

Solano Emergency Medical Services Cooperative (SEMSC)

REQUEST FOR PROPOSAL

for

Adult Level II Trauma Center Designation

Issued: April 22, 2013

Due: July 15, 2013

June 21, 2013

PLEASE NOTE THE FOLLOWING CHANGES:

4/30/13: Page 39, Section 5.58 contained an incorrect reference to Solano County policy. The error has been removed.

5/20/13: Page 8, 1st paragraph – Date PROPOSERS are asked to submit questions in writing updated to date in timeline.

6/21/13: Proposers' Conference ADDENDUM finalized and posted to EMS website.

Table of Contents

SECTION 1: INTRODUCTION AND BACKGROUND.....	3
1.1 Introduction.....	3
1.2 Purpose.....	3
1.3 Important Dates	4
1.4 Background	5
1.5 Disclaimers.....	5
1.6 Eligibility.....	6
1.7 Commitment.....	6
1.8 Non-Collusion.....	6
SECTION 2: DESIGNATION PROCESS.....	7
2.1 Submission of Proposal.....	7
2.2 Fees/Costs	7
2.3 Mandatory Proposers Conference	7
2.4 Proposal Review Process	8
2.5 Proposal Evaluation and Site Visit	9
2.6 Protest/Appeal Processes	9
2.7 Contract Negotiations	10
2.8 Designation	10
2.9 System Implementation	10
SECTION 3: PROPOSAL SUBMISSION	11
3.1 Communications Between PROPOSER And COUNTY.....	11
3.2 Letter Of Intent.....	11
3.3 Format Of Proposal.....	11
3.4 Required Copies And Mailing Instructions	12
3.5 Modification/Withdrawal Of Proposals	12
3.6 Opening Of Proposals.....	12
3.7 Materials As Property of the COUNTY	12
3.8 Confidentiality.....	13

Appendix 1: Letter of Intent.....	14
Appendix 2: PROPOSAL IDENTIFICATION FORM.....	15
Appendix 3: Statement of Commitment / Non-Collusion Affidavit.....	16
Appendix 4: Resource And Operations Standards for Level II Trauma Center	18
Appendix 5: Level II Trauma Center Minimum Standards	31
Appendix 6: Declarative Statements.....	41
Appendix 7: Statements Of Commitment To Perform And Fulfill Responsibilities Arising From Designation	43
Appendix 8: Data Requirements	46
Appendix 9: Required Attachments	48
Appendix 10: Proposed Contract	50
Exhibit 1: Solano County Trauma Catchment Areas	59
Exhibit 2: Statement of Ownership of Material	60
Exhibit 3: General Surgeons	61
Exhibit 4: General Surgery Residents	62
Exhibit 5: Neurosurgeons	63
Exhibit 6: Orthopedic Surgeons.....	64
Exhibit 7: Emergency Physicians	65
Exhibit 8: Anesthesiologists	66
Exhibit 9: Radiologists	67
Exhibit 10: Obstetricians/Gynecologists	68
Exhibit 11: Obstetricians.....	69

SECTION 1: INTRODUCTION AND BACKGROUND

1.1 Introduction

The Solano Emergency Medical Services Cooperative (hereinafter referred to as SEMSC) serves as the Emergency Medical Services (EMS) Agency for Solano County. The SEMSC is a Joint Powers Authority (JPA) exercising public and essential governmental functions, and has all powers necessary and convenient to carry out the provider components of the provision of pre-hospital and emergency care. The SEMSC Board is the governing board established to administer and implement the JPA. When the SEMSC functions as the EMS Agency for Solano County, it assumes a regulatory role

Membership on the SEMSC Board includes medical professionals from local hospitals. In order to minimize potential conflicts of interest, RFPs should be submitted to the SEMSC EMS Administrator.

The Solano Emergency Medical Services Cooperative is soliciting proposals from general acute care hospitals to be considered for designation as an adult Level II trauma center. Authority for designation is provided by Division 2.5 of the Health and Safety Code of the State of California. Formal written proposals are sought for the designation of one Level II Trauma Center.

The County's Emergency Medical Services Cooperative, in its capacity as the local emergency medical services (EMS) agency, has been authorized by the Board of Supervisors to identify those hospitals and their medical staff who wish to be designated as the adult Level II trauma center, and complies with, or materially exceeds, SEMSC criteria for designation. The SEMSC Board shall approve the final contract.

The qualified PROPOSER offering the highest overall quality of service, and meeting or exceeding SEMSC minimum requirements, as specified in this Request for Proposal (RFP), may be recommended for designation.

1.2 Purpose

The purpose of this Request for Proposal is to assure high-quality trauma care to all residents of and visitors to the COUNTY. To this end, the trauma center will be designated and patients meeting trauma triage criteria will be transported directly to the trauma center from the field. Air medical dispatch procedures will be evaluated as part of the Trauma Plan Implementation Process to ensure consistency with established treatment guidelines. The trauma system will be implemented and monitored by the Solano County EMS Agency with assistance from the Physicians' Forum and Field Trauma Advisory Committee.

1.3 Important Dates

The following is the anticipated schedule for this RFP process.

All dates and times are subject to change.

Request for	
Proposal Presented to SEMSC	April 11, 2013
Proposal Distributed	April 22, 2013
Proposer RFP Question Submission Deadline – No later than 12 noon	May 24, 2013
Mandatory Proposers conference	June 17, 2013
Letter of Intent and Proposal Fee – no later than 12 Noon	June 24, 2013
Proposal Submission Deadline – no later than 3pm PDT	July 15, 2013
Site Visits	August 15-20, 2013
Announcement of Recommendations	October 10, 2013
Deadline to File Protest – Due no later than 12 Noon on:	October 21, 2013
Solano Public Health Decision on Appeals	October 31, 2013
Contract negotiations	November 1-20, 2013
Preliminary Designation	November 20, 2013
Level II Trauma System Start Up	November 21, 2013
Permanent Designation	July 1, 2015 [‡]

‡ Contingent on successful verification by the American College of Surgeons

NOTE: In the event changes in the above schedule are required, all hospitals with a Letter of Intent on file with the Solano EMS Agency will be notified in writing immediately.

1.4 Background

The 1966 National Academy of Sciences "White Paper," entitled "Accidental Death and Disability: The Neglected Disease of Modern Society", identified deficiencies in providing emergency medical care in the country. This paper was the catalyst prompting federal leadership toward an organized approach to EMS and trauma care. The authority of states to set standards, regulate EMS, and implement programs designed to reduce injury were further reinforced and encouraged by the enactment of the 1966 Highway Safety Act. Various subsequent federal and state initiatives were responsible for improving and refining prehospital systems of care during the two decades which followed the landmark 1966 paper.

The development of EMS systems began in 1981 with the establishment of state law and the California EMS Authority. After considerable debate, the California State Legislature enacted the "Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act" (Health and Safety Code 1797, et al). This law specifically authorized local EMS agencies to "...plan, implement, and evaluate an emergency medical services system...consisting of an organized pattern of readiness and response services..." (Health and Safety Code 1797.204). The Act further authorized local EMS agencies to plan, implement and monitor limited advanced life support and advanced life support programs.

The California EMS Authority promulgated the document *Emergency Medical Services System Standards and Guidelines* in 1985, revised in 1993, pursuant to Section 1797.103 of the California Health and Safety Code.

The County of Solano has been evaluating its trauma care since 1996, when it began to identify and solicit community support for the planning process. To meet this objective, it has conducted meetings with representatives from hospitals, advance life support providers, and conducted retrospective trauma patient flow and outcome studies. This process has allowed the EMS Agency to assess prehospital care resources and needs, identify hospital services and resources and begin to develop and revise trauma-specific policies, protocols and system standards. A physicians' forum and field trauma advisory committee have been established to provide broad EMS community input and support and has been in place since April, 2011. In May, 2010, Solano County EMS Agency received approval from the California EMS Authority for its trauma system plan.

1.5 Disclaimers

1.5.1 Issuance of this RFP in no way constitutes a commitment by the SEMSC to award an Adult Level II Trauma Center Designation

1.5.2 SEMSC has the right to:

- Reject any or all proposals received in response to this RFP; any proposal may be rejected if it is conditional, incomplete or deviates from the specifications stated in this solicitation, or to elect not to award any contracts for designation as a trauma center as a result of this Request for Proposal.
- Cancel this RFP if it is deemed to be in the best interest of the County of Solano.
- Issue amendments to this Request for Proposal prior to the deadline date for filing submissions. Amendments may include clarification in response to questions, additional information or additional Proposer requirements.
- Negotiate changes to proposals.

1.5.3 SEMSC pursuant to Health and Safety Code Section 1797.200, is not to be liable for:

- Any costs incurred by an applicant in preparing and presenting a proposal for submission or conducting an appeal;
- Any costs incurred by an applicant in meeting the criteria or providing patient care as a result of submitting a proposal in response to this RFP, or subsequently entering into a trauma center contract; and
- Any errors, inaccuracies, or misstatements related to any information or data provided to any applicant or recipient of this proposal. The use of any information or data provided by SEMSC, its officers, employees or agents is at the sole discretion and risk of the user in the preparation of a proposal under this RFP.

1.5.4 It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Solano when received by the SEMSC and may be considered public information under applicable law.

1.5.5 The SEMSC reserves the right to respond, or not respond publicly to discussions related to the process of proposal review and the discovery of findings of fact related to any proposal and hospital site visits conducted by the Independent Review Panel.

1.6 Eligibility

To be eligible to respond to this Request for Proposal, a Proposer must be a California-licensed general acute care hospital, physically located in County of Solano, and have been verified by the American College of Surgeons as a Level III trauma center and so designated by the County of Solano.

1.7 Commitment

All commitments required of hospitals as part of this RFP process including staffing, equipment, or other resources, must remain intact throughout the designation and contract period.

1.8 Non-Collusion

If there is reason to believe that collusion exists among the PROPOSERS, the SEMSC may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation that has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Proposers shall also submit with their proposal an executed Non-Collusion Affidavit (Appendix 3).

SECTION 2: DESIGNATION PROCESS

2.1 Submission of Proposal

Each hospital interested in providing trauma services must submit a proposal complying with the requirements in Section 3 of this Request for Proposal (RFP).

The proposal submitted in response to this RFP will be included as part of the final contract. Proposers are cautioned that if a contract is awarded as a result of this RFP process, any written commitment by a PROPOSER within the scope of this procurement shall be binding upon the PROPOSER whether or not incorporated into a contract document. Failure of proposer to fulfill any such commitment shall render the PROPOSER liable for liquidated or other damages due the SEMSC under the terms of the contract. For the purpose of this procurement, a commitment by a PROPOSER includes:

- a. Any modification of, or affirmation or representation as to the above, which is made by a PROPOSER in or during the course of negotiation.
- b. Any representation by a PROPOSER in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.2 Fees/Costs

To defray the SEMSC's expenses directly associated with the Request for Proposal process, proposal evaluations, site visits, hospital nomination, designation, contract negotiation, and ongoing monitoring of the trauma system, a system of fees has been established, in accordance with §1798.164(a), California Health and Safety Code. COUNTY will document and report all expenses associated with this process, and refund any unused funds.

2.2.1 Proposal Fee -- Each letter of intent to submit a proposal (Section 3.2) shall be accompanied by the payment of a fee in the amount of \$30,000. The fee will be paid in the form of a certified check or cashier's check made payable to the County of Solano EMS Agency. No proposal will be accepted from an organization who has not submitted a letter of intent with the fee. *Note: If a proposer withdraws their proposal, and the review process has not yet begun, the proposal fee will be fully refunded.*

2.2.2 Annual Designation Fee -- Each designated trauma center will pay an annual fee. This fee amount will be reevaluated annually during the SEMSC budgeting process and COUNTY will provide notification of any changes at least 60 days prior to the payment due date. At present, the Level II trauma center annual fee is \$150,000.

2.3 Mandatory Proposers Conference

A mandatory, pre-proposal conference will be held at:

9:00 am on June 17, 2013
Solano County Public Health
275 Beck Avenue
Fairfield, CA 94533

The purpose of this meeting is to clarify requirements and answer questions. In order to provide comprehensive answers and minimize response time, PROPOSERS are asked to submit questions in writing no later than 12:00 pm on May 24, 2013 to: Ted Selby, EMS Administrator, Solano County EMS Agency, 275 Beck Avenue MS 5-240, Fairfield, CA 94533. (707) 421-6682 (FAX).

All questions and answers received after the Pre-Proposer Conference will be posted on the EMS website at <http://www.co.solano.ca.us/depts/ems> along with any changes to the Request for Proposal.

2.4 Proposal Review Process

The proposal review process will be conducted by a team of individuals called the Independent Review Panel (IRP). These individuals will be experienced in the implementation and operation of trauma services, trauma centers, and trauma care systems and who work outside of the County of Solano and, when practical, outside of the State of California. Members of the IRP shall not have legally recognizable conflicts of interest, allegiance or affiliation to an individual hospital within the County of Solano, or the PROPOSER.

The successful PROPOSER shall be determined in accordance with, but not limited to, the following evaluation criteria:

- 2.4.1. Proven Performance --The PROPOSER'S background, experience, and stability of their hospital will be assessed. The ability of the PROPOSER will be evaluated in terms of technical resources, staffing, staff experience, facilities, and quality improvement activities.
- 2.4.2. Support -- Emphasis will be placed on the ability of the PROPOSER to provide trauma service and support the needs of the County of Solano. Organizational structure, staffing plan and PROPOSER'S method for meeting the requirements of this RFP in the most efficient and effective manner will be an important consideration.
- 2.4.3. Requirement/Specifications:
 - a. Ability to meet the Title 22 requirements and the standards set forth in the most recent version of "Resources for the Optimal Care of the Injured Patient" by the American College of Surgeons Committee on Trauma, as described in Appendix 5.
 - b. Quality and scope of service proposed.
 - c. Applicant's demonstrated commitment to patient and family-centered care for major trauma.
 - d. Comprehensiveness of the proposal.
 - e. Demonstrated ability to begin delivering adult Level II trauma services in a timely manner.
 - f. Ability to meet special requirements as identified by Solano County EMS.

2.5 Proposal Evaluation and Site Visit

SEMSC intends that the Independent Review Panel (IRP) will include one or more trauma surgeons, emergency physician, trauma nurse coordinator, prehospital care provider, a local department director of a health or emergency management agency, and an EMS agency administrator. However, failure of the IRP to include any/or all of the categories of persons stated above will not affect the validity or usage of the IRP's recommendation or any contracts entered into as a result of the review of the proposal by the IRP.

After review of the proposal, the IRP will visit each qualified PROPOSER hospital. On-site visitation will include facility inspection, random and scheduled interviews with hospital personnel (medical, nursing, administrative, managerial, support, ancillary) at all levels, review of medical records, review of committee meeting minutes, and verification of representations in the proposal.

Submission of a proposal in response to this solicitation is considered consent for on-site visitation and review of the proposed facility, and staff interviews conducted by the IRP to confirm the content of each written proposal and a facility's ability to perform as an adult Level II trauma center.

Following the assessment of proposal materials and the site visit of qualified proposals, the IRP will make recommendations to the SEMSC.

2.6 Protest/Appeal Processes

There are five steps to the Trauma Center RFP appeal process.

1. Appeal Process
 - a. A notice is sent to the Public Health Officer or designee of the facilities' intent to appeal the findings and recommendations of the Solano County EMS Agency's Trauma Center RFP.
 - b. Appeals must be received within 15 business days from the date that the notice of award is posted by the Solano County EMS Agency.
2. Appeals should clearly delineate what is being appealed.
 - a. Process appeal stating how the process was not followed as outlined in the RFP and what portion of the process is in question.
 - b. The burden of proof rests with the PROPOSER.
3. The Public Health Officer, or designee, shall hold a hearing to consider the appeal within 30 days of receipt of the notice of appeal.
 - a. The Public Health Officer, or designee, may appoint a three person panel to hear the appeal by the PROPOSER. The panel shall include persons who are familiar with the RFP, the RFP process and Trauma Center requirements.
 - b. The Public Health Officer, or designee, shall notify the PROPOSER of the date, time, and location of the hearing by first class mail at least 15 days prior to the hearing date.
 - c. The scope of the hearing shall consist of the issues (Item 3, A and B above) raised by the PROPOSER.
 - d. The hearing shall not be open to the public
 - e. The Public Health Officer, or designee, shall consider relevant information including written and oral arguments submitted by the PROPOSER.
 - f. The PROPOSER shall have an opportunity to present oral arguments by th PROPOSER's representative.
 - g. Additional comments may be heard if deemed necessary by the Public Health Officer, or designee.
4. Findings and Decisions
 - a. The Public Health Officer, or designee, shall issue a written decision within 15 days of the hearing.

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- b. The written decision shall contain findings of fact, and a determination of the issues presented and forwarded to the Solano County EMS Agency and SEMSC Board.
 - c. The final decision rests with the Public Health Officer, or designee, following an evaluation of the appeal and supporting documentation.
5. The decision of the Public Health Officer or designee is final and no further review is required. The final decision shall be posted for 30 days.

2.7 Contract Negotiations

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing PROPOSERS until an agreement is reached. If contract negotiations cannot be concluded successfully, the EMS Agency may negotiate with the next highest rated PROPOSER or withdraw the RFP.

2.8 Designation

Following the site visits, the IRP will report on its findings and recommendations on designation of a Level II trauma center. This will include any recommended corrective action plan that would be required to meet trauma center requirements.

Reports of the IRP will be made available upon completion of the review process and a recommendation for award is made to the SEMSC Executive Board.

2.9 System Implementation

A trauma center implementation plan and timeline will be developed with the designated trauma center(s) upon completion of contract negotiations. The selected facility must be verified by ACS within 18 months of the award.

SECTION 3: PROPOSAL SUBMISSION

3.1 Communications between PROPOSER and COUNTY

Oral communications regarding this RFP are NOT valid or binding. Addenda or amendments will be sent to all known PROPOSERS. It is the responsibility of the PROPOSER to ensure SEMSC has appropriate contact information throughout this process.

All questions regarding this request for proposal shall be submitted in writing to:

Solano County EMS Agency
Ted Selby, EMS Administrator
275 Beck Avenue, MS 5-240
Fairfield, CA 94533
707-784-8155

Email questions will be accepted. All questions and responses will be provided to all hospitals that have identified themselves as potential proposers.

3.2 Letter of Intent

Hospitals that desire to submit a proposal under this RFP must submit the Letter of Intent to submit a proposal (Appendix 1). The Letter of Intent must be signed by the person or persons who are authorized to bind the hospital to contractual obligations and must be received no later than 12:00 noon. The proposal fee addressed in Section 2.2.1 must accompany the letter of intent.

Letters of Intent must be delivered to:

Solano County EMS Agency
Ted Selby, EMS Administrator
275 Beck Avenue MS 5-240
Fairfield, CA 94533

Letters of Intent must be delivered in person by a representative of the PROPOSER and not through the United States Postal Service or any other common carrier.

3.3 Format of Proposal

The proposal must be in the form of a "proposal package," containing the required forms and tables, the narrative application, and the required supporting documents. The PROPOSER must submit an original proposal package and six (6) complete copies of the package. #1

The proposal must be typed with one-inch margins. Each page must be numbered consecutively and labeled "1 of n, 2 of n, 3 of n, . . . n of n."

The proposal package must be presented in the following format:

3.3.1 PART 1 is the Proposal Identification Page, included in Appendix 2 of this RFP.

3.3.2 PART 2 is the Statement of Commitment and an executed Non-Collusion Affidavit included in Appendix 3 of this RFP.

3.3.3 PART 3 is a complete table of contents showing where each requirement is met.

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- 3.3.4 PART 4 consists of the resources and operational standards which the applicant must meet, as shown in Appendix 4, and the trauma center minimum standards, as shown in Appendix 5. For each criterion, the proposal should include a narrative description of the PROPOSER's ability to meet the criterion. Specific documents must be provided as indicated.
 - 3.3.5 PART 5 consists of Appendices 6 and 7. Appendix 6 requires the PROPOSER to make Declarative Statements to fulfill specific responsibilities which the PROPOSER must accept. For each condition, as shown in Appendix 6, the PROPOSER should include a positive statement accepting the condition or providing a proposed alternative. Any changes to the language provided must be clearly indicated using a "~~strikeout~~/underline" method. Appendix 7: Statements of Commitment to Perform and Fulfill Responsibilities Arising from Designation must be completed.
 - 3.3.6 PART 6 consists of data, as shown in Appendix 8 and other supporting materials which the applicant must provide, as shown in Appendix 9.
 - 3.3.7 PART 7 is the acceptance of the contract language shown in Appendix 10 of this RFP.

3.4 Required Copies and Mailing Instructions

PROPOSERS must provide one "MASTER" and seven (7) identical copies (one copy must be in electronic format and saved on a flash drive) of the completed proposal. PROPOSERS are responsible for making certain their proposals are received on or before the proposal submission deadline. Completed proposals should be sealed and clearly marked: "**SEMSC Request for Proposal #001, Level II Trauma Center Designation**", and must be delivered via courier service with electronic tracking no later than **3:00 pm, PST July 15, 2013**, to:

Solano County EMS Agency
Ted Selby, EMS Administrator
275 Beck Avenue MS 5-240
Fairfield, CA 94533

3.5 Modification/Withdrawal of Proposals

PROPOSER who wishes to make modifications to a proposal already received by the SEMSC must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by PROPOSER'S authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the PROPOSER to ensure that modified proposals are resubmitted before the submission deadline.

PROPOSERS may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the PROPOSER'S authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.

3.6 Opening of Proposals

Proposals will not be opened publicly but a list of the names of the hospitals submitting proposals will be available within a reasonable time after the submission deadline. Proposals will be made public and may be inspected at the time of award.

3.7 Materials as Property of the COUNTY

All materials submitted by PROPOSERS in response to this solicitation shall become the property of the COUNTY, and as such may be considered as public records except as provided for in the section.

3.8 Confidentiality

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received may be made available to the public. Proposals received will be subject to California Government Code §6250 et seq, the Public Information Act. Proposers should mark information they consider proprietary (trade secret) or confidential in the event it is exempt from the requirements of the Act. If the PROPOSER feels that any answer to a question or questions asked herein should be treated as confidential and such information is exempt from the California Public Records Act, the PROPOSER should include a statement as the basis for the claim of confidentiality and the basis under which each claim is made. Final decision regarding the confidentiality shall be made by the SEMSC, except that a PROPOSER will be offered an opportunity to withdraw the materials from the proposal if a claim of confidentiality is denied. PROPOSER will be responsible for defending/explaining basis of why a document is exempt from disclosure under the Public Records Act.

Appendix 1: Letter of Intent

THIS FORM SHOULD BE REPRODUCED ONTO THE PROPOSER'S LETTERHEAD. It should be signed by the Chief Executive Officer (or equivalent position) and placed in an envelope and marked "Solano County Trauma Center Letter of Intent." Each letter of intent to submit a proposal shall be accompanied by the payment of a proposal fee in the amount of \$30,000 in the form of a certified check or cashier's check made payable to the County of Solano EMS Agency.

Letter of Intent

(Legal or Corporate Name of Applicant) hereby states its intent to submit a proposal for designation as a Level II trauma center to Solano County Emergency Medical Services Agency.

Appendix 2: Proposal Identification Form

THIS FORM SHOULD BE REPRODUCED ONTO THE APPLICANT'S LETTERHEAD.

TO: COUNTY OF SOLANO, EMERGENCY MEDICAL SERVICES AGENCY

SUBJECT: PROPOSAL FOR ADULT LEVEL II TRAUMA CENTER DESIGNATION

Name of Proposer (Legal Entity)

Name, Parent Corporation (if applicable)

Address of Proposer (Street, City, Zip Code)

Proposer's Federal Tax Identification Number

Contact Person (Name, Title, Phone Number, E-mail Address)

Name and Title of Person(s) Authorized To Sign for Hospital

INTENT TO MEET REQUIREMENTS

I certify that all statements in this proposal are true. This certification constitutes a warranty, the falsity of which shall entitle the SEMSC to pursue any remedy authorized by law which shall include the right, at the option of the SEMSC, of declaring any contract made as a result hereof to be void. I agree to provide the SEMSC with any other information the SEMSC determines is necessary for the accurate determination of the hospital's qualification to provide services.

I certify that (hospital name) will comply with all requirements specified in the **SEMSC** Request for Proposal for Adult Level II Trauma Center Designation dated May 15, 2013.

Signature of Authorized Representative

Date

(Do not write below this line)

***** Date Received_ Time

Received_____

Received by_____

Appendix 3: Statement of Commitment / Non-Collusion Affidavit
These forms should be reproduced onto the applicant's letterhead

Statement of Commitment

(Legal or Corporate Name of Applicant) (hereinafter referred to as "PROPOSER") proposes to contract with Solano County Emergency Medical Services Cooperative (hereinafter referred to as "SEMSC") to perform those services described in the documents submitted by PROPOSER in response to SEMSC'S Request for Proposals designation as a Level II Trauma Center, dated May 15, 2013.

If SEMSC accepts this offer, PROPOSER further agrees to comply (except as specifically noted in PROPOSER'S proposal) with the standards and special contract provisions, incorporated in said proposal. We, the undersigned hereby verify that to the best of our knowledge and belief, the responses provided by the PROPOSER are accurate and complete.

This proposal constitutes a firm and binding offer for a period of not less than six (6) months beginning on the deadline date for filing submissions. If SEMSC accepts this offer within said six month period, PROPOSER agrees to execute a contract with SEMSC incorporating PROPOSER'S response, and the standard and special contract provisions contained in the proposal. PROPOSER agrees that if SEMSC accepts this offer, PROPOSER will comply with all specifications required by the proposal for a trauma center even if PROPOSER'S response does not propose compliance with all such specifications.

PROPOSER has designated _____ (Name and title of authorized representative) to enter negotiations in response to this solicitation; s/he is authorized to negotiate and contractually bind PROPOSER.

CHIEF EXECUTIVE OFFICER:

/s/
Name and title: _____ Date _____

CHIEF, DEPARTMENT OF SURGERY:

/s/
Name and title: _____ Date _____

TRAUMA PROGRAM MEDICAL DIRECTOR (CHIEF, TRAUMA SERVICE):

/s/
Name and title: _____ Date _____

CHAIR, GOVERNING BOARD:

/s/
Name and title: _____ Date _____

Non-Collusion Affidavit

Solano EMS Cooperative

_____, being first duly sworn, deposes and says that he or she is (Authorized Representative) of _____ (PROPOSER Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the PROPOSER or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the PROPOSER has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date)

(Signed at [Place])

PROPOSER Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Appendix 4: Resource And Operations Standards for Level II Trauma Center

Applicants shall respond to each standard identified below. For each element of these standards, the PROPOSER should demonstrate how the performance criteria will be met in accordance with the Trauma Center Minimum Standards as described in Appendix 5. Any deviation or exceptions from the following standards shall be specifically noted and explained. Proposals which significantly exceed the proposed criteria shall be judged accordingly.

Standard	
4.1	Operational Description Of Hospital
4.1.1	<ul style="list-style-type: none"> a. Hospital ownership; if incorporated, the state in which the company is incorporated and the date of incorporation. b. Location of the company offices. c. Location of the office servicing any California account(s). d. Number of employees both locally and nationally. e. Length of time PROPOSER has been providing services described in this RFP. Please provide a brief description. f. Any alleged significant prior or ongoing contract failures, any civil or criminal litigation, binding arbitration, or investigation pending which involves the Proposer or in which the PROPOSER has been judged guilty or liable. g. Provide the current financial statement or latest annual report. Make a definitive statement regarding their financial ability to perform the requirements hereunder

<p>4.1.2</p>	<p>a. Describe and compare the hospital facility and capability, against the Solano Trauma Standards (contained in Appendix 5 of this RFP).</p> <p>b. Discuss the major access routes to the hospital, and identify the perimeter of twenty (20), and sixty (60) minutes surface travel time along these major routes during non-peak travel time.</p> <p>c. Provide: Note: Resources provided on a separate campus in response to 4.1.2, must be clearly identified as a second campus.^{#16}</p> <ol style="list-style-type: none"> 1. Total licensed beds 2. Total number and location of beds currently in use 3. Trauma unit beds—number and location 4. Emergency department beds 5. Critical care beds (total) 6. Cardiac care beds 7. Surgical intensive care beds 8. Medical intensive care beds 9. Pediatric intensive care beds 10. Other (specify) 11. Pediatric beds (non-intensive care) 12. Number of operating room suites 13. Number of operating room suites which are specifically dedicated to the trauma care 14. Description of the mechanism and authority structure that will administer the availability of critical care beds. 15. Description of the mechanism and authority structure that will administer the availability of operating room suites. <p>d. For the items listed in c, above, provide:</p> <ol style="list-style-type: none"> 1. Any plans to expand within twelve (12) months. 2. Any plans to expand within five (5) years. <p>e. Provide monthly diversion statistics by category for the previous 12 months.</p>
<p>4.1.3</p>	<p>Current trauma care</p> <p>a. Describe, in detail, how the institution currently responds to the needs of major trauma victims. (Include response times during the past twelve (12) months for surgery, neurosurgery, anesthesiology, laboratory, and radiology staff).</p> <p>b. Document currently implemented trauma policies and procedures, with copies attached, authorized by the department heads as reflected by the appropriate signatures.</p> <p>c. Identify those additional steps and resources which the facility will undertake/commit if designated as a trauma center.</p> <p>d. If the applicant has undergone a verification/consultation review related to trauma care by the American College of Surgeons summarize the findings of that report(s) (emphasizing any recommendations made) and changes made since the review. ATTACH A COPY OF THE REPORT(S).</p>

<p>4.1.4</p>	<p>Clinical laboratory (as it applies to the emergency department and the trauma service):</p> <ul style="list-style-type: none"> a. Does the facility have ready access to, and perform, all clinical lab procedures in the hospital? b. Must certain procedures be done at a facility outside of the hospital? If so, explain fully. c. Are there pre-established protocols for drawing and performing a standard set of diagnostic tests (e.g.: blood, blood gases, blood chemistry, urine, etc.)? <i>IF SO, PLEASE ATTACH A COMPLETE SET AS AN EXHIBIT.</i> <p>If these protocols limit who is permitted to perform these procedures, identify these limits and how they impact response to trauma patients.</p> <ul style="list-style-type: none"> d. What is the current expected time (based on policy) and the actual average time from the request for lab tests to the drawing of the required specimen? (Identify the average time during each shift). <i>PROVIDE COPIES OF POLICIES/REPORTS/AGREEMENTS THAT VALIDATE THE ABOVE.</i> e. What will be the average response time? (Identify the expected average time during each shift). f. What are the average completion and reporting times for the commonly used lab tests? Specify. <i>PROVIDE COPIES OF POLICIES/REPORTS/AGREEMENTS THAT VALIDATE THE ABOVE</i>
<p>4.1.5</p>	<p>Blood and blood products (As it applies to the emergency department and the trauma service):</p> <ul style="list-style-type: none"> a. Identify the expected time (based on policy) and the actual average response time for the delivery of patient specific blood products from time of request. Identify any differences among shifts which exceed fifteen (15) percent. <i>PROVIDE COPIES OF POLICIES/REPORTS/AGREEMENTS THAT VALIDATE THE ABOVE.</i> b. Describe blood banking capabilities and procedures for the procurement of large volumes of blood when necessary. c. Provide a copy of the Massive Transfusion Protocol.
<p>4.1.6</p>	<p>Radiological services (As it applies to the emergency department and the trauma service):</p> <ul style="list-style-type: none"> a. Is there rapid physical access to X-ray facilities? b. Does the facility routinely use portable radiology equipment? c. What is the expected time (based on policy) and the actual average response time from request to delivered x-ray, by shift? <i>PROVIDE X-RAY PROTOCOLS FOR TRAUMA SERVICE REQUESTS PROVIDE COPIES OF POLICIES/REPORTS/AGREEMENTS THAT VALIDATE THE ABOVE.</i> d. What are the expected times (based on policy) and the actual average response times for specialized procedures, such as tomography, angiography, and ultrasound? <i>PROVIDE COPIES OF POLICIES/REPORTS/AGREEMENTS THAT VALIDATE THE ABOVE.</i>

4.1.7	<p>CT scanner:</p> <ol style="list-style-type: none">a. Does the facility have an installed full body CT scanner?b. Where is the CT scanner located in relation to the trauma receiving/resuscitation area (location, time, distance, accessibility)?c. Does the facility currently have a CT scan technician who is promptly available 24 hours per day? If no, explain. If the technician is not available in-house, describe the protocols/procedures for alerting and mobilizing the technician and for determining the appropriateness of the response time.d. As it applies to the emergency department and the trauma service, what is the average response time for interpretation of results from time of request?e. CT Scanner out-of-service record: How many days/hours total has the facility's CT scanner been out of service each month (list separately) for the past twelve (12) months and total outages for the 12 months for the following causes:<ol style="list-style-type: none">1. mechanical reasons2. personnel reasons3. other (explain)f. Show the average time per 24-hour period the installed CT scanner has been out of service over the past 90 days for the following :<ol style="list-style-type: none">1. mechanical reasons2. personnel reasons3. other (explain)g. What provisions has the hospital made to replace or backup the CT scanner when it is out of service? This plan should describe how long the hospital would be without CT scanner capability when the hospital's scanner becomes inoperable.
4.1.8	<p>Interventional Radiology:</p> <ol style="list-style-type: none">a. Does the facility have an interventional radiology facility?b. Does the facility currently have an interventional radiology technician who is promptly available 24 hours per day? If no, explain. If the technician is not available in-house, describe the protocols/procedures for alerting and mobilizing the technician and for determining the appropriateness of the response time.c. What is the response time expectation for interventional radiologist response from the time of notification? How is this monitored?

4.1.9	<p>Helicopter access:</p> <p><i>NOTE: A helipad is required for designation as a Level II trauma center.</i></p> <ul style="list-style-type: none">a. Does the facility have a FAA/CalTrans approved helicopter landing site? If yes, provide the following information. If no, go to “g”, below.b. Is the facility’s helicopter landing site on the same level as the trauma receiving/resuscitation area? If not, is there a designated private control elevator?c. Where is the landing site located? (give distances in feet from trauma receiving/resuscitation area; describe any physical barriers or obstructions such as roadways, parking lots, fences, structures, etc. between the landing site and the entrance to the trauma receiving/resuscitation area).d. Identify the average (realistic) time from the helicopter landing site to the trauma receiving/ resuscitation area. Specify the time from the helicopter landing site to the elevators (if any), and the time from the elevator to the trauma receiving/resuscitation area.e. How is the patient transported to the trauma receiving/resuscitation area from the landing site (e.g.: directly via gurney, via ambulance or special vehicle)? If transport is by ambulance, document the response time to the landing site.f. Comment on ground ambulance availability (if required) and assurances of service to and from helicopter landing site. Describe the procedure to request the ambulance.g. If the facility does not have an approved helicopter landing site, does it have the ability to provide one? Are there any plans for providing an approved site? Does the facility have other temporary arrangements for receiving a trauma patient(s) transported by helicopter?
4.1.10	<p>Communications System:</p> <p>Describe the existing primary and backup communications systems, including:</p> <ul style="list-style-type: none">a. Internal and external alerting/pagingb. Ground ambulance voice communicationsc. Air ambulance and rescue helicopter voice communicationsd. Protocols and procedures for use of the communications system, and persons (by title) permitted to use the communications resource.e. Other communication systems required by Solano County EMS Agency

4.1.11	Hospital organization
	<p>a. Provide a complete list of members of the hospital's governing body.</p> <p>b. Provide an organizational chart which depicts the relationships of all departments and services. Include, as a minimum, the following services or departments:</p> <ul style="list-style-type: none"> • Governing Board • Chief Executive Officer • Department of Surgery • Trauma Service • Department of Medicine • Department of Nursing • Department of Radiology • Department of Pathology • Department of Emergency Services • Department of Pediatrics • Clinical Laboratory Services • Operating Room Department • Department of Education • Department of Rehabilitation.
4.2	Trauma Service
4.2.1	From an operational perspective, justify a designation of the facility as a Level II trauma center.
4.2.2	<p>Trauma service management</p> <p>a. Identify the individual who has been selected as trauma program medical director (chief of trauma) and provide a curriculum vitae demonstrating that this individual meets the minimum standards.</p> <p>b. What full-time equivalency is provided for the position of trauma program medical director (chief of trauma)?</p> <p>c. Identify the individual who has been selected as trauma nurse coordinator/manager and provide a curriculum vitae demonstrating that this individual meets the minimum standards.</p> <p>d. What full-time equivalency is provided for the position of trauma nurse coordinator/manager?</p> <p>e. Describe the staffing pattern for provision of clerical support for the trauma program medical director (chief of trauma) and the trauma nurse coordinator/manager.</p> <p>f. Provide internal policies or job descriptions for the trauma program medical director (chief of trauma), trauma nurse coordinator/manager, trauma registrar, and trauma program administrative assistant.</p>

4.2.3	<p>Trauma Team:</p> <ol style="list-style-type: none"> a. Discuss the make-up, strengths, and weaknesses of the trauma team at the hospital. b. Describe the protocols/procedures for alerting and mobilizing: <ul style="list-style-type: none"> • In-house trauma team personnel and other on-call specialists; • Trauma surgical team; • First and second surgical assistants; • Back-up trauma team(s) c. Explain whether these protocols/procedures apply on all shifts, days, weekdays, weekends, and holidays. Explain any differences which exist. d. What are the average, range, and overall response time both from in-hospital and out-of-hospital (include weekday and weekend/holiday information) over the past twelve months for the personnel listed in subsection b, above? How has this time been verified (please document response times)?
4.2.4	<p>Trauma receiving/resuscitation area:</p> <ol style="list-style-type: none"> a. Describe the facility's designated trauma receiving/ resuscitation area (location, access, size, fixed and portable equipment, operation, date of construction or most recent remodeling, etc.). b. Describe how more than one critically injured trauma patient can be treated concurrently.
4.2.5	<p>Burn and spinal cord injury care:</p> <p>If the facility does not provide comprehensive burn and spinal cord injury treatment and rehabilitation, describe patient transfer policies, protocols and agreements for burns and spinal cord injuries.</p> <p><i>ATTACH COPIES OF SIGNED TRANSFER AGREEMENTS, WHERE APPLICABLE.</i></p>
4.3	Trauma Registry
	<ol style="list-style-type: none"> a. Indicate the institution's commitment to participate in the operation of the trauma registry, including provision of trauma registry information to Solano County EMS Agency. b. What full-time equivalency(ies) is provided for the position(s) of trauma registrar?
4.4	Physician and Nurse Coverage
	<ol style="list-style-type: none"> a. Provide an organization chart showing lines of authority for the trauma service. b. For your trauma director provide: board certification, advanced training, certification, and/or special skills in medicine, administrative services, etc. c. Complete Required Exhibit #3: Trauma Surgeons d. If residents will be used to provide any of the required coverage, describe the residency program. e. Complete Required Exhibit #4: General Surgery Residents f. Complete Required Exhibit #5: Neurosurgeons g. Complete Required Exhibit #6: Orthopedic Surgeons h. Complete Required Exhibit #7: Emergency Physicians i. Complete Required Exhibit #8: Anesthesiology j. Complete Required Exhibit #9: Radiology (Diagnostic and Interventional) k. Complete Required Exhibit #10: Obstetricians/Gynecologists

- l. For your trauma nurse coordinator/manager identify advanced training, certification, and/or special skills in medicine, nursing, administrative services, etc.
- m. For other personnel identified as part of the trauma team identify advanced training, certification, and/or special skills in medicine, nursing, administrative services, etc.
- n. Document institutional policies, procedures, and audit regarding continuing education in trauma for nurses.
- o. Explain emergency physician staffing pattern over the various hours of the day (e.g., multiple physician coverage during regular high census periods).
- p. Indicate the number and percentage of emergency department physicians currently American Board of Medical Specialties (ABMS) certified in emergency medicine.
- q. Document institutional policies, procedures, and audit for continuing medical education for emergency department and trauma service physician staff. **INCLUDE CME SCHEDULE FOR PAST TWELVE MONTHS.**
- r. Describe emergency department and ICU nursing staffing. Explain staffing relationships to acuity and methodology used (e.g. on what bases are the emergency department and ICUs staffed?).
- s. Indicate the number and percentage of critical care nursing staff currently certified as ACLS providers.
- t. Indicate the number and percentage of critical care intensive care unit nursing staff currently Certified Emergency Nurse (CEN) and/or Certified Critical Care Nurse (CCRN), and the number and percentage of ICU nurses who are not CCRNs.
- u. Indicate the number and percentage of emergency department nursing staff currently certified as ACLS providers.
- v. Indicate the number and percentage of emergency department nursing staff currently certified as CENs and/or CCRNs and the number and percentage of ED nurses who are not CENs.
- w. Indicate the number and percentage of emergency department nursing staff that have completed the Emergency Nurses Association's Trauma Nurse Core Curriculum, or equivalent training.
- x. **Physician Back-up Policies/Procedures**
 - 1. Explain the back-up physician/surgeon policies and procedures.
 - 2. Does the facility have back-up procedures beyond the second person on-call?
 - 3. How often is the call-in list updated?
 - 4. What is the percentage of compliance with call-in procedures?
PROVIDE COPIES OF POLICIES/REPORTS/AGREEMENTS THAT VALIDATE THE ABOVE for the previous 12 months.
 - 5. What provision is made for non-compliance with call-in procedures (including delayed responses or failures to respond)?

4.5	Quality Improvement
4.5.1	Describe, in a narrative format, the facility's quality improvement process for trauma care services, including review of patients who are: <ul style="list-style-type: none"> a. Treated and admitted to the hospital; b. Treated and released; c. Treated and transferred to another medical facility; d. Treated but died in the emergency department.
4.5.2	For each of the activities listed in 4.5.3 through 4.5.11, explain: <ul style="list-style-type: none"> a. The frequency of the activity; b. The format of the activity; c. Name/Title of the Chair d. Describe the membership using titles e. Are there attendance requirement? If yes, describe. f. Committee reports to whom? g. Documentation of loop closure. <p><i>DOCUMENT POLICIES DIRECTED AT CORRECTIVE ACTION RESULTING FROM THE ACTIVITY.</i></p>
4.5.3	Special audit for trauma deaths
4.5.4	Morbidity and mortality conference
4.5.5	Multidisciplinary trauma conference
4.5.6	Trauma nursing audit
4.5.7	Utilization review of trauma cases
4.5.8	Medical records review of trauma cases
4.5.9	Tissue review
4.5.10	Disaster or multi-casualty incident planning and exercises
4.5.11	Review of cost, by diagnosis, of trauma cases
4.5.12	Identify the person(s) responsible for coordination of the overall quality improvement activities for the trauma service; provide curriculum vitae and describe organizational relationships.
4.6	Outreach Program
4.6.1	Describe the protocol for telephone and/or on-site consultation requests from community physicians and providers in the service area. What is the specialty and training level of the physicians who will respond to these requests?
4.6.2	What mechanisms exist or will be established to ensure the appropriateness and efficiency of the advice which is rendered?
4.6.3	What formal mechanisms exist or will be established to provide referring hospitals or physicians with feedback (e.g., information regarding definitive diagnosis, course of treatment, patient outcome, etc.).

4.6.4	<p>Describe public information and education activities which are or have been conducted or sponsored regarding the following:</p> <ul style="list-style-type: none">a. How to enter the trauma systemb. Use of universal emergency access number (9-1-1)c. Injury preventiond. Standard first aide. Disaster preparednessf. Cardiopulmonary resuscitation and AED trainingg. Problems confronting the public regarding optimal care for the injured.h. What is the training level of the person(s) responsible for public information and education activities? <p><i>PROVIDE SCHEDULE FOR PAST THREE MONTHS AND DESCRIBE OUTREACH EFFORTS</i></p>
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4.7	Training Program
4.7.1	Summarize and document formal training activities in continuing trauma education which have been provided during the past 2 years, providing schedules, curricula and program outlines, where available, for: <ul style="list-style-type: none"> a. Staff physicians b. Resident physicians c. Community physicians d. Emergency department nurses e. Surgical nurses f. Intensive care nurses g. Prehospital care personnel
4.7.2	Indicate plans for future formal training programs in continuing trauma education for the above groups. For paramedic students and paramedics, this will include primary education and continuing education as required by Solano County EMS Agency, including the performance of procedures on hospital patients, including insertion of intravenous catheters, endotracheal intubation, and other advanced airway devices.
4.7.3	Provide the agreement for clinical training with the Solano College Paramedic Program and describe, in narrative form, the manner in which paramedic students conduct their clinical training activities, to include departments and physician management.
4.7.4	Describe institutional policies and activities for provision of continuing trauma education to physician and nursing staff at referring hospitals and prehospital care providers in the area. <i>PROVIDE SCHEDULE FOR PAST THREE MONTHS AND DESCRIBE TRAINING ACTIVITIES.</i>
4.8	Diversion/Saturation Policy
	Describe, in narrative form, the PROPOSER's policy, including transfer policies, for situations when, due to saturation, the hospital does not have appropriate resources for initial treatment/stabilization. <ul style="list-style-type: none"> a. Indicate the method by which trauma patients will be managed if there is no operating room available. b. Who in the hospital can authorize this response to trauma saturation? c. How is it reviewed? d. How will the plan be amended if the applicant is designated as a trauma center? <i>ATTACH A COPY OF THE APPLICANT'S TRAUMA SATURATION PLAN/POLICY.</i>
4.9	Special Facilities, Resources, And Capabilities
4.9.1	Describe, in narrative form, the special facilities, resources, and/or capabilities of the facility. Include clear copies of all licenses, special permits, and other documentation.
4.9.2	Describe, in narrative form, the surgical specialties and sub-specialties which are currently available to the hospital, including, but not limited to: Neurosurgery, Orthopedic, and Labor & Delivery.
4.9.3	Describe, in narrative form, the non-surgical specialties and sub-specialties which are currently available to the hospital, including, but not limited to: Social Services, Drug & Alcohol Rehabilitation, and Geriatrics.
4.9.4	Describe, in narrative form, the clinical laboratory services which are available.
4.9.5	Describe, in narrative form, the pathology laboratory services which are available.

4.9.6	Describe the Emergency Department staffing to accommodate paramedic/prehospital personnel call volume. Explain the working relationship between the Emergency Department staff and paramedics/prehospital personnel.
4.9.7	Describe, in narrative form, the policies and procedures in place to ensure necessary continuity of care for patients after release following acute injury care.

4.10	Continuity Of Operations
	<ul style="list-style-type: none">a. Describe, in narrative form, your Continuity of Operations Plan.b. Explain how your hospital has prepared to continue operations, and service/product delivery, in the event of an unforeseen emergency in compliance with CA Department of Public Health Hospital Preparedness and The Joint Commission.c. Also, explain how your hospital will provide assistance to Solano County should Solano County operations be impacted by an unforeseen emergency.

Appendix 5: Level II Trauma Center Minimum Standards

All proposers must meet the minimum standards for a Level II trauma center. Responses to these standards are demonstrated in Appendix 4 responses.

DEFINITIONS
CHIEF OF TRAUMA or TRAUMA PROGRAM MEDICAL DIRECTOR: Means the physician who has been vested by the trauma center with primary responsibility and granted necessary authority for clinical services related to trauma care, including quality improvement.
EMERGENCY DEPARTMENT or EMERGENCY ROOM: Means the area of a licensed general acute care hospital that customarily receives patients in need of emergency medical evaluation and/or care.
TRAUMA CENTER or DESIGNATED TRAUMA CENTER: Means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the local EMS agency, in accordance with California Code of Regulations Title 22, Division 9, Chapter 7 §100248. Designation received by a hospital after undergoing extensive review from the Local EMS Agency and complying with the appropriate State of California regulations. These hospitals provide trauma data to Solano County EMS Agency. Solano County EMS Agency Policy #5900
IMMEDIATELY AVAILABLE: Means <ol style="list-style-type: none">Unencumbered by conflicting duties or responsibilities;Responding without delay when notified; andBeing within the specified area of the trauma center when the patient is delivered, as defined by California Code of Regulations Title 22, Division 9, Chapter 7 §100237.
ON-CALL: Means agreeing to be available to respond to the trauma center in order to provide a defined service, as defined by California Code of Regulations Title 22, Division 9, Chapter 7 §100240.
PROMPTLY AVAILABLE: Means: <ol style="list-style-type: none">Responding without delay when notified and requested to respond to the hospital; andBeing physically available to the specified area of the trauma center within a period of time that is medically prudent and in accordance with local EMS agency policies and procedures as defined by California Code of Regulations Title 22, Division 9, Chapter 7 §100241.
TRAUMA SERVICE: Means a clinical service established by the organized medical staff of a trauma center that has oversight and responsibility of the care of the trauma patient. It includes, but is not limited to, direct patient care services, administration, and as needed, support functions to provide medical care to injured persons as defined by California Code of Regulations Title 22, Division 9, Chapter 7 §100250.
PEDIATRIC TRAUMA CENTER: Designation received by a hospital after undergoing extensive review from the Local EMS Agency and complying with the appropriate State of California regulations. These hospitals provide trauma data to Solano County EMS Agency. Solano County EMS Agency Policy #5900

QUALIFIED SPECIALIST or QUALIFIED SURGICAL SPECIALIST or QUALIFIED NON-SURGICAL SPECIALIST: Means a physician licensed in California who is board certified in a specialty by the American Board of Medical Specialties, the Advisory Board for Osteopathic Specialties, a Canadian board or other appropriate foreign specialty board as determined by the American Board of Medical Specialties for that specialty. California Code of Regulations Title 22, Division 9, Chapter 7 §100242.

Upon request of the trauma program medical director (chief of trauma) of a trauma center, a non-board certified physician may be recognized as a “qualified specialist” by the SCEMSA Medical Director upon substantiation of need by a trauma center if:

- a. The physician can demonstrate to the appropriate hospital body and the hospital is able to document that he/she has met requirements which are equivalent to those of the Accreditation Council for Graduate Medical Education (ACGME) or the Royal College of Physicians and Surgeons of Canada;
- b. The physician can clearly demonstrate to the appropriate hospital body that he/she has substantial education, training, and experience in treating and managing trauma patients which shall be tracked by the trauma quality improvement program; and
- c. The physician has successfully completed a residency program,
- d. The physician can meet the “alternative pathway criteria” associated with the specialty as confirmed by the American College of Surgeons during the trauma center verification process.

INCLUDE A STATEMENT EXPLAINING WHY THIS INDIVIDUAL(S) IS NOT BOARD CERTIFIED AND WHY BOARD CERTIFIED SPECIALISTS ARE NOT AVAILABLE.

SENIOR RESIDENT or SENIOR LEVEL RESIDENT: Means a physician licensed in the State of California who has completed at least two (2) years of the residency (PGY 3) under consideration and has the capability of initiating treatment, including surgery, when the clinical situation demands, and who is in training as a member of a residency program affiliated with the trauma center which has been approved by the appropriate Residency Review Committee of the Accreditation Council on Graduate Medical Education. Residents in general surgery shall have completed three (3) years of residency (PGY 4) in order to be considered a senior resident.

TRAUMA RESUSCITATION AREA: Means a designated area within the trauma center where trauma patients are evaluated upon arrival. California Code of Regulations Title 22, Division 9, Chapter 7 §100249.

TRAUMA TEAM: Means the multidisciplinary group of personnel who have been designated to collectively render care for trauma patients at a designated trauma center. The trauma team consists of physicians, nurses and allied health personnel. The composition of the trauma team may vary in relationship to trauma center designation level and severity of injury which leads to trauma team activation. California Code of Regulations Title 22, Division 9, Chapter 7 §100251.

Receiving Hospital: Is a system hospital with a Basic Emergency Department as defined in the appropriate State of California regulations. Solano County EMS Agency Policy #5900.

Standards	
5.1	A Trauma Program Medical Director who is a board-certified surgeon, whose responsibilities include, but are not limited to, factors that affect all aspects of trauma care such as:
	<ul style="list-style-type: none"> a. Recommending trauma team physician privileges; b. Working with nursing and administration to support the needs of trauma patients; c. Developing trauma treatment protocols; d. Determining appropriate equipment and supplies for trauma care; 5. ensuring the development of policies and procedures to manage domestic violence, elder and child abuse and neglect; e. Having authority and accountability for the quality improvement peer review process; f. Correcting deficiencies in trauma care or excluding from trauma call those trauma g. Team members who no longer meet standards; h. Coordinating pediatric trauma care with other hospital and professional services; i. Coordinating with local and State EMS agencies; j. Assisting in the coordination of the budgetary process for the trauma program; and k. Identifying representatives from neurosurgery, orthopedic surgery, emergency medicine, pediatrics and other appropriate disciplines to assist in identifying physicians from their disciplines who are qualified to be members of the trauma program.
5.2	A Trauma Nurse Coordinator/Manager who is a registered nurse with qualifications including evidence of educational preparation and clinical experience in the care of the adult and/or pediatric trauma patient, administrative ability, and responsibilities that include but are not limited to:
	<ul style="list-style-type: none"> a. Organizing services and systems necessary for the multidisciplinary approach to the care of the injured patient; b. Coordinating day-to-day clinical process and performance improvement as it pertains to nursing and ancillary personnel; and c. Collaborating with the trauma program medical director in carrying out the educational, clinical, research, administrative and outreach activities of the trauma program.
5.3	A trauma service which can provide for the implementation of the requirements and provide for coordination with the local EMS agency.
5.4	A trauma team, which is a multidisciplinary team responsible for the initial resuscitation and management of the trauma patient.
5.5	Department(s), division(s), service(s) or section(s) that include at least the following surgical specialties, which are staffed by qualified specialists:
	<ul style="list-style-type: none"> a. General; b. Neurologic; c. Obstetric/gynecologic; d. Ophthalmologic; e. Oral or maxillofacial or head and neck; f. Orthopedic; g. Plastic; and h. Urologic

5.6	Department(s), division(s), service(s) or section(s) that include at least the following non-surgical specialties, which are staffed by qualified specialists:
	<ul style="list-style-type: none"> a. Anesthesiology; b. Internal medicine; c. Pathology; d. Psychiatry; and e. Radiology
5.7	An emergency department, division, service or section staffed with qualified specialists in emergency medicine who are immediately available.
5.8	Qualified surgical specialist(s) or specialty availability, which shall be available as follows:
5.8.1	A general surgeon capable of evaluating and treating adult and pediatric trauma patients shall be immediately available for trauma team activation and promptly available for consultation;
5.8.2	<p>On-call and promptly available:</p> <ul style="list-style-type: none"> a. Neurologic; b. Obstetric/gynecologic; c. Ophthalmologic; d. Oral or maxillofacial or head and neck; e. Orthopedic; f. Plastic; g. Reimplantation/microsurgery capability. This surgical service may be provided through a written transfer agreement; and h. Urologic
	<i>Requirements (5.8.1 and 5.8.2) may be fulfilled by supervised senior residents as defined above who are capable of assessing emergent situations in their respective specialties.</i>
	<p>When a senior resident is the responsible surgeon:</p> <ul style="list-style-type: none"> a. the senior resident shall be able to provide the overall control and surgical leadership necessary for the care of the patient, including initiating surgical care; b. a staff trauma surgeon or a staff surgeon with experience in trauma care shall be on-call and promptly available; c. a staff trauma surgeon or a staff surgeon with experience in trauma care shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the emergency department for major resuscitations and in the operating room for all trauma operative procedures.
5.8.3	<p>Available for consultation or consultation and transfer agreements for adult and pediatric trauma patients requiring the following surgical services:</p> <ul style="list-style-type: none"> a. Burns; b. Cardiothoracic; c. Pediatric; d. Reimplantation/microsurgery; and e. Spinal cord injury.

5.9.	Qualified non-surgical specialist(s) or specialty availability, which shall be available as follows:
5.9.1	Emergency medicine, in-house and immediately available at all times. This requirement may be fulfilled by supervised senior residents, as defined in Section 100245 of this Chapter, in emergency medicine, who are assigned to the emergency department and are serving in the same capacity. In such cases, the senior resident(s) shall be capable of assessing emergency situations in trauma patients and of providing for initial resuscitation. Emergency medicine physicians who are qualified specialists in emergency medicine and are board certified in emergency medicine shall not be required by the local EMS agency to complete an advanced trauma life support (ATLS) course. Current ATLS verification is required for all physicians who provide emergency trauma care and are qualified specialists in a specialty other than emergency medicine.
5.9.2	Anesthesiology. Level II shall be promptly available with a mechanism established to ensure that the anesthesiologist is in the operating room when the patient arrives. This requirement may be fulfilled by senior residents or certified registered nurse anesthetists who are capable of assessing emergent situations in trauma patients and of providing any indicated treatment and are supervised by the staff anesthesiologist. In such cases, the staff anesthesiologist on-call shall be advised about the patient, be promptly available at all times, and be present for all operations.
5.9.3	Radiology, promptly available; and
5.9.4	Available for consultation: <ul style="list-style-type: none"> a. Cardiology; b. Gastroenterology; c. Hematology; d. Infectious diseases; e. Internal medicine; f. Nephrology; g. Neurology; h. Pathology; and i. Pulmonary medicine
5.10.	Radiological service. The radiological service shall have immediately available a radiological technician capable of performing plain film and computed tomography imaging. A radiological service shall have the following additional services promptly available:
	<ul style="list-style-type: none"> a. Angiography; and b. Ultrasound.
5.11.	Clinical laboratory service. A clinical laboratory service shall have:
	<ul style="list-style-type: none"> a. A comprehensive blood bank or access to a community central blood bank; and b. Clinical laboratory services immediately available.
5.12.	Surgical service. A surgical service shall have an operating suite that is available or being utilized for trauma patients and that has:
5.12.1	Operating staff who are promptly available unless operating on trauma patients and back-up personnel who are promptly available; and
5.12.2	Appropriate surgical equipment and supplies as determined by the trauma program medical director.

5.13.	A Level II trauma center shall have a basic or comprehensive emergency service which has special permits issued pursuant to Chapter 1, Division 5 of Title 22. The emergency service shall:
	<ul style="list-style-type: none"> a. Designate an emergency physician to be a member of the trauma team; b. Provide emergency medical services to adult and pediatric patients; and c. Have appropriate adult and pediatric equipment and supplies as approved by the director of emergency medicine in collaboration with the trauma program medical director.
5.14.	In addition to the special permit licensing services, a Level II trauma center shall have, pursuant to Section 70301 of Chapter 1, Division 5 of Title 22 of the California Code of Regulations, the following approved supplemental services:
5.14.1	<p>Intensive Care Service:</p> <ul style="list-style-type: none"> a. The ICU shall have appropriate equipment and supplies as determined by the physician responsible for the intensive care service and the trauma program medical director; b. The ICU shall have a qualified specialist promptly available to care for trauma patients in the intensive care unit. The qualified specialist may be a resident with two (2) years of training who is supervised by the staff intensivist or attending surgeon who participates in all critical decision making; and c. The qualified specialist in (2), above, shall be a member of the trauma team.
5.14.2	Burn Center. This service may be provided through a written transfer agreement with a Burn Center.
5.14.3	Physical Therapy Service. Physical therapy services to include personnel trained in physical therapy and equipped for acute care of the critically injured patient.
5.14.4	Rehabilitation Center. Rehabilitation services to include personnel trained in rehabilitation care and equipped for acute care of the critically injured patient. These services may be provided through a written transfer agreement with a rehabilitation center.
5.14.5	Respiratory Care Service. Respiratory care services to include personnel trained in respiratory therapy and equipped for acute care of the critically injured patient.
5.14.6	Acute hemodialysis capability.
5.14.7	Occupational therapy service. Occupational therapy services to include personnel trained in occupational therapy and equipped for acute care of the critically injured patient.
5.14.8	Speech therapy service. Speech therapy services to include personnel trained in speech therapy and equipped for acute care of the critically injured patient.
5.14.9	Social Services. Social Services including case management to ensure continuity of care post release and other services as required for patient care.
5.14.10	Labor and delivery services Labor and delivery services to include personnel competent and practiced in labor and delivery care for mothers and neonates and equipped for acute care of the critically injured patient.

5.15.	A trauma center shall have the following services or programs that do not require a license or special permit.
5.15.1	Pediatric Service. In addition to the requirements in Division 5 of Title 22 of the California Code of Regulations, the pediatric service providing in-house pediatric trauma care shall have: <ul style="list-style-type: none"> a. A pediatric intensive care unit approved by the California State Department of Health Services' California Children Services (CCS); or a written transfer agreement with an approved pediatric intensive care unit. Hospitals without pediatric intensive care units shall establish and utilize written criteria for consultation and transfer of pediatric patients needing intensive care; and b. A multidisciplinary team to manage child abuse and neglect.
5.15.2	Acute spinal cord injury management capability. This service may be provided through a written transfer agreement with a Rehabilitation Center;
5.15.3	Protocol to identify potential organ donors as described in Division 7, Chapter 3.5 of the California Health and Safety Code;
5.15.4	An outreach program, to include: <ul style="list-style-type: none"> a. capability to provide both telephone and on-site consultations with physicians in the community and outlying areas; and b. trauma prevention for the general public;
5.15.5	Written interfacility transfer agreements with referring and specialty hospitals;
5.15.6	Continuing education. Continuing education in trauma care shall be provided for: <ul style="list-style-type: none"> a. Staff physicians; b. Staff nurses; c. Staff allied health personnel; d. EMS personnel; and e. Other community physicians and health care personnel.
5.16.	A quality improvement process to include structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process. In addition the process shall include:
5.16.1	A detailed audit of all trauma-related deaths, major complications and transfers (including interfacility transfer);
5.16.2	A multidisciplinary trauma peer review committee that includes all members of the trauma team;
5.16.3	Participation in the trauma system data management system;
5.16.4	Participation in the local EMS agency trauma evaluation committee; and
5.16.5	A written system in place for patients, parents of minor children who are patients, legal guardian(s) of children who are patients, and/or primary caretaker(s) of children who are patients to provide input and feedback to hospital staff regarding the care provided to the child.
5.16.6	Following of applicable provisions of Evidence Code Section 1157.7 to ensure confidentiality.
5.16.7	SEMSC must be provided access to any and all data pertaining to the care of injured patients, all quality improvement minutes or findings, and may attend any and all quality improvement meeting.

5.17	Surgical commitment is essential for a properly functioning trauma center.
5.18	The trauma director must have responsibility and authority for determining each general surgeon's ability to participate on the trauma panel based on an annual review.
5.19	It is expected that the surgeon will be in the emergency department on patient arrival, with adequate notification from the field. The program must demonstrate that the surgeon's presence is in compliance at least 80% of the time. Demonstration of the attending surgeon's prompt arrival for patients with appropriate activation criteria must be monitored by the hospital's trauma Performance Improvement and Patient Safety program.
5.20	The trauma surgeon on call must be dedicated to the trauma center (unencumbered by conflicting duties or responsibilities) while on duty.
5.21	The hospital has the commitment of the institutional governing body and the medical staff to become a trauma center.
5.22	The multidisciplinary trauma program continuously evaluates its processes and outcomes to ensure optimal and timely care.
5.23	The trauma medical director is either a board-certified surgeon or an ACS Fellow.
5.24	The trauma medical director participates in trauma call.
5.25	The trauma director has the authority to correct deficiencies in trauma care or exclude from trauma call the trauma team members who do not meet specified criteria.
5.26	Seriously injured patients are admitted or evaluated by an identifiable surgical service staffed by credentialed providers.
5.27	There is sufficient infrastructure and support to the trauma service to ensure adequate provision of care.
5.28	There is a multidisciplinary peer review committee chaired by the trauma medical director or designee, with representatives from appropriate subspecialty services.
5.29	There must be a Trauma Program Operational Process Performance Improvement Committee.
5.30	The trauma medical director has responsibility and authority to ensure compliance with verification requirements.
5.31	The trauma surgeon on call must be dedicated to the trauma service while on duty.
5.32	An attendance threshold of 80% must be met for trauma surgeon presence in the emergency department.
5.33	There is a multidisciplinary peer review committee with participation from general surgery, orthopedic surgery, neurosurgery, emergency medicine, and anesthesia.
5.34	The emergency department has a designated emergency physician director supported by an appropriate number of additional physicians to ensure immediate care for injured patients.
5.35	A neurosurgical liaison is designated.
5.36	Neurotrauma care is promptly, within 30 minutes, and continuously available for severe traumatic brain injury and spinal cord injury and for less severe head and spine injuries when necessary.
5.37	The hospital provides an on-call neurosurgical backup scheduled with formally arranged contingency plans in case the capability of the neurosurgeon, hospital, or system to care for neurotrauma patients is overwhelmed. This is not required if the trauma center applicant projects that fewer than 25 emergency neurosurgical trauma procedures (excluding intracranial pressure monitors) will be done within 24 hours of admission per year. #6
5.38	An attending neurosurgeon is promptly available to the hospital's trauma service when neurosurgical consultation is requested.

5.39	Qualified neurosurgeons are regularly involved in the care of head- and spinal cord- injured patients and are credentialed by the hospital with general neurosurgical privileges.
5.40	Level II centers provide sufficient resources, including instruments, equipment, and personnel, for modern musculoskeletal trauma care, with readily available operating rooms for musculoskeletal trauma procedures.
5.41	Operating rooms are promptly available to allow for emergency operations on musculoskeletal injuries, such as open fracture debridement and stabilization and compartment decompression.
5.42	There is an orthopedic surgeon who is identified as the liaison to the trauma program.
5.43	Anesthesiology services are promptly available for airway problems.
5.44	There is an anesthesiologist liaison designated to the trauma program.
5.45	When anesthesiology chief residents or CRNAs are used to fulfill availability requirements, the staff anesthesiologist on call is <ul style="list-style-type: none"> a. Advised, b. Promptly available at all times, and c. Present for all operations.
5.46	In trauma centers without in-house anesthesia services, protocols are in place to ensure the timely arrival at the bedside to the anesthesia provider.
5.47	In a center without anesthesia services, there is documentation of the presence of physicians skilled in emergency airway management.
5.48	All anesthesiologists taking call have successfully completed anesthesiology residency.
5.49	The anesthesia liaison has been identified.
5.50	There is a mechanism for providing additional staff for a second operating room when the first operating room is occupied.
5.51	The operating room is adequately staffed and readily available. The operating room has the essential equipment.
5.52	Trauma centers have the necessary equipment for a craniotomy.
5.53	The PACU has qualified nurses available 24 hours per day as needed during the patient's post-anesthesia recovery phase.
5.54	The PACU has the necessary equipment to monitor and resuscitate patients.
5.55	Radiologists are promptly available, in person or by teleradiology, when requested, for the interpretation of radiographs, performance of complex imaging studies, or interventional procedures.
5.56	Conventional radiography and CT are available 24 hours per day.
5.57	There is an in-house radiographer.
5.58	Physician coverage of critically ill trauma patients must be promptly available 24 hours per day.
5.59	Physicians must be capable of a rapid response to deal with urgent problems as they arise in critically ill trauma patients.
5.60	The trauma service retains responsibility for patients and coordinates all therapeutic decisions appropriate for its level.
5.61	The trauma surgeon is kept informed of and concurs with major therapeutic and management decisions made by the ICU team.
5.62	A qualified nurse is available 24 hours per day to provide care during the ICU phase.
5.63	The ICU has the necessary equipment to monitor and resuscitate patients.
5.64	Intracranial pressure monitoring equipment is available.
5.65	A respiratory therapist is available to care for trauma patients 24 hours per day.
5.66	Laboratory services are available 24 hours per day for the standard analyses of blood, urine, and other body fluids, including microsampling when appropriate.

5.67	The blood bank must be capable of blood typing and cross matching.
5.68	The blood bank must have an adequate supply of red blood cells, fresh frozen plasma, platelets, cryoprecipitate, and appropriate coagulation factors to meet the needs of injured patients.
5.68	The capability for coagulation studies, blood gases, and microbiology must be available 24 hours per day.
5.69	The hospital must provide physical therapy services.
5.70	The Performance Improvement and Patient Safety process demonstrates the appropriate care or response by providers.
5.71	Trauma registry data are collected and analyzed using a SEMSC approved trauma registry program.
5.72	The trauma center demonstrates a clearly defined Performance Improvement and Patient Safety program for the trauma population.
5.73	The Performance Improvement and Patient Safety program is supported by a reliable method of data collection that consistently gathers valid and objective information necessary to identify opportunities for improvement.
5.74	The process of analysis occurs at regular intervals to meet the needs of the program.
5.75	The results of analysis define corrective strategies.
5.76	The results of analysis and corrective strategies are documented.
5.77	The trauma program is empowered to address issues that involve multiple disciplines.
5.78	The trauma program has adequate administrative support and defined lines of authority that ensure comprehensive evaluation of all aspects of trauma care.
5.79	The trauma program has a medical director with the authority and administrative support to lead the program.
5.80	The trauma medical director has sufficient authority to set the qualifications for the trauma service members.
5.81	The trauma medical director has sufficient authority to recommend changes for the trauma panel based upon performance reviews.
5.82	Identified problem trends undergo multidisciplinary peer review by the Trauma Peer Review Committee.
5.83	The trauma center is able to separately identify the trauma patient population for review.
5.84	There is a process to address trauma program operational issues.
5.85	There is documentation reflecting the review of operational issues and, when appropriate, the analysis and proposed corrective actions.
5.86	The process identifies problems.
5.87	The process demonstrates problem resolution (loop closure).
5.88	There is a trauma multidisciplinary peer review committee with participation by the trauma medical director or designee and representatives from general surgery, orthopedic surgery, neurosurgery, emergency medicine, and anesthesia.
5.89	Deaths are systematically categorized as preventable, non-preventable, or potentially preventable.
5.90	When a consistent problem or inappropriate variations identified, corrective actions are taken and documented.

Appendix 6: Declarative Statements

Each proposal should contain a declarative statement, attesting to the PROPOSER's intent to fulfill the following obligations associated with and arising from designation as a trauma center. Specific agreement is required:

- 6.1 To maintain those resources, services and personnel, which comply with the contractual designation as a trauma center and which are contained in this proposal.
- 6.2 To accept all major trauma victims, as defined in Solano County EMS Policy 6105, including those transferred from hospitals, regardless of the patient's ability to pay for medical care or hospitalization (limited only to those patients whom the facility is medically capable of treating) and to insure prompt transfer of patients when medically indicated. This requirement shall include unsponsored or medically indigent patients (regardless of county of origin), patients who are insured under MediCal or MediCare, other third party insurers, persons who are self-insured, or the uninsured
- 6.3 To provide in-patient care until the patient no longer meets acute criteria and can be discharged to home or to the appropriate level of care. #19
- 6.4 To ensure that all trauma patients will be accepted and provided appropriate medical treatment by appropriate staff physicians regardless of ability to pay physician fees.
- 6.5 To ensure that patients who are members of recognized health maintenance organizations (or other managed care arrangements) may be promptly transferred to a hospital of that organization when such transfer is deemed prudent and medically indicated by the trauma physicians in charge of the major trauma victim's care in consultation with a physician representing the health maintenance organization.
- 6.6 To ensure that patients who are covered by MediCal may be transferred to a MediCal contract (or approved) hospital, if the trauma center is not a MediCal contract (or approved) hospital, when such transfer is deemed prudent and medically indicated by the trauma physicians in charge of the major trauma victim's care in consultation with a physician representing a MediCal contract (or approved) hospital.
- 6.7 To provide Solano County EMS Agency with patient care and other data, in a form prescribed by Solano County EMS Agency, as determined by Solano County EMS Agency Policy 1403 (Trauma Data Elements) for system management, medical audit, operations research and evaluation purposes and other purposes, as determined by Solano County EMS Agency.
- 6.8 To permit periodic announced and unannounced site surveys of its facilities by Solano County EMS Agency, or its designated representatives, for the purpose of monitoring contract compliance, quality of care, and adherence to performance standards during the designation period.
- 6.9 To document, and provide to Solano County EMS Agency when requested, the current financial statement or latest annual report showing the financial viability to perform the requirements of a trauma center. In addition, Solano County EMS Agency reserves the right to request on site review of the annual operating costs of the proposed trauma care service, identifying direct and indirect costs separately, and identifying personnel as a separate line item over and above current costs. All financial data will be clearly stated and itemized. #20

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- 6.10 To document, and provide to Solano County EMS Agency when requested, hospital charges for patients. In addition, Solano County EMS Agency reserves the right to request on site review of the hospital charges per patient, the actual collections, reimbursements, sources of payment and aggregate totals. This does not apply to physician billings or reimbursements if such billings are separate from and not related to hospital costs for trauma care. #21
 - 6.11 To acknowledge that, where specific individuals have been identified to assume responsibility for a component of the trauma center's performance, said individual has been permanently and formally appointed. Exceptions should be clearly stated in the proposal.
 - 6.12 To pay Solano County EMS Agency the annual trauma center designation fee which is adopted by the SEMSC, for each year for which the hospital is designated by contract as a trauma center.
 - 6.13 If unsuccessful in a future request for proposals for designation as a Level II trauma center, use best efforts to continue to operate as a Level II trauma center at the level that is in place at the time of the subsequent RFP or application, during any appeal or legal challenge, and the start-up period for the new trauma center. #12
 - 6.14 Trauma Center will need to make Operating Room endotracheal intubations with Anesthesiologist and Emergency Department, Pediatric and Obstetrics observation and practice available to prehospital care personnel as needed for training and currency.

**Appendix 7: Statements Of Commitment To Perform And Fulfill Responsibilities
Arising From Designation**

Does (name of hospital) provide the following services, meeting Level II trauma center standards as described in this proposal?

1. General Surgery Department		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
2. Trauma Service		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
3. Emergency Department		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
4. Anesthesiology Department		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
5. Intensive Care Unit For Trauma Patients		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
6. Burn Care		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		

7. Pediatrics		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
8. Physical Therapy		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
9. Rehabilitation Medicine		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
10. Acute Hemodialysis Capability		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
11. Spinal Cord Injury Management Capability		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
12. Clinical Laboratory and Pathology Laboratory		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		
13. Radiology		
Yes		
No		
	/s/ Medical Director	Date
Name and title:		

14. Labor and Delivery		
Yes		
No		
	/s/ Medical Director	Date

Appendix 8: Data Requirements

Statistical and cost data	2011	2012
a. Total number of trauma admissions, by month		
b. Average length of stay for total hospital trauma admits		
c. Average occupancy rate, by month		
d. Number of major trauma victims who are believed to meet trauma triage guidelines or having an injury severity score of greater than 16, who were admitted or who were transferred after emergency department treatment.		
e. Average length of stay for major trauma victims in the following areas:		
1. Trauma patients in the ICU #10		
2. Total major trauma victims #10		
f. Number of emergency (non-elective) surgical procedures performed within 24 hours of admission in 2011 and 2012 (to date) for the following categories		
1. Neurosurgical		
• a) Head		
• b) Spinal cord		
2. Chest		
3. Abdominal		
4. Musculoskeletal		
5. Multiple injury		
6. Total major trauma victims		
g. Number of emergency admissions in 2011 and 2012 (to date) for the following categories#2 :		
1. Burns (ICD-9 codes 940.0 to 949.5)		
2. Spinal cord injuries (ICD-9 codes 806.0 to 806.9, 952.0 to 952.9)		
3. Head injuries (ICD-9 codes 800, 801, 803, 804, 805 to 854, 907)		
4. Revised Trauma Score of less than 4 in any of the categories (e.g. Glasgow Coma Score of less than 13, systolic blood pressure of less than ninety, or respiratory rate of greater than 29 or less than 10).		

Statistical and cost data (cont.)	2011	2012
h. Number of children, meeting triage criteria, seen in 2011 and 2012 (to date):		
1. Birth to five years old		
2. Six through fifteen years old		
3. Sixteen through eighteen years old		

*to date

Hospital licensing laws and regulations	Yes	No
Has the hospital been investigated or cited by the California Department of Health Services in the past twenty-four (24) months for any violation(s) of California laws or regulations pertaining to hospital licensure? If yes, describe any and all such instances and corrective actions taken.		
Fiscal impact	2011	2012
a. Median (all inclusive) charge per patient day in ICU for major trauma victims		
b. Median (all inclusive) charge per patient day in medical-surgical for major trauma victims		
c. Current operating room rates, per hour		
d. Identify all new and implementing costs involved in implementing trauma center criteria. Separate personnel, non-personnel, capital (over \$1,000) and minor equipment (\$1,000 or less) costs. This information will be provided for on-site review as described in Section 3.3.8 – Part 8. #23		
e. Provide an annual operating budget for the proposed trauma center, identifying the marginal costs of the trauma center. Identify all individual personnel costs, by line item, and related expenses in a separate trauma service budget. Provide a copy of the physician contract detailing on-call and in-house responsibility. Identify all direct costs separately from indirect expenses. This information will be provided for on-site review as described in Section 3.3.8 – Part 8. #24		

Appendix 9: Required Attachments

The following attachments are required as part of the trauma center designation proposal. Label all attachments clearly.

- 9.1 List all surgeons who are on-call and immediately available for general surgery for trauma cases 24 hours a day. Include the current month's schedule.
Provide the current curriculum vitae and board certifications of all surgeons listed.
For residents, show post-graduate year and institutional certification.
- 9.2 List all surgeons who are on-call and promptly available for specialties listed in Section 5.8.2 of the trauma center standards (Appendix 5). Include the current month's call schedule.
Provide the current curriculum vitae and board certifications of all surgeons listed as providing neurosurgical coverage. For residents, show post-graduate year and institutional certification.
- 9.3 List all non-surgical specialists available as shown in Section 5.9.4 of the trauma center standards (Appendix 5).^{#13}
- 9.4 List the emergency physicians who are in-house and immediately available. Include the current month's work schedule.^{#15}
Provide the current curriculum vitae and board certifications of all emergency physicians listed.
- 9.5 List the intensive care/hospitalist physicians who provide 24-hour a day in-house coverage or who are immediately available within the hospital.
- 9.6 List the physicians who are available within the hospital 24-hours a day for the post-anesthetic recovery room.
- 9.7 Provide a signed transfer agreement with a burn center(s), if applicable. If not applicable, state so and explain.
- 9.8 Provide a signed transfer agreement with a spinal cord treatment center(s), if applicable. If not applicable, state so and explain.
- 9.9 Provide a signed transfer agreement with a rehabilitation center(s), if applicable. If not applicable, state so and explain.
- 9.10 Provide signed transfer agreement(s) with a hospital(s) with a California Children's Services (CCS) approval pediatric intensive care unit and a pediatric trauma center(s), if applicable. If not applicable, state so and explain.
- 9.11 Describe the facility's system of trauma patient care from initial notification by ambulance personnel or base hospital of impending patient arrival to final disposition. Trauma care protocols and flow diagrams may be used where they are applicable.
- 9.12 Include a statement, which is signed by the Chief of Surgery, that s/he has judged the surgeon(s) and senior surgical residents (if applicable) listed in Section 9.1, above, by name, as having special competence to assess emergent situations in trauma, the authority and ability to initiate diagnostic procedures and treatment, including surgery when the clinical situation demands, and the ability to provide the overall control and surgical leadership necessary for the care of the trauma patient.

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- 9.13 Include a statement, which is signed by the Chief of Neurosurgery, that s/he has judged the surgeon(s) and senior surgical residents (if applicable), listed in Section 9.2, above, by name, as having special competence to care for patients with nervous system trauma and who is/are capable of initiating measures directed towards stabilizing the patient and initiating diagnostic procedures.
 - 9.14 If senior surgical residents are to be utilized, include a statement signed by the chief of the department of surgery attesting that senior surgical residents, by name, have special competence to assess emergent situations in trauma, the authority and ability to initiate diagnostic procedures and treatment, including surgery when the clinical situation demands, and the ability to provide the overall control and surgical leadership necessary for the care of the trauma patient.
 - 9.15 Complete and submit the "Statement of ownership of material submitted in trauma center proposal and non-patient identifiable Trauma Registry information" that is found in Exhibit
 - 9.16 Provide evidence of accreditation by The Joint Commission.
 - 9.17 Include a copy of the current State of California License as a general acute care hospital with the following special permits:
 - a. Basic or Comprehensive Emergency Service
 - b. Any of the following:
 1. Burn center
 2. Cardiovascular surgery
 3. Chronic dialysis
 4. Neonatal intensive care unit
 5. Psychiatric
 6. Radiation therapy
 7. Renal transplant center
 - c. Helicopter landing site permit

Documents required to be attached to the proposal. Items may be marked "confidential" pursuant to section 3.8. of this RFP.

- 9.18 Provide a copy of any verification/consultation report(s) issued by the American College of Surgeons.
- 9.19 Provide supporting material showing average response time for the delivery of patient specific blood products.
- 9.20 Provide supporting material showing average response time for radiological services.
- 9.21 Provide the CME schedule for past twelve months.
- 9.22 Provide supporting material showing compliance rates for call-in physicians.

Documents to be provided on-site

- 9.23 Select patient records for review. A list of categories and numbers of records from each category will be provided 4 weeks prior to the site review.
- 9.24 Copies of all minutes and proceedings from trauma performance improvement and patient safety meetings.

Appendix 10: Proposed Contract

The applicant will be required to enter into a contract containing the following contracted provisions in addition to provisions setting forth the services to be provided by the PROPOSER. Inability or unwillingness to meet these terms may be grounds for not designating a Proposer as a trauma center.

Any proposed changes to the proposed contract language must be identified as part of the proposal, using a “~~strikeover~~/underline” method. No proposed change to the contract which is not submitted as part of the proposal will be considered. All changes to this contract must be mutually accepted prior to Trauma Center designation. #22

Does _____ accept the proposed contract language?
(Name of Proposer)

Yes		
No*	/s/	
	(Person with authority to bind the organization)	Date
Name and title:		

* If the applicant does not accept the proposed language, alternative language must be submitted, as described above.

Proposed Contract Language

This Agreement is entered into this _____ day of _____, XXXX by and between the Solano Emergency Medical Services Cooperative, a political subdivision of the State of California, hereinafter called "SEMSC" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by SEMSC for the purpose of performing Level II trauma center services hereinafter described; and
 WHEREAS, the SEMSC Board has adopted a Trauma Care System Plan (“Plan”); and
 WHEREAS, the California Emergency Medical Services Authority has approved said Plan; and
 WHEREAS, SEMSC has authorized its EMS Agency (“Solano EMS”), to issue a Request for Proposal (“RFP”) for designation of an Adult Level II trauma center in the County; and
 WHEREAS, designation of the Contractor by SEMSC as an adult Level II trauma center will serve to benefit the health and safety of the residents of, and visitors to, the County ; and
 WHEREAS, the SEMSC Board has designated Contractor as an Adult Level II Trauma Center, subject to the terms of this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor will perform services for SEMSC in accordance with the terms, conditions and specifications set forth herein and in Exhibits A and B attached hereto and by this reference made a part hereof.

Contractor will provide trauma center services meeting the minimum standards for a Level II Trauma Center as described in the RFP (Exhibit A), and as described in Contractor's Proposal for Designation as a Level II Trauma Center (Exhibit B), dated **[enter proposal submission date]** submitted in response to the RFP.

Contractor shall notify Solano EMS in writing, in advance when possible, of any change in any of the capabilities or resources, including personnel, described in the Proposal. If advance notification is not possible, Contractor shall notify Solano EMS immediately upon Contractor having knowledge of any changes in any of the listed capabilities and resources and in all instances follow-up written notification shall be required as soon as possible but no later than ten (10) days from the time that Contractor becomes aware of said changes.

Solano EMS shall determine whether the change meets the minimum standards stated in the RFP, or any later standards promulgated pursuant to Section 17 of this Agreement. If Solano EMS determines that the change does not meet these standards, Contractor shall have thirty (30) days to comply with the standard before Solano EMS can declare a breach of this Agreement in accordance with Section 8. Where Solano EMS determines that a change has resulted in an immediate threat to the public health and safety, Solano EMS may suspend the trauma center agreement (to be ratified by the SEMSC Executive Board) and immediately begin transporting patients to the next closest trauma center equipped and staffed to meet the needs of the patient

2. DOCUMENTS CONSTITUTING CONTRACT

The RFP and Proposal are incorporated by reference into this Agreement, provided, however, that this Agreement supersedes any inconsistent provision of the RFP or Proposal. No addition to, or alteration of, the terms of this Agreement, and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement.

3. TERM

The term of this Agreement shall commence on _____ and shall be continuous during which time Contractor shall perform the services provided herein. Prior to the end of the second year of this Agreement, Solano EMS shall conduct a review of Contractor's performance under this Agreement and may, at its sole option, decide to place Contractor on probation or discontinue Contractor's designation as a trauma center. The use of an outside review team for this review will be at the sole discretion of Solano EMS and the expense of conducting an outside review will be at the expense of Contractor, not to exceed ten thousand dollars (\$10,000).

4. ANNUAL DESIGNATION FEE

The annual designation fee \$150,000.00 is payable to Solano EMS on or before July 15th of each year.

5. TRAINING

Contractor's staff shall attend educational and training programs as may be from time to time requested by Solano EMS.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of SEMSC merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and SEMSC will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

7. NON-ASSIGNABILITY

Contractor will not assign this Agreement or any portion thereof to a third party and any attempted assignment will be null and void and will be cause for immediate termination of this Agreement.

8. TERMINATION FOR CAUSE

Upon breach of this Agreement, Solano EMS shall have the right, by giving written notice specifying the effective date, which shall be not less than five (5) days after the delivery of the written notice, to terminate this Agreement in whole or in part for cause, which shall include, but not be limited to:

- a. Failure, for any reason, of Contractor to fulfill in a timely and proper manner, its obligations under this Agreement and such statutes, regulations, executive orders, and federal directives as may become generally applicable at any time; such a failure to include:
 - 1) Failure to make available sufficient personnel and hospital resources, as defined in this Agreement and in SEMSC Policy, including as defined in Section 2, the RFP and Proposal;
 - 2) Failure to provide timely surgical coverage for trauma patients, causing unnecessary risk of mortality and morbidity for the trauma patient;
- b. Submission by Contractor to Solano County EMS of reports that are incorrect or incomplete in any material respect.
- c. Failure, for any reason, by Contractor to meet the eighty percent (80%) for response by the trauma surgeon to Tier 1 trauma patients within any two quarters in any twelve month period. #9

9. LIQUIDATED DAMAGES

It is understood between the parties hereto that Solano County EMS will suffer damages in the event any of the incidents described below occur, and the parties further agree that it is impracticable and infeasible to determine the amount of actual damages. Therefore, it is agreed by and between the parties hereto that Contractor shall pay Solano EMS as fixed and liquidated damages in the amounts described in paragraphs a and b below.

- a. Damages in the amount of two thousand, five-hundred dollars (\$2,500) will be paid by Contractor to Solano County EMS for each time that Contractor fails to submit required data as described in Solano County EMS Policy 1401 within fifteen (15) days of the due date. These damages will be paid within ten (10) business days of notification to Contractor.
- b. In addition to the damages described in subsection e, above, damages in the amount of one hundred dollars (\$100) per day will be paid by Contractor to Solano EMS for each day greater than fifteen (15) days that Contractor fails to submit required data as defined in Solano County Policy. These damages will be paid within ten (10) business days of notification to Contractor.

10. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon one-hundred and eighty (180) days written notice to the other party.

11. LAME-DUCK OPERATIONS

In the event of termination of this Agreement for any reason, Contractor will continue to operate as a Level II trauma center at the level that is provided for in this Agreement, including during any appeal or legal challenge and the reasonable start-up period for the new trauma center.

12. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Agreement will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the SEMSC including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, SEMSC or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of SEMSC Contractor agrees to waive all rights of subrogation against SEMSC for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

13. INSURANCE PROVISIONS

- a. Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:
 - 1) Commercial General Liability "occurrence" coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit (CSL) bodily injury & property damage each occurrence and three million dollars (\$3,000,000) aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability. County shall be named as

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- additional insured on this policy. If such coverage is afforded on a claims-made basis, coverage must continue (or include an extended reporting period provision) for a period of time after the contract has been terminated that is equivalent to the statute of limitations in the jurisdiction where the contractor's work is being performed.
- 2) Commercial Automobile Liability coverage in the minimum amount of one million dollars (\$1,000,000) CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of one hundred thousand dollars (\$100,000) when there is owned vehicles.
 - 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of one million dollars (\$1,000,000).
 - 4) Professional liability with a limit of not less than five million dollars (\$5,000,000) each occurrence and twenty five million dollars (\$25,000,000) annual aggregate.
- b. SEMSC is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - c. SEMSC reserves the right to amend the insurance requirements contained in this section.
 - d. SEMSC shall notify Contractor in writing of any change in the insurance requirements and, if Contractor does not deposit with within sixty (60) days of receipt of such notice a new certificate of insurance for each policy or policies of insurance incorporating such changes, this Agreement shall be deemed in default without further notice to Contractor and may be forthwith terminated by.
 - e. Contractor agrees to waive all rights of subrogation against SEMSC, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by Contractor under the terms of this Agreement.
 - f. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the SEMSC.
 - g. Contractor agrees to provide SEMSC with the following insurance documents on or before the effective date of this agreement:
 - 1) Certificates of Insurance for all required coverage.
 - 2) Additional Insured endorsements.
 - 3) Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)
 - h. All insurance required in this section shall be primary coverage as respects SEMSC and any insurance or self-insurance maintained by SEMSC shall be excess of Contractor's insurance coverage and shall not contribute to it.

Failure to provide these documents will be considered a breach of contract.

14. NON-DISCRIMINATION

- a. General -- No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.
- b. Employment -- Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies will be made available to SEMSC upon request.

15. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by the SEMSC or any of its officers, agents or employees, except as provided herein.

16. CONTRACT MONITORING

The SEMSC will have the right to review the work being performed by the Contractor under this Agreement at any time during Contractor's usual working hours. Review, checking, approval or other action by the SEMSC will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Agreement will be administered for contractor by its authorized representative.

17. ADDENDA

Contract requirements will change if the state or SEMSC changes standards for trauma centers.

18. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest will be employed or retained by Contractor under this Agreement.

19. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster.

20. NON-EXCLUSIVITY

SEMSC reserves the right to designate other hospitals as trauma centers when it is reasonably determined to be in the best interest of SEMSC.

21. CONFIDENTIALITY

Solano County EMS and Contractor agree to maintain confidentiality of any patient identifiable information regarding patients or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the patient, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having such responsibilities under the Agreement, including those furnishing services to Contractor under subcontract. Solano EMS and Contractor agree that all information and records obtained in the course of providing services to covered patients shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto. Nothing in this section limits the ability of Solano EMS to utilize aggregate data provided by Contractor pursuant to this Agreement for system planning, implementation, management, and evaluation purposes, including providing such data to other participants in the Solano EMS system.

22. MAINTENANCE OF RECORDS

In order to enable Solano EMS to ensure that Contractor is complying with the terms of this Agreement, Contractor shall maintain patient care and expenditure data in such a fashion as to be able to separately identify major trauma patients from all other patients and from all other private or public activities of the Contractor and/or its subcontractors. All administrative records under this Agreement shall be maintained by the Contractor for a minimum of five (5) years after the termination date of the Agreement.

23. CUSTODY OF RECORDS

Solano EMS may, at its option, take custody of a copy of Contractor's non-patient administrative records related to this Agreement upon contract termination. Said records shall remain the property of Contractor and shall be kept by Solano EMS in an accessible location within the County and shall be available to Contractor for examination and inspection.

24. FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS

Authorized federal, state, or Solano EMS representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, patient records, and interviews of project staff and participants. At any time during normal business hours and as often as Solano EMS may deem necessary, Contractor shall make available to federal, state, or Solano EMS officials for examination all of its records with respect to all matters covered by this Agreement and will permit federal, state, or Solano County EMS officials to audit, examine, copy, and/or make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding patients receiving services, and other data relating to all matters covered by this Agreement.

25. REPORTS

Contractor shall submit reports as requested by Solano EMS. Format for the content of such reports will be developed by Solano EMS. The timely submission of these reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to terminate this agreement.

26. EVALUATION STUDIES

Contractor will participate as requested by Solano EMS in research and/or evaluative studies designed to show the effectiveness of Contractor services or to provide information about Contractor's services to major trauma victims.

27. NOTICES

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO SEMSC:

Solano County EMS Agency
Ted Selby, EMS Administrator
275 Beck Avenue MS 5-240
Fairfield, CA 94533
707.421.6682

TO CONTRACTOR:

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

28. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

29. SEVERABILITY OF CONTRACT

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

30. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by SEMSC in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

31. CONFORMANCE WITH RULES AND REGULATIONS

Contractor shall be in conformity with federal, state, and local rules and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and shall keep in effect any and all licenses, permits, notices, and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

Contractor shall demonstrate compliance with any revised state regulations regarding trauma centers within whichever is shorter of any time period stated within the regulations, a period to be negotiated with Solano EMS, or 1-year from the effective date of the revised regulations.

32. RESPONSIBILITY FOR COSTS

All costs or expenses incurred by Contractor by reason of this Agreement with respect to the acquisition of equipment or personnel or with respect to the provisions of patient care services, including emergency patient care services of all types and description provided to patients who would not have been treated by Contractor in the absence of this agreement are the responsibility of the Contractor and are not the responsibility of Solano EMS or any of the counties which have delegated local EMS agency authority to Solano EMS pursuant to Health and Safety Code Section 1797.200.

It is understood herein that Contractor is not waiving any eligibility for payment under any of the medically indigent adult programs which are operated by the various counties.

33. ATTORNEY'S FEES AND COSTS

In a legal action to enforce any of the terms and conditions of this contract in which Solano County prevails, Contractor promises to pay in addition to other amounts found due, such reasonable costs and attorney's fees that Solano EMS incurs.

34. CONFLICT WITH LAWS AND REGULATIONS

In the event that any clause of this Agreement or any clause in the RFP is found to be in conflict with any state or federal law or regulations, that state or federal law or regulation shall prevail.

Exhibit 1: Solano County Trauma Catchment Areas

Map(s) of potential catchment areas will be available after RFP submission by proposer(s).

Exhibit 2: Statement of Ownership of Material

Statement of ownership of material submitted in response to trauma center proposal and non-patient identifiable Trauma Registry information

NOTE: This should be reproduced onto Applicant's letterhead

(Legal or Corporate Name of Applicant) agrees that, except as noted below and in the General Information and Instructions section of the Solano County Emergency Medical Services Cooperative trauma care system *Request for Proposals for Designation as a Level II Trauma Center*, all materials submitted in response to the *Request for Proposals* shall become the property of Solano County Emergency Medical Services Cooperative at the end of the proposal review process. As owner of this material, Solano County Emergency Medical Services Cooperative shall have the absolute right to disseminate the information contained therein as it deems proper. Patient identification and medical information and other information deemed confidential under federal or state laws or regulations will not be disclosed.

(Legal or Corporate Name of Applicant) further agrees that, in submitting a proposal, applicant agrees that, as a Level II Trauma Center, all non-patient identifiable Trauma Registry information required to be submitted to Solano County Emergency Medical Services Cooperative shall become the property of Solano County Emergency Medical Services Cooperative. As owner of this material, Solano County Emergency Medical Services Cooperative shall have the absolute right to disseminate the information contained therein as it deems proper. Patient identification and medical information and other information deemed confidential under federal or state laws or regulations will not be disclosed.

CHIEF EXECUTIVE OFFICER:

/s/

Name and title:

Date:

Exhibit 6: Orthopedic Surgeons

(1) Name (Last Name First)	(2) Board Certified (Type & Year) ¹	(3) # of Trauma CME Hours in Current 2 yr. Cycle ² Dates of Cycle: / / to / /
		Total

¹ If not boarded, list specialty and number of years since completion of residency (i.e., GS-4 vs GS 1989).
 The criteria state that all surgeons who staff the trauma service must have a minimum of sixteen (16) hours of trauma-related continuing medical education every year. ^{#7}
^{#8} **Be sure it is clear** when a physician is not accountable for the entire two-year cycle. In this case, clarify the physician's situation (i.e., only been on staff for 6 months). ^{#30}

NOTE: CME certificates may be requested at the time of the site visit.

Exhibit 7: Emergency Physicians

(1) Name (Last Name First)	(2) Board Certified (Type & Year) ¹	(3) # of Trauma CME Hours in Current 2 yr. Cycle ² Dates of Cycle: / / to / /
Total		

¹ If not boarded, list specialty and number of years since completion of residency (i.e., GS-4 vs GS 1989).
The criteria state that all surgeons who staff the trauma service must have a minimum of sixteen (16) hours of trauma-related continuing medical education every year. ^{#7}
^{#8} **Be sure it is clear** when a physician is not accountable for the entire two-year cycle. In this case, clarify the physician's situation (i.e., only been on staff for 6 months). ^{#31}

NOTE: CME certificates may be requested at the time of the site visit.

Exhibit 8: Anesthesiologists

Exhibit 8: Anesthesiologists

(1) Name (Last Name First)	(2) Board Certified (Type & Year) ¹

¹ If not boarded, list specialty and number of years since completion of residency (i.e., GS-4 vs GS 1989).

NOTE: CME certificates may be requested at the time of the site visit.

Exhibit 9: Radiologists

(1) Name (Last Name First)	(2) Board Certified (Type & Year)¹

¹ If not boarded, list specialty and number of years since completion of residency (i.e., GS-4 vs GS 1989).

NOTE: CME certificates may be requested at the time of the site visit.

Exhibit 10: Obstetricians/Gynecologists

(1) Name (Last Name First)	(2) Board Certified (Type & Year)¹

¹ If not boarded, list specialty and number of years since completion of residency (i.e., GS-4 vs GS 1989).

Exhibit 11: Obstetricians

(1) Name (Last Name First)	(2) Board Certified (Type & Year) ¹

¹ If not boarded, list specialty and number of years since completion of residency (i.e., GS-4 vs GS 1989).