	ALS
Millbrae Fire Department	ALS
North County Fire Authority	ALS
Redwood City Fire Department	ALS
San Bruno Fire Department	ALS
San Mateo City Fire Department	ALS
South County Fire Authority	ALS
South San Francisco Fire Department	ALS first response and transport
Woodside Fire Protection District	ALS

AMR restocks the fire service with all disposable medical supplies at no charge to the fire service. Most of the advanced life support durable medical equipment has been purchased by the various fire agencies. Equipment is not standardized and some departments have medical equipment not carried by other departments.

AMR also restocks pharmaceuticals and other expendable medical supplies to the fire service agencies. Morphine sulfate is presently supplied by the Health Department and is restocked by the EMS Agency.

There are five fire service EMS coordinators who are responsible for the 24 hour, seven days a week clinical supervision and medical training of fire service personnel. The coordinators are based in zones (North, Central, South, County/CDF, and SFIA). These coordinators work closely with AMR and County staff for the purposes of medical supervision, quality assurance, training, and record keeping. These coordinators are employees of five separate fire service agencies.

Ambulance Resources (ground and air)

Emergency ambulance service providers are limited to the City of South San Francisco and the current countywide provider, AMR. Non-emergency ambulance service providers include AMR, Bayshore Ambulance, and South San Francisco Fire Department. Several other small non-emergency ambulance providers run a limited number of calls within the County. Non-emergency

ambulances are restricted from responding to and transporting patients with emergency conditions unless specifically directed to do so by the County. This restriction applies to all medical response requests whether the call is made to 9-1-1 or directly to an ambulance provider.

There are two critical care interfacility transport (CCT) providers, AMR and Bayshore Ambulance. The CCT vehicles are staffed by registered nurses and EMTs. Local hospitals report dissatisfaction with CCT availability.

Two air ambulance service providers (helicopters), Lifelight and CALSTAR, regularly respond into the County for "on-scene" calls. These responses are most commonly for critically ill or injured patients in the mountainous or coastal areas where ground transport will be prolonged. Automatic dispatch is done according to geographic and nature of the call. The total number of patients transported by air ambulance in 2007 was 46.

Emergency Ambulance Service

Ambulances are staffed by a minimum of one paramedic and one EMT (who has completed an additional 40 hours of County-approved training).

AMR's paramedic and EMT workforce is represented by the National Emergency Medical Services Association (NEMSA). For the schedule of their salaries and benefits see Attachments G, H, and I.

The contract is performance-based with financial penalties levied for calls not meeting the response time standard as well as "lump-sum" fines determined by monthly compliance to the response time standard. There are currently five response time compliance zones.

Information on recent response time compliance, number of transports, patient fees, and collection rate follows:

2006 and 2007 Response Time Compliance

2007 PERFORMANCE PENALTIES

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Avg Zone Response
January	88.4%	85.1%	89.8%	86.4%	92.2%	87.4%
February	92.1%	88.6%	91.8%	89.5%	92.9%	90.5%
March	90.5%	89.5%	90.7%	90.4%	89.6%	90.2%
April	92.6%	89.9%	91.1%	88.3%	88.9%	90.2%
May	87.6%	88.7%	90.8%	87.7%	87.8%	88.5%
June	88.6%	88.3%	92.2%	88.2%	88.5%	89.2%
July	92.3%	91.7%	93.6%	89.8%	90.6%	91.6%
August	90.3%	91.5%	91.8%	91.5%	87.3%	90.5%
September	89.9%	92.0%	93.7%	94.1%	88.8%	91.7%
October	88.3%	90.1%	90.6%	93.2%	89.2%	90.3%
November	91.9%	91.8%	93.1%	93.8%	90.6%	92.2%
December	91.9%	90.7%	92.7%	91.1%	87.3%	90.8%

2006 PERFORMANCE PENALTIES

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Avg Zone Response
January	92.8%	90.2%	92.7%	90.2%	84.4%	90.1%
February	89.4%	88.9%	91.6%	85.6%	87.9%	88.7%
March	93.2%	90.0%	89.2%	89.7%	86.7%	89.8%
April	91.7%	90.5%	93.1%	92.8%	90.6%	91.7%
May	90.3%	90.0%	92.0%	90.1%	93.6%	91.2%
June	90.0%	92.8%	93.7%	90.5%	89.7%	91.3%
July	93.3%	89.0%	94.1%	89.2%	91.6%	91.4%
August	92.1%	88.8%	90.3%	89.3%	90.3%	90.2%
September	90.6%	90.0%	89.3%	89.6%	90.3%	90.0%
October	90.8%	88.6%	90.5%	89.0%	95.3%	90.8%
November	89.5%	89.2%	92.3%	88.2%	94.0%	90.6%
December	90.9%	87.5%	90.9%	86.9%	90.3%	89.3%

Historical collection rates, average charges, number of responses, number of transports, and percent of transports

Year	Collect Rate	Avg. Charge	Responses	Transports	Trans %
1999	57%	\$951.20	39,127	22,027	56.30%
2000	63%	\$990.17	34,618	22,877	66.08%
2001	65%	\$1,045.13	35,159	22,809	64.87%
2002	61%	\$1,134.21	33,789	22,083	65.36%
2003	58%	\$1,122.47	34,604	22,529	65.11%
2004	NA	\$1,278.66	35,303	22,949	65.01%
2005	NA	\$1,344.90	37,221	24,012	64.51%
2006	52%	\$1,376.05	37,672	23,264	61.75%
2007	NA	NA	37,930	24,416	64.30%

NA = Not Available

Hospitals

Eleven (11) hospitals routinely receive patients transported by emergency ambulance from San Mateo County. All these hospitals are designated as San Mateo County "Base Hospitals". Paramedics use a cell phone to contact the emergency physician at the hospital receiving the patient for medical consultation as needed. Paramedics routinely provide a patient report to the receiving hospital via radio while enroute to the hospital. Patients with immediately life-threatening conditions are taken to the closest facility. All other patients are taken to the hospital they choose.

Hospital	Location
Kaiser Redwood City	Redwood City
Kaiser South San Francisco	South San Francisco
Mills-Peninsula (Standby ED)	San Mateo
Palo Alto Veterans Administration	Palo Alto
Peninsula Medical Center	Burlingame
San Francisco General	San Francisco
San Mateo County General	San Mateo
Sequoia Hospital	Redwood City
Seton Coastside (Standby ED)	Moss Beach
Seton Medical Center	Daly City
Stanford Medical Center	Palo Alto

Major trauma patients are taken to Level I trauma centers at Stanford Medical Center and San Francisco General Hospital, both out of county. A stroke care

system was recently implemented. Patients with acute stroke symptoms are taken directly to a Joint Commission accredited stroke center (Seton Medical Center, Peninsula Medical Center, Kaiser Redwood City, Kaiser South San Francisco, and Stanford Medical Center). Mills-Peninsula's Mills Campus and Seton Coastside do not have in-patient services. San Mateo Medical Center does not have obstetrics. Only Stanford's Lucille Packard's Children's Hospital has pediatric intensive care.

Current Communications Technology

Radio

EMS dispatch/ambulance radio communications utilize a trunked radio system owned and operated by the County of San Mateo (Motorola Smartzone Simulcast (482-499 MHz). The radio system was implemented in July of 2004. The County's Information Services Department (ISD) provides the County's radio and microwave infrastructure. The system is used by PSC, emergency ambulances, fire service EMS Coordinators, and hospital emergency departments.

Presently the County has formed a Steering Committee on Radio Interoperability and is working with other Bay Area Counties towards implementing a Bay Area radio system that will be interoperable between counties. The County of San Mateo plans to utilize frequencies in the 700MHz range.

The fire service agencies are on a separate radio system that operates on VHF radio frequencies in the 114-179 Mhz bandwidths. AMR supervisors can access this system via separate portable radios.

All ground emergency ambulance transport vehicles, non-transporting ALS responders and PSC have two-way radios with Red (primary dispatch) channel capability. In addition, these providers have fire control channel capabilities, including CALCORD, with all ALS fire first responder agencies in the county. The ALS fire first responders utilize the fire control channels (primary, secondary and tactical) as well as CALCORD for both primary dispatching and vehicle-to-vehicle communication. This structure allows all emergency ambulances and fire first responders to communicate with one another. Air ambulances communicate with PSC via fire channels. In addition, these air ambulance providers have fire control channel capabilities, including CALCORD, with all ALS fire first responder agencies in the county.

Paging System

Currently the County provides paging services for the emergency

ambulance service. AMR pays approximately \$1,300 per month to PSC for pagers, which includes pagers for all AMR paramedics, Advanced EMT's, EMS Agency staff, one CISM pager, and some AMR management.

These pagers are linked to the PSC CAD which can send alpha-numeric messages directly off the CAD or by telephone. Ambulance dispatch information is transmitted via pager as well as audibly over the EMS radio.

Data systems

Electronic Patient Record Data System

An electronic patient-record software called "MEDS" was developed jointly by AMR and San Mateo County. AMR emergency ambulances and most fire first responder paramedics are currently using this system. The electronic patient record serves as the patient's prehospital care record (PCR) for documentation purposes. The records are stored within a database for the purposes of quality improvement, research, and system evaluation. The PSC CAD populates a beginning patient record for the fire first responder and for the ambulance (two records for the same patient encounter).

First Watch

For the purposes of bioterrorism and disease surveillance the County has an ongoing contract with First Watch. Data from the PSC CAD is sent to a First Watch server at the San Mateo Health Department. Health Department staff is alerted when the anticipated number of 911 calls meeting Emergency Medical Dispatch codes (e.g., shortness of breath) exceed identified thresholds.

EMSystem

The EMSystem website continuously displays hospital status relative to the ability to accept ambulance patients. However, since the ambulance crews do not currently have access to this website they need to ascertain the intended receiving hospital's open/closed status by verbally asking the PSC dispatcher to check the EMSystem screen at the dispatch center.

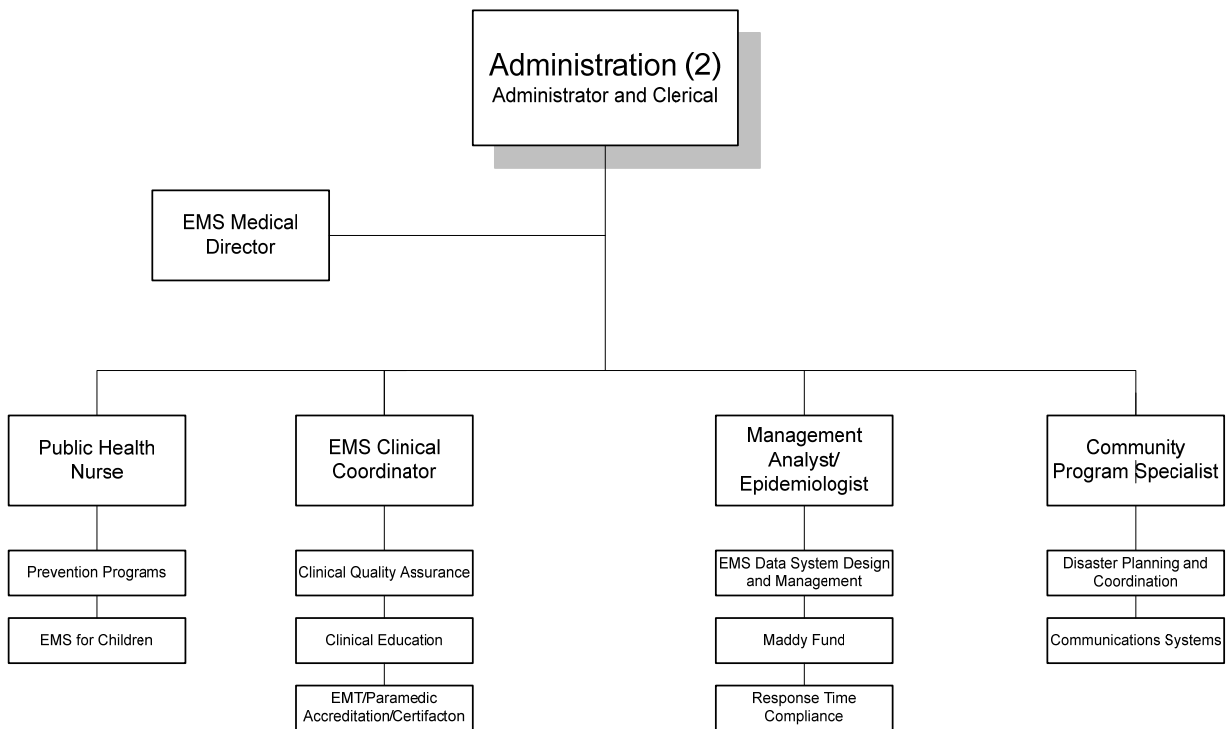
EMS Agency Oversight

The San Mateo County Health Department is designated by the County as the local EMS Agency. Presently staff to the EMS Agency includes an administrator,

clinical coordinator, management analyst, emergency preparedness coordinator, and an injury/illness prevention coordinator, part-time medical director, and a secretary.

The EMS staff oversees the Countywide Emergency Ambulance Service and Paramedic First Response contract. AMR paid \$292,256 in 2007 to the County for oversight of the contract.

**COUNTY OF SAN MATEO
ORGANIZATIONAL CHART
EMERGENCY MEDICAL SERVICES AGENCY**



Attachment C: Response Time Standards

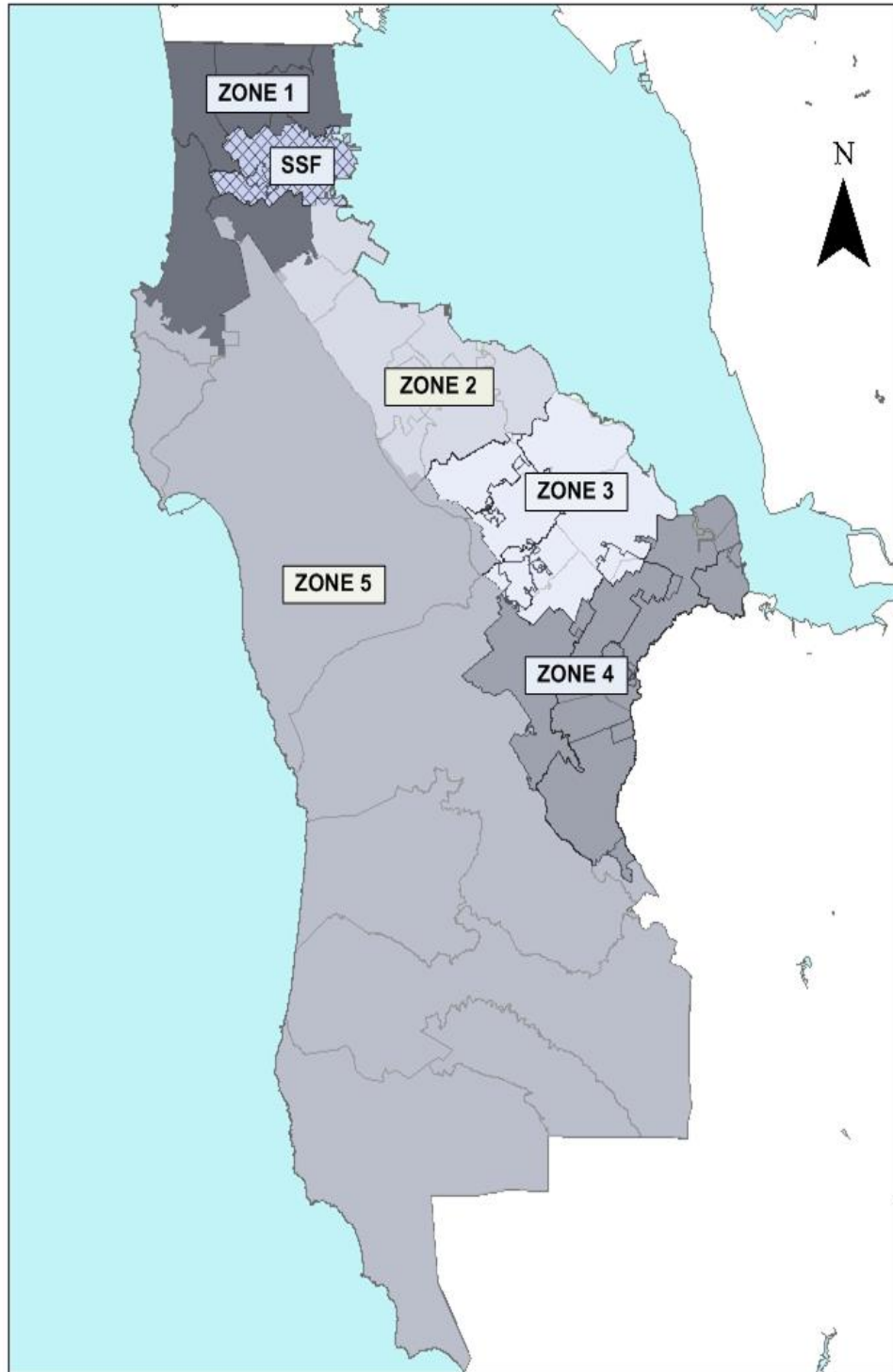
Model A

Urban/Suburban -- Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	8:59 minutes	Not Applicable
Priority 3	19:59 minutes	Not Applicable
Rural -- Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	19:59 minutes	Not Applicable
Priority 3	44:59 minutes	Not Applicable
Remote -- Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	29:59 minutes	Not Applicable
Priority 3	59:59 minutes	Not Applicable

Model B

Urban/Suburban -- Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	12:59 minutes	6:59 minutes
Priority 3	22:59 minutes	14:59 minutes
Rural -- Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	19:59 minutes	11:59 minutes
Priority 3	59:59 minutes	24:59 minutes
Remote -- Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	29:59 minutes	21:59 minutes
Priority 3	59:59 minutes	29:59 minutes

Attachment D: San Mateo County Response Zone Map



Five Response Time Compliance Zones

The five response time compliance zones are described as follows:

- Zone 1: Pacifica North, Pacifica south to Devil's Slide, Brisbane, Daly City, San Bruno, Colma.
- Zone 2: San Francisco International Airport, Burlingame, Millbrae, Hillsborough, San Mateo, Foster City, San Mateo Bridge.
- Zone 3: Belmont, San Carlos, Redwood Shores, Redwood City.
- Zone 4: Atherton, Menlo Park, East Palo Alto, Dumbarton Bridge (southern border is Santa Clara County line), Woodside, Portola Valley, Los Trancos (southern border is Santa Cruz, Santa Clara line).
- Zone 5: Coastside. Includes south of Zone 1 and west of 280 down to Woodside (southern border is Santa Cruz County line).

Response Type Areas

a. Urban/suburban

- The incorporated and unincorporated portions within and adjacent to Daly City, Brisbane, Pacifica, Colma, San Bruno, Millbrae, Burlingame, San Mateo, Hillsborough, Foster City, Belmont, San Carlos, Redwood City, Atherton, Menlo Park, East Palo Alto, Woodside, Portola Valley, Half Moon Bay, and Montara
- All areas along or east of Interstate 280, including Canada Road and Edgewood Road west of 280
- Specific roads included in the urban/suburban area are: Tripp Road, Canada Road, Alpine Road east of Hwy 35 and Los Trancos Road
- Areas along Highway 1 from Half Moon Bay north to Second Avenue Point Montara and South to Purisima Creek
- Areas along Highway 1 north of Devil's Slide
- Areas along Highway 92 east of Highway 1 to Ox Mountain
- San Francisco International Airport

b. Rural

- Areas not included in Urban/Suburban above, but which are accessible by any of the following roads:
 - Skyline Boulevard (Highway 35)
 - Highway 92 (between Interstate 280 and Ox Mountain)
 - La Honda Road (Highway 84) between Woodside Road and the town of La Honda, and Highway 1 to Bear Gulch Road
 - Highway 1 between Devil's Slide and Second Avenue Point Montara, Purisima Creek Road and Pescadero
 - Kings Mountain Road
 - Bear Gulch Road east from Highway 35
 - Old La Honda Road
 - Higgins Purisima Road
 - Purisima Creek Road
 - Lobitos Creek Cutoff
 - Tunitas Creek to Lobitos Creek Road
 - Stage Road from Highway 1 to Highway 84

c. Remote

- Areas not included in Urban/Suburban or Rural above, but which are accessible by any of the following roads:

- Highway 1 south of Pescadero Road
- Pescadero Road and all areas south of Pescadero Road
- Highway 84 from Bear Gulch Road to La Honda
- Bear Gulch Road east from Highway 84 and west from Highway 35
- Pomponio Road
- Stage Road
- Areas along and south of Alpine Road from Pescadero Road to County Line
- Lobitos Creek Road
- Tunitas Creek east from Lobitos Creek Cutoff
- Swett Road
- Starr Hill Road

Attachment E: Financial Penalties

Penalty for failure to meet response time standard

The Contractor shall pay the County \$35 per minute for each response that exceeds the response time standard, including mutual aid response if not during a declared disaster or multi-casualty incident.

Penalty for failure to meet response time compliance area time standard

For each calendar month, contractor is required to maintain at least 90% response time compliance throughout the exclusive provider area. In order to encourage contractor to maintain response time compliance in excess of this requirement, Contractor shall also pay the additional penalties set forth below if it fails to achieve 93% compliance in each response zone. These additional penalties will be based upon the response time compliance with each zone as follows:

- 92-92.9% = 25% of the total penalty dollars assessed within that zone
- 91-91.9% = 35% of the total penalty dollars assessed within that zone
- 90-90.9% = 50% of the total penalty dollars assessed within that zone
- <90% = 100% of the total penalty dollars assessed within that zone

For each calendar month, Contractor shall also pay \$300 for every one-tenth percentage point below 90% compliance in each response zone.

Response time incentive

For each calendar month, County shall forgive all fines within each response time zone in which Contractor has a response time compliance of 93% or higher.

Penalty for BLS response

The Contractor shall pay a fine of \$2,500 for each time the Contractor sends a BLS Ambulance when such incident requires an ambulance response in accordance with EMS Dispatch Protocols.

Penalty for failed response

The Contractor shall pay a fine of \$5,000 for each time the Contractor fails to respond to, or is unable to respond to a call, or fails to refer the call to another agency (i.e. the call receives no response), and such incident requires an ambulance response in accordance with EMS Dispatch Protocols. The call shall be used for the purposes of determining response time compliance area calculations. Each instance of a failed response shall be evaluated by the EMS Agency to determine the threat to the public health and safety and the need to initiate the provisions of a major breach of contract.

Penalty for failure to provide data to determine compliance

Each time an ambulance is dispatched and the crew or (or in Dispatch Option 2) dispatch fails to report and document an on-scene time, the Contractor shall pay a fine of \$250 for each occurrence. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response time compliance area calculations. In order to rectify the failure to report an on-scene time and to avoid the penalty, the Contractor may demonstrate to the satisfaction of the EMS Agency an accurate on-scene time, however, the response would then be subject to response time penalty.

Attachment F: Paramedic Ambulance Equipment List

Medication – Medications should be in preloaded syringes when available	Minimum Quantity	Standard Quantity
Adenosine	30 mg	60 mg
Albuterol 0.83% solution	1 dose	4 doses
Aspirin: children's chewable	1 bottle	2 bottles
Atropine 1.0 mg/5 ml preload	4 mg	6 mg
Benadryl 50 mg/1 ml	100 mg	200 mg
Charcoal Slurry 25 Grams/120 ml	1 dose	2 doses
Calcium Chloride 1 gm/10 ml preload	1 gm	1 gm
Dextrose 50% 25 gm/50 ml preload	50 gm	100 gm
Dopamine premixed vial	400 mg	800 mg
Epinephrine 1:1,000 1 mg/ml ampule	2 mg	4 mg
Epinephrine 1:10,000 1 mg/10 ml preload	4 mg	8 mg
Epinephrine 1:1,000 30 ml vial	1	2
Glucagon 1 mg/vial	1 mg	2 mg
Glucola 10 oz. or Glucose Paste, tube	2	2
Lasix 40 mg	120 mg	160 mg
Lidocaine 100 mg/5 ml preload	400 mg	800 mg
Narcan 2.0 mg/2 ml preload	2.0 mg	8.0 mg
Nitroglycerine 0.4 mg tab or Nitroglycerine metered spray	2.4 mg 2 bottles	3 bottles
Infant Sodium Bicarbonate 5 mEq/10 ml preload	10 mEq	20 mEq
Sodium Bicarbonate 50 mEq/50 ml preload	100 mEq	200 mEq
Morphine Sulfate 10 mg/1 ml ampule w/ tubex carpject	20 mg	50 mg
Versed 2mg / 2cc vial, ampule, or preload	4 mg	8 mg
Medication Labels	10	10
Pelican type portable Medication Box	1	1

IV Fluids	Minimum Quantity	Standard Quantity
Normal Saline 1000 ml	4 each	10
Normal Saline 10 ml vial	4 each	10

Personal Protective Equipment	Minimum Quantity
Gloves: Sterile (sizes 5-8) (each)	2
Clean (pairs unisize)	4
Latex free must be available	
Disposable Bags (Biohazard)	1
HazMat kit	1
Isolation Gown	2
Isolation Mask	2
N95 Masks	4

Patient Assessment and Examination Equipment	Minimum Quantity
Glucometer	1
Stethoscope	1
Portable Blood Pressure Cuff (adult, thigh, pediatric) Disposable or easily cleanable	1
Pulse Oximeter	1
Pediatric Measurement Tape (Broselow)	1
Oral Thermometer	1

Airway Management Equipment	Minimum Quantity
Adult and pediatric laryngoscope Handle batteries (extra)	1
Adult blades, Sizes: Straight	4
	3
Curved	4
	3
Pediatric blades, Sizes: Straight	2
	1
	0
Curved	2
	1

Patient Assessment and Examination Equipment	Minimum Quantity
1	1
ET Tubes (Sizes 5.0 and under are uncuffed)	
Size 2.5 - 5.5 (including 1/2 sizes) (each)	1
6.0 - 8.0 (whole sizes) (2 minimum 8.0)	1
ET Tube hold down devices (tube tamers)	1
Esophageal Intubation Detection Device (EDD)	1
Esophageal Tracheal Airway Device (ETAD)/ Combitube Small Adult	1
Continuous positive airway pressure (CPAP) equipment	1 machine 2 administrations kits
Lidocaine Jelly	1
Cetacaine Spray	1
Neosyneprine	1
End Tidal CO ₂ Monitors	2
Transtracheal Jet Insufflator	1
Adult and pediatric stylets	1
CPAP device	1
IPPB Tubing with Mouthpiece	1
IPPB Tubing with Facemask	1
Magill Forceps:	
Adult	1
Pediatric	1
Cricothyrotomy Kit	1
Pleural Decompression Kit	1
Soluble Lubricant (packets)	2
Suction Catheters: Sizes:	
16	2
14	2
10	1
8	1
Tonsil Tip	1
Suction Tubing (spare)	1
Portable suction (battery powered) (Note: squeeze syringes do not satisfy this requirement)	1
V-Vac portable suction	1
Nasal Pharyngeal Airways: Sizes:	
34	1
32	1
30	1
28	1
Oral Pharyngeal Airways	

Patient Assessment and Examination Equipment	Minimum Quantity
Sizes: 0-6 (each) (or equivalent metric sizes)	1
Oxygen Nasal Cannula: Adult	2
Oxygen Mask Non-rebreather Adult	2
Oxygen Mask-Child	1
Oxygen Mask-Infant	1
Bag-Valve-Mask with reservoir: Adult	1
Pediatric	1
Infant	1
Portable Oxygen with Regulator Must be able to connect to jet insufflator. Oxygen supply must be sufficient to provide a patient with not less than 10 L/min for 20 minutes	1
Oxygen Gaskets for portable	1
O ₂ Wrench	1

Cardiac Monitoring Equipment	Minimum Quantity
Portable Cardiac Monitor capable of defibrillation, cardioversion, external pacing, 12-lead EKG, transfer of 12-lead EKG to receiving facility, non-invasive bloodpressure monitoring, pulse oximetry and endtidal CO ₂ monitoring	1
EKG paper (rolls)	1
Electrodes: 3 per set	3 sets
Pediatric Electrodes: 3 per set	1 set
Portable Defibrillator	1
Adult Paddles (pads acceptable for hands-free defibrillation)	1 set
Pediatric Paddles (pads acceptable for hands-free defibrillation)	1 set
Conductive Gel or conductive pad sets	1 container 6 sets
Patient Cables	1

Communication Equipment	Minimum Quantity
Cellular Telephone	1
Mobile Two-Way EMS Radio Installed In Vehicle	1
Portable Two-Way EMS Radio	1

Communication Equipment	Minimum Quantity
Mobile Two-Way Fire Radio Installed In Vehicle	1

Bandaging and Splinting Equipment	Minimum Quantity
Sterile Bandage Compresses Or Equivalent	12
Petroleum Gauze Pads	2
Gauze Pads: Minimum size 3"x 3"	12
Universal Dressings: 10" x 30" or Larger	1
Triangular Bandages - 40"	2
Roller Bandages	6
Bandage Shears	1
Extremity Traction Splint (model optional)	1
Cervical Collar (Stiff) (sizes to fit all patients > 1 year old)	1 each size
Rigid Splints	2
Cardboard Splint Arm	1
Cardboard Splint Leg	1
Spinal Immobilization Device W/Straps	1
Head Immobilizer	1
Sterile Burn Pack	2
Tape:	
1/2" roll	1
1" roll	1
2" roll	1
Arm Boards: Short	1
Long	1
Hot Packs	1
Cold Packs	1
Restraints (set)	1
KED type device	1
Irrigation Solution:	
Sterile saline: 500ml	1
Sterile water: 500ml	1
OB Kit: (To include gloves, umbilical cord clamp or tape, dressings, towels, bulb syringe, and clean plastic bags)	1
Pediatric immobilization device	1

IV, Saline Lock, and Blood Drawing Equipment	Minimum Quantity
Infusion Sets:	
Micro drip set	2
Standard set (Macro)	4

IV, Saline Lock, and Blood Drawing Equipment		Minimum Quantity
	Blood set with pump	2
	3 way add-a-flow	4
IV Cannulas:	sizes: 22 gauge	4
	20 gauge	4
	18 gauge	4
	16 gauge	4
	14 gauge	4
Scalp Vein Needles:	sizes: 25 gauge	2
	23 gauge	2
	21 gauge	2
	19 gauge	2
Saline Locks		6
Syringes:	60ml Cath Tip	1
	35ml	2
	10ml	2
	3ml	2
	TB	4
Needles for Injection:	25 gauge: 5/8"	2
	18 gauge: 1"	2
EZIO Drill and needles Adult and pediatric		2
Prep Razor		1
Alcohol Wipes (box)		1
Betadine Wipes (packets)		6
Tourniquets (IV)		3
Pressure Infuser for 1,000ml IV bags		2
Needle Coffin		1

Miscellaneous Items		Minimum Quantity
Standard Pelican type Medication Box		1
Standard Trauma Bag or Box		1
Triage Tags (Calif. Fire Chief's Association Tag)		10
Potable water		1 gallon
Polaroid-type Camera (capable of instant color prints)		1
ICS Vests:	Medical Group Leader	1
	Triage Officer	1
	Treatment Officer	1
	Transport Officer	1

Other ambulance equipment and safety equipment as required by the California Highway Patrol and in provider's contract with County.

Note: Latex free equipment and supplies must be used when available

Attachment G: Current Contractor's Wage Scales for Paramedics and EMTs
Paramedics:

1/1/07 WAGE SCALE

D

STEP (additional 4%)	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 17.13	\$ 19.55	\$ 22.34	\$ 21.37
2	\$ 17.74	\$ 20.23	\$ 23.12	\$ 22.08
3	\$ 18.33	\$ 20.92	\$ 23.91	\$ 22.87
4	\$ 19.00	\$ 21.67	\$ 24.77	\$ 23.67
5	\$ 19.67	\$ 22.40	\$ 25.61	\$ 24.49
6	\$ 20.34	\$ 23.20	\$ 26.52	\$ 25.34
7	\$ 21.07	\$ 24.01	\$ 27.43	\$ 26.24
8	\$ 21.79	\$ 24.86	\$ 28.41	\$ 27.15
9	\$ 22.56	\$ 25.72	\$ 29.40	\$ 28.13
10	\$ 23.34	\$ 26.62	\$ 30.42	\$ 29.08
11	\$ 24.28	\$ 27.68	\$ 31.64	\$ 30.25
12	\$ 25.12	\$ 28.65	\$ 32.73	\$ 31.29

1/1/08 WAGE SCALE

F

STEP (additional 3.5%)	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 17.73	\$ 20.23	\$ 23.12	\$ 22.11
2	\$ 18.36	\$ 20.92	\$ 23.93	\$ 22.85
3	\$ 18.97	\$ 21.65	\$ 24.74	\$ 23.67
4	\$ 19.66	\$ 22.43	\$ 25.63	\$ 24.50
5	\$ 20.34	\$ 23.18	\$ 26.51	\$ 25.34
6	\$ 21.07	\$ 24.01	\$ 27.45	\$ 26.22
7	\$ 21.80	\$ 24.85	\$ 28.39	\$ 27.16
8	\$ 22.55	\$ 25.73	\$ 29.40	\$ 28.10
9	\$ 23.35	\$ 26.62	\$ 30.41	\$ 29.11
10	\$ 24.15	\$ 27.55	\$ 31.48	\$ 30.09
11	\$ 25.13	\$ 28.65	\$ 32.74	\$ 31.30
12	\$ 25.99	\$ 29.65	\$ 33.87	\$ 32.40
13	\$ 26.89	\$ 30.68	\$ 35.05	\$ 33.53

7/1/07 WAGE SCALE

E

STEP	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 17.13	\$ 19.55	\$ 22.34	\$ 21.37
2	\$ 17.74	\$ 20.23	\$ 23.12	\$ 22.08
3	\$ 18.33	\$ 20.92	\$ 23.91	\$ 22.87
4	\$ 19.00	\$ 21.67	\$ 24.77	\$ 23.67
5	\$ 19.67	\$ 22.40	\$ 25.61	\$ 24.49
6	\$ 20.34	\$ 23.20	\$ 26.52	\$ 25.34
7	\$ 21.07	\$ 24.01	\$ 27.43	\$ 26.24
8	\$ 21.79	\$ 24.86	\$ 28.41	\$ 27.15
9	\$ 22.56	\$ 25.72	\$ 29.40	\$ 28.13
10	\$ 23.34	\$ 26.62	\$ 30.42	\$ 29.08
11	\$ 24.28	\$ 27.68	\$ 31.64	\$ 30.25
12	\$ 25.12	\$ 28.65	\$ 32.73	\$ 31.29
13	\$ 25.99	\$ 29.65	\$ 33.87	\$ 32.38

1/1/09 WAGE SCALE

G

STEP (additional 2%)	24 HOUR	12/48 HOUR	12/42* HOUR	9.5 HOUR
1	\$ 18.08	\$ 20.63	\$ 23.58	\$ 22.55
2	\$ 18.72	\$ 21.33	\$ 24.40	\$ 23.30
3	\$ 19.34	\$ 22.08	\$ 25.23	\$ 24.14
4	\$ 20.05	\$ 22.87	\$ 26.14	\$ 24.99
5	\$ 20.74	\$ 23.64	\$ 27.04	\$ 25.85
6	\$ 21.49	\$ 24.49	\$ 27.99	\$ 26.74
7	\$ 22.23	\$ 25.34	\$ 28.95	\$ 27.70
8	\$ 23.00	\$ 26.24	\$ 29.98	\$ 28.66
9	\$ 23.81	\$ 27.15	\$ 31.01	\$ 29.69
10	\$ 24.63	\$ 28.10	\$ 32.10	\$ 30.69
11	\$ 25.63	\$ 29.22	\$ 33.39	\$ 31.92
12	\$ 26.50	\$ 30.24	\$ 34.54	\$ 33.04
13	\$ 27.42	\$ 31.29	\$ 35.75	\$ 34.20

EMT:

The following wage scales are effective at the beginning of the first pay period following July 1, 2007 (7/1/07).

Shift Type	Step 1 0-1yr	Step 2 1-2yrs	Step 3 2-3yrs	Step 4 3-4yrs	Step 5 4-5yrs	Step 6 5-7yrs	Step 7 7-9yrs	Step 8 9-10yrs	Step 9 10+
24/72	\$11.28	\$11.90	\$12.45	\$13.56	\$14.20	\$14.76	\$15.23	\$15.66	\$16.15
24/56	\$11.28	\$11.90	\$12.45	\$13.56	\$14.20	\$14.76	\$15.23	\$15.66	\$16.15
24/48									
12/48	\$15.27	\$15.94	\$16.72	\$18.04	\$18.76	\$19.46	\$20.04	\$20.64	\$21.26
12/42	\$15.27	\$15.94	\$16.72	\$18.04	\$18.76	\$19.46	\$20.04	\$20.64	\$21.26
12/42 midnight	\$20.56	\$21.47	\$22.52	\$24.32	\$25.26	\$26.18	\$26.97	\$27.79	\$28.62
10/50	\$14.44	\$15.07	\$15.83	\$17.07	\$17.72	\$18.42	\$18.96	\$19.52	\$20.12
9/45	\$16.72	\$17.46	\$18.30	\$19.77	\$20.52	\$21.32	\$21.92	\$22.60	\$23.26
***9.5/47.5	\$15.47	\$16.17	\$16.98	\$18.33	\$19.04	\$19.73	\$20.34	\$20.95	\$21.58
8/40	\$15.70	\$16.38	\$17.15	\$18.44	\$19.29	\$20.21	\$20.79	\$21.41	\$22.05

Attachment H: Current Contractor's EMT Benefits

Pursuant to the plan document, for all eligible employees, each one dollar (\$1.00) that the employee has elected to have the Employer reduce from their compensation and contribute to the 401(k) plan, the Employer will make a matching contribution of one dollar (\$1.00) up to a maximum Employer matching contribution of five (5%) percent of the employee's gross wages.

14.7 Unemployment Insurance

Unemployment insurance is a coordinated federal/state program designed to provide economic security during temporary periods of unemployment for eligible individuals. Jobless benefits of this program are derived from payroll tax entirely paid for by the Employer and based on the employee's earnings.

ARTICLE 15 - COMPENSATION

15.1 Annual Increase

Effective July 1, 2001, or, if a previous local addendum expired prior to July 1, 2001, on the day following the expiration of that addendum wages shall be increased by 6% across the board. Additional adjustments for specific locations or classifications are noted in the wage appendices A through S and are made part of this agreement.

Effective on each subsequent anniversary of this agreement wages shall be adjusted by a percentage equal to the percentage change in the "San Francisco Bay Area CPI for all urban workers" from April of the preceding year to April of the current year. However, such adjustment shall not be less than 4% nor more than 6%. Additional adjustments in subsequent years are noted in appendices A-S.

15.2 Appointment - Wages

New entrants into the bargaining unit may be hired above the entry level step on an exception basis and with the Employer's prior approval. Promotion to a classification with a higher pay scale shall be to the lowest pay step which results in an increase in pay.

15.3 Overtime

A. **Field Employees** - The Employer has established shifts of twenty four (24), twelve (12), ten (10), and nine (9) hours in a number of variations as described in Appendix A. Daily overtime shall not be applicable to any of these shifts or other shifts that may be established by the Employer in excess of eight (8) hours. However, weekly overtime, for hours worked over forty (40) hours in a work week, shall be paid at the rate of time and one half (1.5) the average weekly hourly rate in accordance with federal law.

B. **Clerical, Dispatch, and Support Employees** - Except as otherwise indicated, full-time employees will have a forty (40) hour work week, based on a five (5) day week of eight (8) hours per day. Daily overtime, for hours worked over eight (8) hours in a work day, shall be paid at the rate of time and one half (1.5) the average weekly hourly rate in accordance with federal law.

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The Employer and the Union may mutually agree to implement a ten- (10) hour shift for any or all employees under such conditions as are mutually acceptable.

Overtime hours worked on ten (10) hour shifts shall be paid as follows:

1. Up to ten (10) hours in a day - straight time.
2. Ten (10) to fourteen (14) hours in a day - time and one half.
3. Over fourteen (14) hours a day - double time.

Overtime will be paid according to State law except as otherwise provided in this Agreement. Overtime pay will only be paid for hours worked.

15.4 Filling Open Shift(s)

Except in cases of extreme emergency, when the Employer determines a shift is open, such shift shall first be offered to part-time employees in seniority order who are not scheduled to work, or have not worked, or as a result of this offer will not work over forty hours in the week of the open shift. If the shift remains open after exhausting such part-time employee list, full-time employees shall be offered the open shift in seniority order. If the shift remains open after exhausting such full-time employee list, it shall be offered to part-time employees who have worked, are scheduled to work, or as a result of this offer, will work over forty (40) hours. If the shift remains open after exhausting that list it shall be offered to those employees on the "out of department" list. If the shift cannot be filled from that list, the least senior full-time employee who has not been called back within the last thirty (30) days, or in the event all full-time employees have been called back within that period, the least senior full-time employee who has been called back during such thirty (30) day period must work the open shift.

Overtime as described above may be offered in person, by individual phone call, or by an alpha/numeric "all page". If offered by alpha/numeric page, employees shall be allowed 30 minutes to respond. Then the overtime shall be awarded to the respondents in the order described above.

A mandatory assignment of overtime may not occur more than 48 hours in advance of the need for such overtime. The sole exception to the 48 hours prior mandation limit shall be a natural disaster such as, but not limited to, earthquake or fire.

An Employee who works a mandatory assignment of overtime shall be paid an additional one (1x) times his/her pay in addition to such employee's applicable rate of pay. Mandatory overtime for purposes of the additional overtime premium above shall not include holdover or completion of a call.

If the procedure described in this section results in a "hold-over", an employee will not be required to hold-over for more than two and one half (2 1/2) hours without such employee's agreement in accordance with Section 10.10 above.

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3.9 Jury Service

An employee who is called to jury duty will receive pay as time worked for any regularly scheduled shift they are required to miss, up to a maximum of two (2) weeks. To receive this pay, the employee must provide proof of the hours served.

An employee who is retained by the Court in excess of four (4) hours need not return to work for the remainder of that regularly scheduled shift.

Employees will be granted additional time off, without pay, for any further time required to serve obligatory jury duty.

Employees who receive a jury duty notice shall notify the scheduling department or their designee within forty-eight (48) hours of receipt of the notice. This will allow the appropriate party to anticipate and arrange for relief in the case of absence, should that become necessary. Employees must call the scheduling department or their designee daily to report their jury duty status and when they anticipate returning to work.

13.10 Subpoena/Witness Service

A full-time employee who is subpoenaed by a court of law will receive pay as time worked for any regularly scheduled shift(s) they are required to miss, up to a maximum of one (1) week, provided:

1. The testimony given is relative to an event arising out of an incident occurring as part of the employee's duties with the Company.
2. The cause of action is not a civil nature for which the employee may apply for witness fees.

As a condition of payment, the employee must report back to work for the remainder of their scheduled shift immediately after being released by the Court and must provide proof of hours served.

13.11 Bereavement

In the event of death in an employee's immediate family (defined as the employee's spouse, child, including still birth, stepchild, parent, step-parent, mother-in-law, father-in-law, sister, brother, step-sister, stepbrother, aunt, uncle, grandparent, grandchild, brother-in-law, sister-in-law or significant other) bereavement leave will be paid provided the employee has successfully completed his/her probationary period. Eligible employees will be paid for up to one half of the shifts that he/she is regularly scheduled to work in a two-week period, excluding overtime shifts. At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within two (2) weeks following the death. In addition, any employee who is notified of a death in the immediate family while on duty, will be relieved upon notification of the supervisor, for the remainder of his/her shift with pay. All bereavement leave pay will be paid as time worked.

If an employee is on vacation and a death occurs in the immediate family, the employee may request to convert the vacation to Bereavement Leave. In no event shall the employee receive any pay greater than would have been paid had the leave been taken immediately (as described above).

In order to prove relationship to a significant other, the employee must submit to the Director, Human Resources, a letter containing the names and signatures of both the employee and the significant other. This must have been done at least sixty (60) days prior to the date of death. This letter shall remain sealed until opened by the employee or with the employee's consent. An employee may have only one (1) significant other or spouse identified at any time.

Bereavement pay will only be granted when an employee submits evidence satisfactory to the Employer of the date of death and the relationship of the deceased to the employee.

Time off without pay may be granted in cases of bereavement for individuals not included in the definition of the immediate family, or for probationary employees, provided advance notice has been made to the Employer and operating conditions permit such an absence at the sole discretion of the Employer.

ARTICLE 14 Employee Benefits

14.1 Insurance Benefits

The Employer will provide insurance benefit coverage in accordance with the Benefit Plan document. The Employer retains the right to change, alter and/or replace its coverage, terms or provisions, as it deems necessary. The Employer agrees that there will be no reduction in the level of benefits provided, except for those reductions in benefit levels voluntarily chosen by employees pursuant to a cafeteria-style benefit plan. Any and all disputes arising over payment of services provided pursuant to the provisions of the plan shall be subject to the grievance and arbitration process but shall be settled pursuant to the provisions of the benefit Plan document.

14.2 Cafeteria-Style Benefit Plan -

- A. On the effective date of this Agreement, for all eligible full-time employees with three (3) or more years of continuous service, the Employer agrees to pay an amount equal to 100% of the health plan premium for group medical insurance protection provided by the lowest cost Employer provided medical plan in the employee's area of residence. Employees, who elect to be covered by another health insurance plan provided in their area of residence, will be responsible for the difference of the premium between the lowest cost plan and their selected plan.
- B. For eligible, full-time employees with less than three (3) years of continuous service on the effective date of this Agreement, the Employer will pay 75% of the health premium for group medical insurance protection of any Employer cafeteria participating plans until such employee(s) reach three (3) continuous years of service at which time such employee(s) will be eligible for the plan provided in "A" above.

Employees, who elect to be covered by another health insurance plan provided in their area of residence, will be responsible for the difference of the premium between the lowest cost plan and their selected plan.

C. The Employer will offer an HMO plan, currently through Kaiser as well as the Taft-Hartley \$5 HMO, \$10 HMO plan and the PPO 90/70 Plan as proposed to the Employer from the Medical and Dental Trust Association, as an option for employees to select for medical coverage. The Employer will be responsible for the premium portion in accordance with "A" and "B" above. The Employer will absorb up to the first 15% of any annual premium increase with the employee being liable for one-half (1/2) of any amount of increase in excess of such 15%, in addition to any contributions outlined in above sections "A" and "B".

The Employer will offer an 80/20 dental PPO (\$1,500) plan and a dental HMO plan. The Employer agrees to pay 75% of the Dental plan premium regardless of the tier level of coverage chosen by the employee. The Employer will absorb up to the first 10% of any annual premium increase for the Dental plans, with the employee being liable for any amount of increase in excess of such 10%.

The Employer will offer the vision plan as proposed by the Medical and Dental Trust Association, currently through VSP. The Employer agrees to pay 50% of the premium of this plan regardless of the tier level of coverage chosen by the employee. The Employer will absorb up to the first 10% of any annual premium increase with the employee being liable for any amount of increase in excess of such 10%.

D. The Employer offers within the "cafeteria-style" benefit plan both "core" and "optional" benefits. Core benefits include LTD, Travel Insurance, EAP, Life and Accidental Death and Dismemberment Insurance. All full-time eligible employees will receive the "core" benefits at no cost. All full-time eligible employees will be able to select those "optional" benefits, which each employee believes is most applicable to their individual situation. In each case of the "optional" benefits all full-time eligible employees are responsible for some or all of the additional premium costs. One of the "optional" benefits available to eligible full-time employees will be a short term disability (STD) plan whose premium costs will be the responsibility of any employee(s) who choose it as an "option".

The Employer agrees to offer this "cafeteria-style" benefit plan with the costs being on a pre-tax basis where allowable.

The domestic partner benefit coverage will be offered to employees who work in a geographical area where local laws require this benefit.

E. The Employer will offer to eligible full-time employees, a "core" benefit of life and accidental death and dismemberment insurance in the amount of two (2) times an eligible employee's annual salary. Employees have the option to purchase additional supplemental life and/or accidental death and dismemberment insurance coverage for them and/or their spouse and dependent children through payroll deduction.

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F. A full-time benefit eligible employee who chooses to "opt-out" of all medical, dental, vision, voluntary STD, supplemental life, and supplemental AD&D insurance is eligible to receive an "in lieu" amount of one hundred thirty dollars (\$130.00) per month. The "in lieu" amount will be increased each year of the contract by the 12-month average of the San Francisco Bay Area CPI-U, May 1 through April 30. Proof of other medical coverage will be required to receive this benefit.

G. The Employer offers to all benefit eligible full-time employees who are participating in any one (1) of the following benefit plan(s), (medical, dental, vision, supplemental life, supplemental AD&D or voluntary STD) will receive forty dollars (\$40) per month as a "flex-pay" benefit. The "flex-pay" amount will be increased each year of the contract by the 12-month average of the San Francisco Bay Area CPI-U, May 1 through April 30.

14.3 Workers' Compensation

Premiums for workers' compensation insurance are paid in full by the Employer. Employees who are injured in a job-related situation or illness must immediately notify their Supervisor.

14.4 Employee Assistance Program (EAP)

The Employer recognizes that early recognition, intervention and treatment are important for successful rehabilitation and for reduced work, personal and family disruption. All employees who are eligible for benefits will be eligible for participation in the Employee Assistance Program as part of the "core" benefits of the cafeteria-style benefit program. Employees who are not eligible for the benefit plans provided in this Article 14 will still be eligible for the basic Employee Assistance Program which provides for an initial assessment and up to five (5) free visits. An employee who voluntarily participates in the EAP provided by the Employer with the express purpose of correcting a personal incapacitating habit may do so without jeopardizing their continued employment with the Employer, provided they stop an involvement with illegal activity and do not jeopardize any of their required licenses. In disciplinary actions for other violations; provided however, that an employee's voluntary participation in the EAP shall not in itself be considered as evidence or admission of a violation. The Employer shall maintain the confidentiality, on a need to know basis, of all employees participating in EAP programs.

The Employer reserves the right, in addition to any corrective action and with reasonable cause, to refer an employee to the EAP for assessment and treatment.

14.5 Credit Union

The Employer shall make available a credit union for the term of this Agreement.

14.6 401(K) Plan

All newly hired employees as of the effective date of this Agreement are eligible for participation in the first enrollment after they have been employed for an uninterrupted period of one (1) year during which they have worked at least 1000 hours.

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Attachment I: Current Contractor's Paramedic Benefits

Section 4.26 California Domestic and School Activities Leave

Employees shall be granted leave to seek medical attention for injuries caused by domestic violence or sexual assault, to obtain psychological counseling related to an experience of domestic violence or sexual assault, or to participate in safety planning and take other action to increase safety from future domestic violence or sexual assault. Employees shall also be granted leave if they are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child. Such leave shall be subject to all applicable requirements of the California Labor Code. Leave taken pursuant to this section is limited to 12 weeks per year.

Employees having custody of one (1) or more children in kindergarten or grades 1 to 12 may take time off for a school activity or attending a licensed day care facility. Such leave shall be subject to all applicable requirements of the California Labor Code. The time off for such activities cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year.

Section 4.27 Credit For Time Served With A Previous Provider

Employees of companies purchased by or merged with AMR shall receive credit for time served with the purchased or merged company towards any qualification period for benefits in Article 4.

Section 4.28 Emergency Aid Bank

- A. Employees may receive pay in lieu of annual leave to aid a fellow employee (recipient) who experiences a grave emergency and needs financial assistance.
- B. In emergency situations, the employee who requests pay in lieu of annual leave will not be subject to the same request provisions outlined in Article 4.16. Requests must be submitted to the Payroll Department at least ten (10) days prior to the following payday.
- C. The employee may receive a maximum of 250 annual leave credits in pay of one hour increments paid at employee's base straight time regularly scheduled hourly rate. Employee must retain 40 hours of earned leave credits in order to ensure a reserve of unplanned sick leave or personal emergencies.

ARTICLE 4

BENEFITS

Section 4.01 Medical and Dental Insurance

The Employer agrees to provide regular full time employees covered by this collective bargaining agreement a sponsored medical and dental benefit plan. Employees become eligible to participate in the benefit plans on the first day of the month following ninety (90) calendar days of employment.

A. Medical Insurance

1. Effective July 1, 2006, medical coverage shall be provided as described in either the AMR Anthem Consumer PPO Deductible plan or the Kaiser Consumer deductible plan.
2. Effective July 1, 2006, prescription drug coverage shall be provided as described in either the AMR Anthem Consumer PPO plan or the Kaiser Consumer deductible plan.
3. For all employees hired after ratification of this Agreement, the Employer shall pay seventy-five (75%) percent of the Medical insurance premium for the "employee only" and seventy-five (75%) percent for any dependant coverage.
4. For current employees upon ratification of this agreement effective July 1, 2006, the Employer shall pay ninety (90%) percent of the medical insurance premium for "employee only" contribution and eighty-five (85%) percent of any dependant coverage.
5. For current employees upon ratification of this agreement effective January 1, 2009, the Employer shall pay ninety (90%) percent of the medical insurance premium for "employee only" contribution and eighty (80%) percent of any dependant coverage.
6. All compensation provided to current employees under the Flex or Opt Out pay provisions shall end on October 1, 2006.

B. Dental Insurance

1. Dental insurance coverage shall be provided as described in the AMR Dental plan summary.
2. Employees may voluntarily participate in the AMR Dental plan "buy-up" program.
3. The Employer shall pay seventy-five (75%) percent of the premium for the dental insurance described in the AMR Dental plan summary.

4. Employees electing to participate in the AMR Dental plan "buy-up" program shall pay 100% of the additional cost (above the Employer's seventy-five (75%) percent contribution for the AMR Dental plan) associated with the buy-up program.

Any required employee contributions are to be pre-tax deductions as provided for under the Internal Revenue Code.

Section 4.02 Group Term Life, Accidental Death and Dismemberment, Supplemental Life & Supplemental Accidental Death and Dismemberment

- A. The Employer will offer a basic group term life insurance and accidental death and dismemberment plan for all full-time eligible employees through a life insurance company of the Employer's choosing.
- B. The benefit which shall be provided under these plans shall equal two (2) times the employee's annual compensation. These plans shall be paid 100% by the Employer.
- C. The Employer will offer a voluntary supplemental life and accidental death and dismemberment insurance plan through a life insurance company of the Employer's choosing. This supplemental plan will allow the full-time eligible employee to purchase additional life insurance coverage.

The employee will bear the entire cost of the supplemental life and accidental death and dismemberment insurance plan, the premiums, which are established by the carrier. The employee's premiums for this coverage will be paid through payroll deduction, 26 times per year.

Section 4.03 Supplemental Workers Compensation Disability Insurance/Accident and Sickness Insurance

- A. Work Related Illness or Injury

The Employer will provide and Employer Supplemental Workers Compensation Disability Plan for employee unable to work because of short-term, work-related disabilities. Complete plan provisions and terms will be included in the Employer Supplemental Workers Compensation Disability Plan Description and Schedule of Benefits.

B. Short Term Disability Insurance (Non-Work Related)

Employees may purchase individual short term disability insurance on a voluntary individual basis. The entire cost of such individual short term disability insurance shall be borne by the employee. The Employer agrees to implement a voluntary payroll deduction for the payment of premiums associated with individual short-term disability insurance plans when requested by employees.

Section 4.04 Long Term Disability Insurance

- A. The Employer shall provide each full-time employee with a long-term disability insurance policy. The premium for this policy shall be paid by the Employer.
- B. Pre-disability earnings shall be defined as compensation paid to the employee at the time of disability, including regular paid base salary plus any overtime, shift differentials, and any employee contributions to deferred compensation plans or cafeteria benefit plans.
- C. Any earnings from a per-disability private, individual, non-cancelable, renewable LTD Policy which does not coordinate benefits and which the employee may have purchased, shall not be used to offset under the Employer's LTD Policy.
- D. Benefits shall be paid between 60% and 70% of pre-disability earnings up to a maximum of \$10,000.00 per month.
- E. The post disability elimination period shall be ninety (90) consecutive days from the date of disability with benefits being payable through age sixty-five (65).

Section 4.05 Vision Plan

All full-time eligible employees will be allowed the option to participate in the vision plan. The Employer and the employee shall share the premium cost on a 50%/50% basis of the employee and/or dependent premium coverage

Section 4.06 AMR 401(k) Plan

- A. All full-time eligible-employees covered under this agreement, are eligible for participation in the American Medical Response 401(k) plan, after they have been employed for an uninterrupted period of six (6) months, during which they have worked at least 1000 hours.

- B. All part-time employees covered under this Agreement are eligible for participation in the American Medical Response 401(k) plan upon the earlier of (1) completing 1,000 hours of service during their initial six (6) months of employment or (2) completing a "Year of Service for Participation." In order to complete a Year of Service Participation, the employee must work at least 1,000 for American Medical Response during a twelve-month period. The twelve-month period begins on the employees first day of work, and, if necessary for the computation of eligibility, the beginning of each Plan Year thereafter.
- C. Pursuant to the plan document, for all eligible employees, each one dollar (\$1.00) that the employee has elected to have the Employer reduce from their compensation and contribute to the 401(k) plan, the Employer will make a matching contribution of one dollar (\$1.00) up to a maximum Employer matching contribution of five (5%) percent of the employee's gross wages.
- D. All newly hired employees as of the effective date of this Agreement are eligible for participation in the first enrollment after they have been employed for an uninterrupted period of one (1) year during which they have worked at least 1000 hours.
- E. The Employer will select the administrator of the plan and will provide immediate vesting and unlimited portability within IRS and ERISA guidelines.
- F. If any portion of this plan fails to meet IRS guidelines, the Employer will have no option but to modify the plan.

**Section 4.07 Employee Assistance Program (EAP) and
Critical Incident Stress Debriefing (CISD)**

Employee Assistance Program - The Employer will offer at no expense to all employees and their dependents an employee assistance program (EAP). The EAP program will assist in referring participants through to their Health Insurance coverage, in the event the EAP benefit needs to be extended beyond the guidelines outlined in the program.

Critical Incident and Stress Debriefing – The Employer will continue to provide Critical Incident Stress management to all employees through the AMR Critical Incident and Stress Counseling program.

Section 4.08 IRS & Section 125 Flexible Spending Accounts

- A. The Employer will allow employees to defer up to \$5,000 per calendar year on a pre-tax basis per IRS & Section 125 guidelines for the purpose of paying for dependent care costs for qualified dependents.

- B. The dependent care provider will be at the discretion of the employee; however, the employee must receive and present the third party Administrator with receipts for dependent care services and the tax identification number of the provider.
- C. The Employer will allow employees to defer up to \$4,000 per calendar year on a pre-tax basis per IRS & Section 125 guidelines for qualified health related expenses not otherwise covered under any health plan (i.e., medical, dental, vision). The employee must receive and present the third party Administrator with receipts for medical care. The Employer shall pay the administrative cost for this plan, excluding the elective fee to coordinate payments with the other health insurance plans.

In order to off set the cost of out of pocket co-pays and deductibles the Employer shall establish funded flexible spending accounts for each employee enrolled in the Company's medical health insurance plan in the amounts listed below.

<u>DATE</u>	<u>AMOUNT</u>
January 1, 2007	\$500
January 1, 2008	\$500
January 1, 2009	\$500

Section 4.09 Holidays Observed

1. Thanksgiving Day
2. Christmas Day
3. New Years Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. President's Day
8. Veterans Day
9. Martin Luther King Day

Section 4.10 Holiday Pay

- A. Each full-time employee working on a holiday shall receive holiday pay based on the following:
- If a full-time employee is regularly scheduled to work a 9.5-hour shift, they shall be paid 9.5 hours at the applicable 9.5-hour rate of pay.
 - If a full-time employee is regularly scheduled to work a 12-hour shift, they shall be paid 12 hours at the applicable 12-hour rate of pay.
 - If a full-time employee is regularly scheduled to work a 24-hour shift, they shall be paid 24 hours at the applicable 24-hour rate of pay.
- B. A full-time employee working a holiday shall receive his/her appropriate rate of pay for all hours worked on the holiday in addition to the holiday pay referred to in subsection (A) above. The duration of a holiday shall be from midnight to midnight, an employee shall be deemed to have worked the holiday only if their shift began during this duration.
- C. A part-time employee working on a holiday shall receive a .5 premium for all hours worked on the holiday. The duration of a holiday shall be from midnight to midnight, and employee shall be deemed to have worked the holiday only if their shift began during this duration.
- D. A full-time employee not working on a holiday shall be paid based on the following:
- If a full-time employee is currently assigned to work a 9.5-hour shift, they shall be paid 9.5 hours at the applicable 9.5-hour rate for that day.
 - If a full-time employee is currently assigned to work a 12 or 24-hour shift they shall be paid 12 hours at the applicable 12-hour rate of pay.
- E. In order to qualify for holiday pay the employee must have been in the employ of the Employer for ninety (90) days prior to the holiday. The duration of a holiday shall be from midnight to midnight, an employee shall be deemed to have worked the holiday only if their shift began during this duration. An employee who uses prior-approved time off (i.e., personal day, vacation time, not sick time) for the prior or subsequent shifts shall be deemed eligible for holiday pay.

- F. Employees will be required to provide management with a physician's release form if they call in sick on the day before, the day of or the day following a Company observed holiday. Failure to provide a physician's release form upon their return to work will result in the forfeiture of holiday pay.
- G. Employees who are on a worker's compensation leave, medical leave of absence, or any other LOA are not entitled to holiday pay.

Section 4.11 Annual Leave and Annual Leave Credits

Annual leave is the combined accumulation of sick leave, personal time, and vacation into one account. Holiday pay is addressed in Section 4.10. Annual leave is defined as compensated leave for eligible employees who are absent from work due to illness, injury, bereavement, medical or dental appointments, vacation, union business, personal business or approved extended leave.

Employee begin accumulating annual leave credits from their first month of full-time employment but are not eligible to use any annual leave credits until they have successfully completed six (6) months of full-time employment. Any employee hired, as a result of an acquisition or merger by the Employer will have this provision waived. For the purpose of this article, when an employee changes status from part-time to full-time, their original date of hire shall be applicable.

Annual leave credits will continue to be added to the employee's account while the employee is on an approved paid annual leave, but these additional credits may only be used after the employee returns to work. Annual leave credits are not earned during leave periods granted without pay.

Section 4.12 Annual Leave Hour Credit Accrual Rate

- A. Annual leave is accrued each pay period. Full-time employees accrue 1/26 of their annual hour credit each pay period. The number of hour credits accrued is determined by the employee's length of full-time employment with the Employer according to the chart below.
- B. A maximum of 400-hour credits may be accumulated. Any annual leave credits over the maximum of four hundred (400) hours/credits, will automatically be paid to the employee at the employee's base straight time rate rather than accruing as annual leave credit

C. Employee paid time off/accrual rate for annual leave hour credits.

<u>Accrued Full-Time Employment</u>	<u>Annual Leave Hour Credits by Employee's Regularly Scheduled shift type</u>		
	<u>9.5 Hr</u>	<u>12Hr.</u>	<u>24HR</u>
	1 to 12 Months	114	140
13 to 24 Months	166	196	299
25 to 60 Months	218	252	364
61 or More	271	308	429

- D. For the purpose of utilization of PTO hours each employee's account balance shall be valued (i.e., number of available hours) based upon the regular scheduled shift that the employee is on at the time they utilize their PTO account. Whenever an employee changes shift schedules (i.e., from a 24-hour shift to a 12-hour shift) the employee's PTO account shall be revalued based upon their new accrual.

Section 4.13 Paid Time Off

1. Employees who are absent from duty in excess of seven (7) calendar days because of non-job related injury or illness will automatically have time charged against their accrued annual leave credits (unless otherwise instructed by the employee).
2. Paid time off will be accrued by full-time employees as outlined in the collective bargaining agreement and accumulate as Bank Hours.
3. Bank Hours will be utilized to compensate an employee for all scheduled shifts, or portions of shifts, missed for any reason other than an approved shift trade or a management decision to remove an employee from a shift (i.e., administrative transfer).
4. Banked Hours will be utilized by the employee for all hours missed due to illness, injury, (less than 7 days) personal and family emergencies, or shift giveaways (unless otherwise instructed by the Employee at the time of absence and approved by management).
5. Bank hours paid will be automatically adjusted to include compensation for regular overtime wages so that no loss of income is suffered by the employee.

6. Banked Hours may be cashed in as outlined in Section 4.12 (B) of this Agreement.

Section 4.14(A) Vacation Leave

Vacation scheduling shall be subject to the following procedures:

1. Requests are subject to the availability of Banked Hours. Employees must have sufficient Banked Hours or be able to accrue sufficient hours to cover any requested vacation by the time the vacation is actually used.
2. Requests for vacation leave must be submitted in writing to the scheduler and must be seven (7) calendar days or greater in length.
3. Employee may submit up to three choices for vacation leave. Choices should be submitted in order of preference. Management shall then approve leave based on best available coverage.
4. Requests submitted in January shall be given priority for the following twelve-month period. (February 1 through January 31).
5. Vacation leave shall be granted by seniority at the close of the January filing period.
6. Only one vacation shall be granted per employee per year using seniority for preference. Additional vacation requests shall be granted on a first come, first serve basis, dependent upon staffing levels.
7. A minimum of three (3) requests shall be granted for any calendar week.
8. Additional requests for the same week shall be placed on a waiting list according to employee seniority. These requests shall be granted at the discretion of management.
9. Employees will be notified regarding the status of their request no later than sixty days prior to the start of the vacation. If a request is submitted less than sixty days prior to the anticipated start of the vacation, management will notify the employee as soon as possible.
10. Vacation leave may be canceled by the employee thirty days or more prior to the start of the leave. The employee will be returned to his/her regular shift schedule whenever possible.
11. Vacation requests will be given priority over PTO requests regardless of seniority if submitted for the same day.

Section 4.14(B) Personal Time Off (PTO)

Personal Time Off (PTO) shall be granted subject to the following conditions:

1. PTO is subject to the availability of Banked Hours. All requests for time off for less than seven (7) days shall be defined as PTO.
2. PTO requests may be submitted to the scheduler at any time and will be compiled daily at the close of business. Requests received after the scheduling office is closed will be added to those received the following day.
3. PTO requests received for the same day will be granted by seniority and subject to available coverage.
4. Vacation requests will be given priority over PTO requests regardless of seniority if submitted for the same day.
5. Requests not immediately granted will be placed at the bottom of the existing Vacation/PTO waiting list.
6. Employees will be notified of the status of their request not later than thirty (30) days prior to the shift(s) requested. If a request is received thirty (30) days or less prior to the requested shift(s), management will notify the employee as soon as possible.
7. If management is unable to confirm coverage fifteen (15) days prior to the requested shift(s), the employee requesting PTO shall have the option of securing coverage subject to Section 4.15(C):
8. Employees filing requests fifteen days or less prior to the requested shift(s) shall have the option of securing coverage-subject to the procedures in Section 4.15(C)
9. PTO must be approved by management the decision cannot be grieved.

Section 4.15(C) Employee Initiated Shift Trades/Shift Give-Away/Shift Holdovers

1. A completed shift trade form must be submitted to the Employer at least one (1) hour prior to the start of the shift. A shift trade/give-away or shift overlap shall not cause any additional cost to the Employer.

2. Employees may use PTO for a shift give-away as provided in Section 4.14 or may give away a shift without pay at the employee's option.
3. Trades must be completed within the same pay period. A shift giveaway should be offered to part-time employees first. If no part-time employee accepts the shift, full-time employees may be utilized.
4. A shift trade or shift give-away shall not cause an employee to violate company or county policy regarding length of continuous duty.
5. A shift trade/give-away shall not cause employee to be late for a regular shift.
6. Management may approve a give-away for observed company holidays or the day prior to and immediately following a holiday.
7. A shift trade shall not be used for the purpose of avoiding a shift, station, or partner.
8. Employees on twenty-four (24) hour shifts may trade or give-away their entire shift or a twelve (12) hour portion of the shift at the 24-hour rate of pay.
9. Employee Initiated Shift Holdovers

Employees scheduled to work on a twenty-four- (24) hour shift may arrange for another employee on preceding twenty-four (24) hour shift to "holdover" for up to ninety (90) minutes for business or personal reasons. The employer will allow this practice as long as state or federal law does not impose any additional cost or premium pay above what would have been paid had both employees worked twenty-four (24) hours. Employees who holdover at the request of another employee without following these procedures will cause both employees to be subject to corrective action for failing to follow Employer's rules and regulations.
10. Dispatchers may make arrangements for a meeting of off-going and on-coming employees involved in mid-shift crew exchanges. However, active calls or priority move-ups will not be interrupted for crew exchanges. Crew exchanges during move-ups shall be at the discretion of the Operations Supervisor.
11. Employees may work an unlimited number of approved shift trades. Employees may give away no more than four (4) shifts per month.
12. Responsibility for compliance with the above policies shall rest with both parties involved in the trade or give-away.

Section 4.14(D) Continuing Education (Time Off)

Employees will be granted time off from their regularly scheduled shifts in order to attend ongoing educational courses, seminars, or C.E. under the following conditions:

1. Employees shall submit an official course schedule prior to each semester or class. Management must be notified immediately of any schedule changes.
2. Employees are responsible for securing coverage using shift trades whenever possible.
3. If unable to secure a shift trade, employees will be allowed to provide coverage using a shift giveaway. Shift trades and give-aways shall be subject to the procedures outlined in Section 4.14(C).
4. Employees may request a waiver of attendance policies for educational purposes. Such requests shall not be unreasonably denied.
5. Employees listed on the company overtime availability list shall not be used for employee-initiated coverage without prior approval from management.

Section 4.15 Pay-In-Lieu- of Annual Leave

Employee may receive pay-in-lieu of annual leave by completing the Request of Leave of Absence Form which shall be paid twice yearly in the first pay period in June and December. An annual maximum of two hundred fifty (250) annual leave credits may be taken in pay of one hour increments paid at the employee's base straight time regularly scheduled hourly rate. Banked hours will be paid at the base straight time hourly rate most often worked for the prior six (6) month period. In any case employees must retain at least forty (40) hours of earned annual leave credits when requesting pay-in-lieu of annual leave in order to ensure a reserve for unplanned sick leave or personal emergencies. A request for pay-in-lieu of annual leave must be submitted to payroll at least ten (10) calendar days prior to the payday referenced above.

Section 4.16 Employee Termination and Annual Leave

Upon termination of employment, employee will receive pay for all annual leave credits accrued and not used. Annual leave pay will be calculated at the employee's straight time regularly scheduled hourly rate for the last classification in which the employee was employed.

Section 4.17 Worker's Compensation

Worker's Compensation Insurance benefits shall be granted in accordance with all applicable laws.

Employees who suffer a work-related illness or injury that renders them temporarily unable to perform their regular job duties shall be granted a leave of absence for a maximum of twelve (12) months from the date the leave commences. Employee's who suffer a work-related catastrophic illness or injury as defined by the Employer's workers compensation carrier shall be allowed to reapply for employment up to twenty-four (24) months from the date of injury and upon reemployment shall have all seniority restored. In lieu of a leave of absence, the Employer may offer limited or light duty work for a maximum of one hundred twenty (120) days to employees who suffer a work-related illness or injury whenever such work is available and the employee is able to safely perform such work.

Employees on a leave of absence due to a work-related illness or injury shall continue receiving all health benefits for a maximum of twelve (12) months provided the employee continues paying his/her normal contributions for such benefits. Employees may elect to discontinue health benefits while on a leave of absence.

Employees unable to return to work in their original classification, or otherwise be reasonably accommodated by the Employer, at the conclusion of a leave granted pursuant to this section shall be terminated.

Leave granted pursuant to this section shall run concurrent with any other qualified leave of absence, subject to proper designation and notice by the Employer.

Section 4.18 Sick/Annual Leave Integration

If an employee is eligible for basic Unemployment Compensation Disability Benefits (U.C.D.) or Worker's Compensation Benefit, employee's paid annual leave shall be reduced by the amount of the U.C.D. benefit the employee is eligible to receive. The reduced amount of annual leave payment shall then be charged against the employee's earned banked hours not to exceed 100% of their regular pay, for the time involved.

Section 4.19 Medical Leave of Absence Non-Job Related (MLOA), and Family Medical leave (FML), and California Family Rights Act (CFRA)

Employees shall be granted leaves of absence in accordance with the requirements of the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Employees granted leave pursuant to the FMLA and/or CFRA, may elect to use accrued paid time off for each day absence due to FMLA and/or CFRA leave.

However, intermittent and reduced time leaves, including partial day absences, under FMLA and/or CFRA shall be charged to the employee's available paid time off. Once an employee's paid time off is exhausted, the remainder of any FMLA and/or CFRA leave shall be unpaid. Health benefits shall continue during FMLA and/or CFRA leave provided the employee continues paying his/her normal premium contributions for such benefits. Employees may elect to discontinue health benefits while on FMLA and/or CFRA leave.

Section 4.20 Military Leave of Absence

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994, as amended, and applicable provisions of the California Military and Veterans Code. Employees who enter active military service or annual reserve duty requirements will be granted a leave of absence without the loss of seniority and benefits. Reinstatement shall be governed by the Act and state law referenced above. All requests for military LOA must be accompanied by a copy of the employee's military orders upon return from active duty.

Section 4.21 Personal Leave of Absence (PLOA)

A. Full time employees who have completed their orientation period may be granted an unpaid Personal Leave of Absence (PLOA) not to exceed 90 days in a rolling 12-month period. However, in instances where leave is taken for education purposes, exceptions may be granted. Employees will be required to provide supporting documentation to validate a leave for education purposes. No PLOA shall be less than thirty (30) calendar days.

B. A PLOA may be granted due to special circumstances, as determined on an individual basis, solely at the Employer's discretion.

C. Employees granted a PLOA must use all accrued paid time off before the unpaid portion of the leave begins. Employees on a PLOA do not accrue additional paid time off once the unpaid portion of the leave begins.

D. Employees who choose to continue health benefits must continue paying their normal contributions for such benefits on the PLOA. Employees may elect to discontinue all health benefits while on a PLOA by paying the full cost of all insurance premiums consistent with COBRA procedures.

E. Efforts will be made to hold open an employee's position and assignment for the duration of a PLOA. However, Employees granted a PLOA cannot be guaranteed a right of return to their former position and assignment upon expiration of the PLOA. Employees returning from a PLOA are guaranteed reinstatement to a position in their classification.

Section 4.22 Return From Leave

- A. Employees on any leave of absence (LOA) which exceeds thirty (30) days shall, whenever possible, notify the Employer at least fourteen (14) days prior to the employee's expected date of return to work of their intention to return to work. If the employee is unable to give the required fourteen (14) days notice, it is understood that the Employer may not be able to re-employ the employee at the intended expiration of the LOA, but at no time shall the employee be required to wait for re-employment more than fourteen (14) days from the date the Employer was notified of the employee's intent to return to work.
- B. For employees returning from any leave of absence provided for under this Agreement, the Employer shall make every reasonable effort to return employees to the same station and position. The employees shall receive the rate of pay (plus any applicable wage increases) and shall be entitled to all seniority and benefits they had acquired and/or accrued prior to their taking such leave.
- C. The Employer may require a release from the Employer's industrial provider following a medical leave of absence.
- D. Employee's returning from a leave of absence in excess of one hundred twenty (120) days may be placed with an FTO for evaluation.

Section 4.23 Benefits During a Leave of Absence (LOA)

- A. Employer paid benefits may be continued for a maximum of ninety (90) calendar days for an approved, paid or unpaid leave of absence due to personal, bereavement, jury duty, maternity/paternity, for a maximum of one hundred twenty (120) calendar days for an approved medical leave of absence for personal illness or injury. The employee must continue to make any bi-weekly contributions for extra coverage's as is normally required when working.
- B. Employer paid benefits will be terminated on either the ninety-first or one hundred twenty-first day (as stipulated above) of the leave of absence and employees and/or their dependents will be offered continuation of benefits as provided for in the Internal Revenue Code Section 162(k), Consolidated Omnibus Budget Reconciliation Act of 1985.

Section 4.24 Jury Duty and Subpoena Appearances

Full time employees who are summoned for jury service or who are subpoenaed shall be excused from scheduled duty upon presentation of the summons or subpoena to the immediate or on duty supervisor.

Upon return to scheduled duty, the employee must present a statement provided by a member of the court, certifying the employee's participation as a juror and/or a witness and the dates of attendance.

Employees shall be compensated up to a maximum of ten (10) shifts, for the difference between the juror fees they are paid and their regular pay from the Employer, for the work they miss because of juror service. Employees shall be compensated for all time spent subpoenaed regarding work related matters, unless the trial or proceeding is one initiated by a present or past employee of the Employer against the Employer and the employee has been subpoenaed by or on behalf of the present or past employee.

If the employee is excused from his/her jury or subpoena obligation and more than four (4) hours remain in the employees normally scheduled work shift, the employee shall contact their immediate or on duty supervisor regarding whether the employee should return to work to complete the remainder of their normal scheduled shift.

Employees who work other than a twenty-four (24) hour shift shall have at least eight (8) hours off between the completion of their obligation and their next scheduled shift.

Employees who have been selected for jury service who work an alternate shift (nights) shall not be compelled to report to work for the shift, on the same day, immediately after serving jury service.

Employees who are summoned for jury service or subpoenaed shall give the Employer a minimum of five (5) days notice that they have been summoned or subpoenaed, unless such is issued with less than five (5) days; whereby, the employee shall provide immediate notice upon receipt that they have been summoned or subpoenaed.

Section 4.25 Bereavement Leave

When a death occurs in the immediate family of an employee, he/she shall be entitled to a bereavement leave of up to three (3) shifts. Employees will be paid for regularly scheduled missed shifts excluding overtime shifts. Any additional leave necessary for this purpose shall be deducted from the employee's banked hours. Immediate family is defined as current spouse, sister, brother, daughter, son, mother, father, current mother-in-law and father-in-law, grandparents, grandchildren or significant other who resided with the employee at the time of death. The Employer may require proof of death and relationship. An employee on annual leave may receive bereavement leave credit.

Attachment J: SMC Current Emergency Ambulance Rates

Maximum rates for advanced life support (ALS) services:

Base Rate	\$ 1,171.40
Night	\$ 106.83
Oxygen	\$ 106.83
Mileage	\$ 22.26

Attachment K: Proposal to Provide Emergency Ambulance Services to San Mateo County (2008)

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

This is a proposal to contract with San Mateo County to provide emergency advanced life support ambulance service

Name of proposer: _____

dba: _____

Legal address: _____

Phone: _____

Contact person: _____

Mailing address (if different): _____

Phone: _____

Email: _____

Attachment L: Investigative Authorization–Company

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

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

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

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

Date

Organization

By: Signature (authorized representative)

Names (printed)

Title

State of _____

County of _____

On this _____ day of _____ 2008 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same as her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

Attachment M: Investigative Authorization–Individual

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

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

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

_____ Date

_____ Signature

_____ Individual name (typed)

State of

County of _____

On this _____ day of _____ 2008 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

_____ Notary Public

(Seal)

My Commission Expires

Attachment N: Ambulance Employee Compensation and Benefits

Paramedic compensation package

Proposer

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average number of hours per week for full-time EMT-Ps:

Average gross earning per year for full-time EMT-Ps:

Paid Vacation (days per year)

Paid Holidays (days per year)

Sick Leave (days per year)

Paid Cont. Ed. (hours per year)

Uniform Allowance (per year)

Tuition Reimbursement (per year)

Health Care

Medical

% covered

\$ deductible

Dental

% covered

--	--	--

Optical

% covered

--	--	--

Describe any of the following that are provided:

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

EMT-I compensation package

Proposer

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average number of hours per week for full-time EMT-Is:

Average gross earning per year for full-time EMT-I:

Paid Vacation (days per year)

Paid Holidays (days per year)

Sick Leave (days per year)

Paid Cont. Ed. (hours per year)

Uniform Allowance (per year)

Tuition Reimbursement (per year)

Health Care

Medical

% covered

\$ deductible

Dental

% covered

--	--	--

Optical

% covered

--	--	--

Describe any of the following that are provided:

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

Dispatcher compensation package (Dispatch Option 2 only)

Proposer

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average no. of hours per week for full-time dispatchers:

Average gross earning per year for full-time dispatchers:

Paid Vacation (days per year)

Paid Holidays (days per year)

Sick Leave (days per year)

Paid Cont. Ed. (hours per year)

Uniform Allowance (per year)

Tuition Reimbursement (per year)

Health Care

Medical

% covered

\$ deductible

Dental

% covered

--	--	--

Optical

% covered

--	--	--

Describe any of the following that are provided:

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

Attachment O: Proposed Operating Budget

Proposer		Year		1	2	3	
Model (circle)		A	B	Dispatch Option		1	2
Personnel		EXPENSES					
<u>Paramedics</u>							
Wages	\$						
Benefits	\$						
<u>EMT-Is</u>							
Wages	\$						
Benefits	\$						
<u>Dispatchers</u>							
Wages	\$						
Benefits	\$						
<u>Other Personnel</u>							
Wages	\$						
Benefits	\$						
Subtotal				\$			
Vehicles							
• Fuel		\$					
• Repair and maintenance		\$					
• Equipment lease/depreciation		\$					
Subtotal				\$			
Medical Equipment/Supplies							
• Supplies		\$					
• Equipment lease/depreciation		\$					
• Maintenance and repair		\$					
Subtotal				\$			

Attachment P: General Terms of Contract

In addition to other specific negotiated terms, among the terms of the final agreement with the County, the County expects that the successful proposer will be willing and able to commit to the following general terms:

Relationships of Parties

It is expressly understood that this is an Agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by the Agreement.

Hold Harmless

It is agreed that Contractor shall defend, save harmless, and indemnify County, its officers and employees, from any and all claims, which result from the negligent acts or omissions of the Contractor, its officers, agents and/or employees and its Subcontractor, its officers, agents and/or employees (if applicable) in the performance of this Agreement. The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

It is further agreed that County shall defend, save harmless, and indemnify the Contractor, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

Privacy Compliance

During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI," as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require Subcontractor to abide by the requirements of this section.

For purposes of this section, "Protected Health Information" means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

Contractor agrees to indemnify, defend and hold harmless the County and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (collectively, "indemnified party,") against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section by Contractor and subcontractors (if applicable).

Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly

employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$5,000,000 (each occurrence)
- (b) Motor Vehicle Liability Insurance \$5,000,000 (each occurrence) \$10,000,000 (aggregate)
- (c) Professional Liability \$2,000,000 (each occurrence)

If this Agreement remains in effect more than three (3) years from the date of its original execution, County may require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days' notice to Contractor, at its sole discretion, contingent upon whether such additional insurance is available to Contractor, at reasonable cost. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

Non-Discrimination and Other Requirements

Section 504 applies to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement. The Contractor shall provide that patients are accepted for care without discrimination on the grounds

of race, color, creed, national origin, religious affiliation or non-affiliation, gender, sexual orientation, marital status, age, disability, medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis), political affiliation, or ability to pay for services.

Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The

policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services violates this Agreement and shall be cause for the County to terminate this Agreement upon 120 days written notice. Said written consent shall not be unreasonably withheld when beneficial ownership of the organization remains unchanged.

B. Other than the Subcontract with Fire First Responders described by this agreement (if applicable), Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement.

D. All Agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement (if applicable) shall be in writing and shall be provided to County.

Merger and Modification

This Agreement is the entire agreement between the parties with respect to matters herein discussed and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement shall be binding on the parties hereto.

Records

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed, to the extent necessary to determine such compliance and evaluate such quality, appropriateness and timeliness. Contractor shall make available for the County's inspection, to the extent necessary to verify compliance with this Agreement, its financial records for its services provided pursuant to this Agreement for review or audit at any place designated by County and if requested, Contractor shall provide copies of such records to County.

B. Contractor shall maintain and preserve all records relating to this Agreement and the Subcontract in its possession, and of any third party

performing work related to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved.

Financial Reports, Accounting, and Auditing Procedures

Contractor will provide County with annual audited financial statements and quarterly unaudited financial statements for its services provided pursuant to this Agreement provided under this Agreement. County and Contractor mutually agree to generally accepted accounting and audit procedures for its San Mateo County operations provided under this Agreement. The Contractor shall maintain separate financial records for services provided pursuant to this Agreement.

Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations and/or policies.

Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid:

- 1) In the case of County:
Director of Health Services
County of San Mateo
225 37th Avenue
San Mateo, CA 94403
or to such person or address as County may, from time to time furnish to Contractor.
- 2) In the case of Contractor, to:
TBD

B. Controlling Law. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of State of California and shall be brought and maintained in the Superior Court in and for the County of San Mateo.

Term of Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from _____ through _____. County may exercise, at its sole discretion, an option to extend this Agreement for up to five additional years. However, if County reasonably determines that Contractor or Subcontractor has failed to comply with any of the provisions of this Agreement, County shall give written notice setting forth the specific deficiency, the required correction and a reasonable time period to correct the deficiency. If said

deficiency is the result of Subcontractor's performance (if applicable), Contractor shall within one (1) business day give written notification to Subcontractor (if applicable). Upon County's determination that Contractor or Subcontractor (if applicable) has failed to timely cure the deficiency, County may either (a) terminate this Agreement upon 120 days written notice or (b) direct Contractor to terminate its Subcontract with the Subcontractor (if applicable).

No Influence on Referrals

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

Major Breach and Emergency Takeover Provisions

A. Major Breach

1. Certain conditions and circumstances shall, as determined by County, constitute a major breach of this Agreement by the Contractor, these conditions and circumstances include, but are not limited to:

a) Failure of Contractor to maintain a 90% aggregate response time performance level throughout the exclusive provider area for any three (3) months, during any 12 month period.

b) Failure of Contractor to operate the ambulance service system in a manner which enables County and Contractor to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations.

c) Intentionally, or a pattern of, supplying to County false or misleading information or supplying information so incomplete as to effectively mislead.

d) Intentional falsification of data supplied to County 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 downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification or deliberate omission of any other data required under this Agreement.

e) Unauthorized scaling down of operations to the detriment of performance.

f) Failure by Contractor to cooperate with and assist County in its takeover of Contractor's operations after a major breach has been declared by County, as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control.

g) Failure to maintain equipment in accordance with good maintenance practices, or to replace equipment in accordance with the equipment replacement policy contained in Contractor's proposal, excepting a failure to perform or breach of the Subcontract by Subcontractor in regards to maintaining

Subcontractor's equipment. In regards to this exception, Contractor will have adequate notice and direction from County pursuant to the Agreement and opportunity to cure.

h) Attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractor during a subsequent Request for Proposal Process.

B. Declaration of Major Breach and Takeover of Service

In the event that the Director of Health Services determines that a major breach has occurred and such determination is brought to the Board of Supervisors, and if the nature of the breach is, in the Director of Health Services' and Board of Supervisors' opinion such that there is a serious and immediate threat to public health and safety, and after Contractor has been given notice and an opportunity to appear before the Board of Supervisors, Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover by County of Contractor's operations subject to Contractor's right to seek an injunction or other alternative provided Contractor by law.

C. Equipment and Vehicle Lease

Immediately upon notification by County that it has determined that a major breach has occurred and that said breach constitutes a serious and immediate threat to public health and safety, as provided in subsection B above, the lease of all Contractor's equipment, vehicles, and access to buildings as described in Exhibit B commences.

D. Dispute After Takeover

Such takeover shall be effected within 72 hours after finding of major breach and a serious and immediate threat to public health and safety by County, as provided for in Subsection (B), above. Contractor shall not be prohibited from disputing any such finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's performance security, equipment, and inventory of supplies.

E. Unusual Circumstances

The provisions of this Section are specifically accepted and agreed to by Contractor as reasonable and necessary in light of the unusual public health and safety aspects associated with the Agreement. Any legal dispute concerning the finding that a major breach has occurred which endangers public health and safety shall not be allowed to delay the process of takeover by County.

F. "Lame Duck" Provisions

Should Contractor fail to be chosen in the next Request For Proposal cycle, County shall obviously depend upon Contractor to continue provision of all services required under this contract until the next contractor takes over operations. Under these circumstances, Contractor would, for a period of several months, be serving as a "lame duck" contractor. To ensure continued performance fully consistent with the performance requirements of the Agreement throughout any such "lame duck" period the following provisions shall apply:

1. Throughout such “lame duck” period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing Contractor;

2. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor’s service and operating costs to maximize profits during the final stages of the Agreement;

3. Contractor shall strictly abide by the provisions set forth herein regarding rights of Contractor’s employees during and after Request for Proposals;

4. County recognizes that, if a competing Contractor awarded the contract in a subsequent Request for Proposal cycle, the Contractor may reasonably begin to prepare for transition of service to the new Contractor during the “lame duck” period, and County shall not unreasonably withhold its approval of Contractor’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor’s performance during the “lame duck” period, and so long as such transition activities are prior-approved by County.

Other Provisions

A. Right of Inspection: County or any of its duly authorized employees or agents shall have the right to make inspections or investigations at any time without prior notice for the purpose of determining whether Contractor is complying with the terms and conditions of this Agreement, to the extent required to verify compliance with this Agreement. Contractor shall make available to County, its records with respect to all matters covered by the Agreement. County may make excerpts or transcripts from such records and make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment and other data related to all matters covered by the Agreement. A county representative may ride as “third person” on any of the emergency ambulances at any time without prior notice provided that Contractor’s supervisor be notified by the County simultaneous to the start time of the third person ride-a-long. A county representative may inspect any emergency ambulance at any time without prior notice.

B. Reporting of Deficiencies: In the event that Contractor is found to be in substantial violation of any of the terms and conditions of this Agreement, the Director of Health Services shall notify Contractor of such deficiency, and Contractor will make necessary corrections to the full satisfaction of County. Such violations shall include but are not limited to deficiencies in ambulance personnel’s qualifications/licensing/certifications/accreditation required training, vehicles, equipment, supplies, quality assurance program, and actions which are not in the best interests of efficient and effective patient care.

C. Successors-In-Interest: Each and every term and condition of this Agreement shall be binding upon and enforceable by County against any successor in title of, or to any interest to Contractor.

D. Bankruptcy: This Agreement, at the option of County, shall be terminable in case of bankruptcy, voluntary or involuntary, or insolvency of Contractor, but shall be unaltered by bankruptcy, reorganization or insolvency of Contractor.

E. Right to Require Performance: The failure of County at any time to require performance by Contractor of any of the provisions hereof, shall in no way affect the right of County thereafter to enforce same. Nor shall waiver by County of any breach of any of the provision hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

F. Illegal Provisions: If any provision of this Agreement shall be declared illegal, void, or unenforceable by a court of competent jurisdiction or any agency of the federal government and such provision will be deemed severed and other provisions shall not be affected by such illegality and shall remain in full force and effect.

G. Notice to County: Throughout the life of this Agreement, Contractor agrees to notify County in writing of any and all claims, accidents, and/or incidents which might give rise to litigation arising out of Contractor's performance pursuant to this Agreement within forty-eight (48) hours of occurrence and anytime that Contractor receives information regarding litigation arising from Contractor's performance pursuant to this contract.

H. Subcontractor (if applicable): Each and every term and condition of this Agreement shall be binding upon and enforceable by County against the Subcontractor or any other any subcontractor, unless otherwise indicated in this Agreement.

Attachment Q: Proposed ambulance rates

Proposer	
Proposed rates under model (circle)	A B

Proposed ambulance rates

Base Rate	
Night charge	
Oxygen	
Mileage	

Attach a list of any other specific charges proposed.

Medicare

Do you accept Medicare assignment? _____Yes _____No

Definition: Reference: HCFA – 460 form

<p><u>Medicare Participating Physician or Supplier Agreement</u> <u>Meaning of Assignment</u> - For purposes of this proposal, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.</p>

Date

Responding organization

By: Signature (authorized representative)

Name (printed)

Title

Charge scenarios

Proposer	
Based on proposed rates under option (circle)	A B

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

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

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

Charge scenarios (Page 2)

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

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

