



REVISED

October 31, 2018

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE AND EXECUTE THE AMBULANCE TRANSPORT PROVIDER AGREEMENT BETWEEN THE COUNTY AND FALCK NORTHERN CALIFORNIA CORP. FOR EMERGENCY AMBULANCE SERVICE, 911 RESPONSE, ADVANCED LIFE SUPPORT (ALS) TRANSPORT, AND STANDBY SERVICE WITH TRANSPORTATION AUTHORIZATION

RECOMMENDATION

Approve and execute four (4) copies of the Ambulance Transport Provider Agreement between the County and Falck Northern California Corp. (Principal: Troy Hagen; Location: Petaluma, California) for Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization from October 1, 2018 through June 30, 2024, with an option to extend for an additional five year period

BACKGROUND

Emergency Medical Services (EMS), a division of the Alameda County Health Care Services Agency (HCSA), is authorized under California Health and Safety Code Sections 1797 et seq. to act as the Local EMS Agency (LEMSA). LEMSA responsibilities include planning and evaluating local EMS systems and implementing state and local statutes and regulations pertaining to the system. EMS is responsible for the procurement, coordination and oversight of emergency medical services countywide, inclusive of but not limited to 911 emergency ambulance services provided within the County's Exclusive Operating Area (EOA). This EOA includes all cities and unincorporated areas in Alameda County with the exception of the cities of Albany, Berkeley, Piedmont and Alameda, wherein the respective local fire departments are the primary providers of 911 ambulance services, and also the Lawrence Livermore National Laboratory, which is served by the Alameda County Fire Department.

SUMMARY DISCUSSION/FINDINGS

On October 27, 2017, the County released a Request for Proposals (RFP) for Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization to the EOA. Three bidders submitted proposals in response to the RFP by the July 18, 2018 deadline. An

independent County Selection Committee evaluated the proposals and determined that the proposal from Falck Northern California Corp. best met the requirements as specified in the RFP, and its corresponding commitments were found to be responsive, responsible, reasonable, and achievable. Consequently, the County issued a *Notice of Recommendation to Award to Falck Northern California Corp.* to all bidders on August 20, 2018.

The rates proposed by the three bid responders follows in the table below.

Name of Bidder	Bundled Base Rate	Mileage/Mile	Oxygen	Treat, Non-transport Rate
Falck Northern California Corp.	\$2,295.00	\$51.78	\$171.45	\$460.27
American Medical Response West	\$2,935.07	\$68.24	\$225.93	\$500.00
Paramedics Plus	\$2,227.36	\$51.78	\$171.45	\$446.87

The Agreement before your Board refines and enhances emergency medical services provided to the residents and visitors of Alameda County through evidence-based constructs. The corresponding practices include utilization and adherence to the County's Medical Priority Dispatch System (MPDS), as well as policies, procedures, and protocols as determined under the medical control authority of the EMS Medical Director. Collectively, these ensure that patients receive the response and care appropriate to their level of medical need, and promote the effective use of system resources.

Falck Northern California Corp. is part of the world's largest international provider of emergency medical services. Falck is privately owned, with over \$3 billion in total assets. It operates in 22 countries, 9 states, and 25 California counties. In California, Falck provides 911 ambulance transport service to Orange County and parts of Los Angeles County. Falck's key personnel have extensive experience in operating Advanced Life Support (ALS) 911 Emergency Ground Ambulance Transport. Falck Northern California Corp. has committed to work collaboratively with unions representing the existing workforce. Falck has agreed with employee unions to hire the existing workforce that pass screening and honor their existing union contracts to include seniority, wages, and benefits. Their proposal has numerous improvements for the workforce such as a number of stations to provide workforce access to basic human needs while serving the community, as well as a more employee friendly deployment plan.

The terms and conditions of the Agreement before your Board were negotiated with Falck's executive leadership in accordance with the terms and conditions of the RFP by HCSA leadership and the Office of County Counsel.

SELECTION CRITERIA/PROCESS

Three Bidders submitted proposals in response to the RFP by the July 18, 2018 deadline. The proposers were American Medical Response West, Falck Northern California Corp., and Paramedics Plus.

The final RFP scoring on the three bid responders follows in the table below.

Name of Bidder	Final Summary Score
Falck Northern California Corp.	355
American Medical Response West	331
Paramedics Plus	295

A County Selection Committee (CSC) composed of emergency medical services experts was assembled and supported by two consultants: Citygate Associates, LLC and Kevin W Harper CPA & Associates. Citygate Associates, LLC performed a detailed analysis of both historical and proposed ambulance deployment data as well as the financial information provided by each bidder. Kevin W. Harper CPA & Associates provided financial analysis.

The CSC conducted an independent and objective proposal review process, including Bidder interviews. All proposals were carefully considered by the CSC and the Falck proposal ultimately was awarded the highest score.

The scope of work, scoring methodology and selection criteria within the RFP were carefully developed by the LEMSA in conjunction with its consultant Citygate Associates, LLC to assure outstanding and equitable ambulance service provision at a reasonable and responsible cost. The RFP was also approved by the State of California Emergency Medical Services Authority as required by statute and regulation in the interest of assuring a fair and competitive selection process and the protection of state-action immunity relative to the granting of exclusive rights for service by the County.

FINANCING

Contractor's services are funded by revenue generated via billing for ambulance services. There is no impact on net County cost.

VISION 2026 GOAL

The provision of ambulance services with Advanced Life Support Transport meets the 10X goal pathways of **Healthcare for All** and **Accessible Infrastructure** in support of our shared vision of **Safe and Livable Communities** and a **Thriving and Resilient Population**.

Sincerely,



Colleen Chawla, Director
Health Care Services Agency



EMERGENCY MEDICAL
SERVICES AMBULANCE
TRANSPORT PROVIDER
AGREEMENT
ALAMEDA COUNTY

COUNTY OF ALAMEDA

AND

FALCK NORTHERN
CALIFORNIA

October 1, 2018
to
June 30, 2024

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This Agreement (“Agreement”) for 911 emergency ground ambulance transport services (“911 Ambulance Services”), dated October 1, 2018, is hereby entered into by and between the County of Alameda, California (“County”) and Falck Northern California Corp. (“Contractor”) (collectively, the “Parties”).

RECITALS

Whereas, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the Local Emergency Medical Services Agency ("LEMSA") to create Exclusive Operating Areas ("EOA"); and

Whereas, Alameda County Emergency Medical Services ("EMS") is the designated LEMSA; and

Whereas, EMS has created an EOA; and, Whereas, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Alameda has designated the LEMSA to develop a written agreement with a qualified paramedic service provider to provide Services, and participate in the advanced life support program in Alameda County; and

Whereas, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and

Whereas, the County engaged in a fair competitive process in accordance with State law and County policy; and

Whereas, on August 10, 2018, a County Selection Committee comprised of independent and neutral experts in the provision of emergency medical services selected Contractor as the most responsible qualified bidder; and

Whereas, County and Contractor wish to enter into this performance-based Agreement for the Contractor’s provision of 911 Ambulance Services, including Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization; and

Whereas, Contractor’s 911 Ambulance Services shall be provided at the ALS level, except where the use of BLS level of response and transport is authorized by this Agreement; and

Whereas, the Parties agree that Contractor shall respond to all medical 911 calls within the Alameda County Exclusive Operating Area (“EOA”), as provided for in Section 1797.224 of the California Health and Safety Code; and

Whereas, the Parties agree that Contractor shall also be responsible for providing Mutual Aid response as described in this Agreement; and

Whereas, the Parties agree that Contractor shall provide related services as described in this Agreement;

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

When capitalized, words in this Agreement shall be read to mean the following:

911 Ambulance Service	911 Emergency Ground Ambulance Service, including Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization. 911 Ambulance Service does not include 7 digit medical transports, inter-facility transports, or Critical Care Transports.
5150 Call	Services involving an individual who has been (or will be) placed on a hold for psychiatric evaluation, including transport to a psychiatric facility in accordance with the California Code of Regulations Welfare and Institutions Code, Section 5150.
ALS	Advanced Life Support (paramedic level of service)
ACRECC	Alameda County Regional Emergency Communications Center, accredited as a Center of Excellence by the National Academies of Emergency Dispatch, and designated by the EMS Agency to use call prioritization and pre-arrival instructions, according to the standards of MPDS.
BLS	Basic Life Support (EMT-basic level of service)
Board	County of Alameda Board of Supervisors
Cal-OSHA	California Occupational Safety and Health Administration
CAD	Computer Aided Dispatch
CCMIA	California Confidentiality of Medical Information Act
CEMSIS	California EMS Information System
CPI	Consumer Price Index for all urban consumers, San Francisco-Oakland-San Jose, combining the Medical Care and Transportation Price Indices (50% from each).
Code 2	No red lights and siren
Code 3	Red lights and siren
County	When capitalized, refers to the County of Alameda

Days	Calendar days, unless otherwise specified within this Agreement.
DZ	Deployment Zone
Echo Call	Non-breathing and ineffective breathing calls as described by the Medical Priority Dispatch System (See MDPS Categories for more information).
EMD	Emergency Medical Dispatch
EMS	Emergency Medical Services
EMS Agency	Refers to the Alameda County EMS Agency, a division of the Health Care Services Agency and designated as the LEMSA for Alameda County.
EMS Director	Director of the EMS Agency
EMS Medical Director	Physician in the position of Medical Director of the EMS Agency
EMSA	Emergency Medical Services Authority of the State of California
EMT/EMT-I	An individual trained in all facets of basic life support according to standards prescribed by this part and who has a valid certificate issued pursuant to this part. This definition shall include, but not be limited to, EMT-I (FS) and EMT-I-A.
EOA	An EMS area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support. Exclusive Operating Area for 911 Ambulance Service, as designated in the County's EMS plan and approved by the State EMSA.
ePCR	Electronic Patient Care Record
FD	Fire Department

Federal	Refers to United States Federal Government, its departments and/or agencies
First Responder Agency(ies)	The fire departments within the EOA, and those in the cities of Alameda, Albany, Berkeley, and Piedmont that are under contract with the County, to provide first response to the scene of a medical emergency. For purposes of this Agreement, “First Responder” does not include lifeguards or peace officers.
Fractile Response Time Measurement	A method of measuring ambulance response times in which all applicable response times are stacked in ascending order and the total number of calls generating response within the specified standard is calculated as a percentage of the total number of calls. For example, a 90th percentile or 90% standard is one where 90% of the applicable calls are answered within the response standard, while 10% take longer than the standard.
FTE	Full Time Equivalent
HCSA	Alameda County Health Care Services Agency
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act of 1996 , as amended and including implementing regulations.
HITECH Act	Health Information Technology for Economic and Clinical Health (HITECH) Act , as amended and including implementing regulations.
KPI	Key Performance Indicators
Key Personnel	Personnel in key leadership positions as described in this Agreement with their primary physical location of work within Alameda County. Each Key Personnel position must be filled by a separate individual, who is fully committed to and responsible for the functions of that position, with appropriate authority to direct and oversee the Contractor’s Alameda County 911 Ambulance Services. All Key Personnel are subject to prior approval by the EMS Agency.

KRA	Key Result Areas
LEMSA	The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated under Health & Safety Code Sections 1797.200 et seq. The Alameda County EMS Agency is the LEMSA for the County of Alameda.
Measurement Category	Category for measuring response time compliance, which is based on Deployment Zone, Sub-area, and Code 2 or Code 3 response requirements.
Medi-Cal	California's Medicaid program
MHOAC	Medical Health Operational Area Coordinator
MPDS	Medical Priority Dispatch System. The MPDS was designed to standardize and codify the operation of EMD, optimizing safe and effective patient care through call prioritization, pre-arrival instructions, and EMS system response.
MPDS Categories	MPDS categorizes emergency calls using an escalating scale of severity assigned to medical conditions (Determinant Coding.) In order of severity from most severe to least severe, these categories are: Echo, Delta, Charlie, Bravo and Alpha.
Mutual Aid	Emergency ambulance service performed for neighboring jurisdictions during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources.
NEMSIS	National EMS Information System . Contractor must commit to using the current version of NEMSIS throughout the term of the Contract. As of the date of this Agreement, the current version is NEMSIS 3.4.
Paramedic	"Emergency Medical Technician-Paramedic," "EMT-P," "paramedic" or "mobile intensive care paramedic" is an individual who is educated and trained in all elements of prehospital advanced life support; whose scope of practice to provide advanced life support is governed by Title 22, Division 9 of the California Code of Regulations; and who has a valid Paramedic certificate issued by EMSA.
PCR	Patient Care Record
Prehospital ALS Emergency Medical Services	Prehospital medical care provided to patients at the Paramedic level.

Priority	MPDS and acuity-based assignment of response level and mode used to allocate resources based upon incident need(s).
Public Safety Answering Point (PSAP)	A call center responsible for answering calls to an emergency telephone number for police, firefighting, and ambulance services. Trained telephone operators are also usually responsible for dispatching these emergency services.
Quality Improvement (QI)	A formal approach to the analysis of performance and systematic efforts to improve it. Clinical quality improvement relates to the performance of clinical skills.
RDMHS	Regional Disaster Medical Health Specialist
Region 2	Region 2 is one of six mutual aid regions established by the California Office of Emergency Services. Region 2 includes 16 coastal counties from Del Norte to Monterey, including Alameda County. Regions are described in EMSA document #218a, the California Disaster Medical Response Plan.
State	The State of California, its departments and/or agencies.
Sub-zone(s)	Areas within each DZ that are based on population density.

2. TERM

2.1 Contract Term.

The Term of this Agreement shall begin on October 1, 2018 and end on June 30, 2024. The EMS Agency may extend this Agreement by mutual agreement with Contractor for up to an additional five (5) years. The EMS Agency may also unilaterally extend this Agreement an additional twenty-four (24) months at any time only once, except, however, in no event shall this unilateral extension extend the total contract term beyond 10 years. The extended Term of this Agreement may not extend beyond June 30, 2029 without the express prior authorization of EMSA.

2.2 Service Start Date.

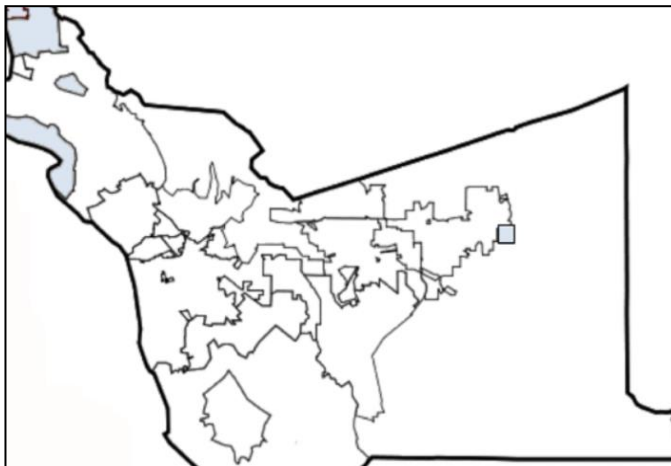
Upon commencement of this Agreement, the Contractor shall begin ramp-up and transitional activities to provide 911 Ambulance Services beginning 12:00:00 a.m. on July 1, 2019. Contractor shall meet all milestones and requirements as set forth in EXHIBIT A – TRANSITION PLAN, which may be amended by mutual agreement of the parties.

3. AMBULANCE SERVICES

3.1 911 Ambulance Service.

Contractor shall provide 911 Ambulance Service as requested by the County’s Dispatch Center(s), to all areas within the “Exclusive Operating Area” (EOA) shown in Figure 3.1 below. This EOA includes all geographic areas of Alameda County, with the exception of the cities of Alameda, Albany, Berkeley, and Piedmont, which are served by the local fire service, and the Lawrence Livermore National Laboratory, which is served by the Alameda County Fire District. 911 Ambulance Services include Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization (as described in section 3.3, below), but does not include 7-digit calls, interfacility or critical care transport.

Figure 3.1: Exclusive Operating Area (unshaded areas)



Contractor shall perform the following services to the complete satisfaction of the EMS Agency:

- 3.1.1. Contractor shall furnish 911 Ambulance Services for the entire population of the Exclusive Operating Area (EOA). All of Contractor's 911 Ambulance Services shall be provided at the ALS level, except for the response and transport of Priority 4 calls which may receive a BLS level response and transport.
- 3.1.2. Contractor shall provide 911 Ambulance Services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide 911 Ambulance Services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
- 3.1.3. All medical 911 calls for EMS originating in the EOA will be referred to Contractor. Contractor shall be the sole ambulance provider authorized by the EMS Agency in the EOA covered under this Agreement to provide 911 Ambulance Service, including transport from standby scenes, with the exception of Mutual Aid and disaster response.
- 3.1.4. Contractor shall follow all Alameda County EMS Agency Policies and Procedures.
- 3.1.5. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality system.
- 3.1.6. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the EMS Agency's quality management system.
- 3.1.7. Contractor shall participate in pilot or research programs as requested by the EMS Medical Director and authorized by the EMS Director. The EMS Medical Director must approve all pilot programs. Contractor agrees that their participation in pilot projects shall entail no additional cost to the EMS Agency. Contractor further agrees that services provided under pilot projects shall be in addition to the other services described herein. In the event that a pilot or research program would have a significant financial impact on Contractor, the EMS Agency agrees to meet and confer with Contractor over that impact.

3.2 5150 Transport.

- 3.2.1. Contractor shall provide transport of California Welfare & Institutions Code section 5150 (“5150”) patients within the EOA as described in EMS Agency Policies and Procedures.
- 3.2.2. For 5150 and/or behavioral/mental health calls in which a law enforcement officer (or other authorized person) requests a medical assessment, the Contractor is responsible to respond with a BLS or ALS ambulance consistent with MPDS-based directives as approved by the EMS Agency.
- 3.2.3. For mental and/or behavioral health transport calls in which medical assessment or medical care is not necessary, the Contractor is responsible to provide BLS transport or an alternative resource as approved by the EMS Agency.

3.3 Stand-By Service.

- 3.3.1. Contractor shall provide, at no charge to County or the requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by an EMS Agency-approved EMD center upon request of a public safety agency.
- 3.3.2. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the EMS Director or his / her designee.
- 3.3.3. Stand-by periods exceeding four (4) hours shall be approved by the EMS Director or his / her designee

3.4 Mutual Aid.

- 3.4.1. State or Federal mutual aid requests. Contractor must respond to requests for mutual aid made by the State or Federal government as part of a state/federal response system, if directed to do so by the EMS Director.
- 3.4.2. In-County mutual aid requests. Contractor shall comply with direction regarding mutual aid which may be provided by the EMS Director or his/her designee and shall respond to mutual aid requests from other Alameda County agencies unless the Operations Supervisor or Dispatch/System Status Supervisor can verify that a given request would fundamentally cause immediate failure in a Deployment Zone. All mutual aid refusals are to be reported to the EMS Director the next business day following the refusal. Contractor shall maintain and document:
 - a. the number and nature of internal Mutual Aid responses it makes into areas not part of the EOA; and,
 - b. the number and nature of Mutual Aid responses made by other agencies to calls originating within the Contractor’s EOA.

- 3.4.3. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside the EOA and these calls will not be counted in the total number of calls used to determine compliance.
- a. If Contractor utilizes Mutual Aid support from a specific agency at a level that is more than 125% of the Mutual Aid support that it provides that agency, Contractor will notify the EMS Agency of the discrepancy and collaboratively develop and implement a plan to reduce its Mutual Aid usage. If call volume for a specific agency is low, measurement of compliance will be postponed until the 100 call minimum is reached. Following the measurement of compliance based upon performance to the 100 accumulated calls, the call count for that Measurement Category will reset to zero.

3.5 **Disaster Preparedness, Assistance, and Response.**

- 3.5.1. Multi-casualty/Disaster Response. Contractor shall cooperate fully with the County in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in the EMS Agency's plans. Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to Region 2 if requested through proper channels. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the EMS Director or County Health Officer in accordance with their respective authority and / or that of their designee as it relates to their shared responsibility as the Medical Health Operational Area Coordinator (MHOAC).
- 3.5.2. Emergency Operations Plan. Contractor shall be prepared to fulfill their role in the County's Emergency Operations Plan and MCI plans.
- 3.5.3. Continuity of Operations Plan. Contractor shall submit a Continuity of Operations Plan (COOP) to the EMS Director for approval, before the start of service. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.
- 3.5.4. Incident Notification. Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences as specified and approved by the EMS Director.
- 3.5.5. Emergency Recall of Workforce. Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the EOA.

- 3.5.6. Personal Protective Equipment. Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California.
- 3.5.7. In the event the County declares a disaster within the County:
- a. Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the County Operational Area Emergency Operations Center - Medical Health Branch (when activated) as a liaison, working closely with the Medical Health Operational Area Coordinator (MHOAC).
 - b. In the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended if approved by the EMS Director. Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency services as required.
 - c. Contractor shall follow the direction of the EMS Director or his/her designee during a disaster.
 - d. During a disaster proclaimed by the County, the County will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from response time criteria. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.
- 3.5.8. Deployment of Ambulance and other Contractor-Managed Resources.
- a. Contractor shall deploy, at the direction of the EMS Director, ambulances, strike teams, and other resources, as directed by the EMS Director, or if unavailable, the MHOAC, via the MHOAC and Regional Disaster Medical Health Specialist (RDMHS) mutual aid system.
- 3.5.9. Disaster Response Vehicle/Equipment.
- a. **State Disaster Medical Support Units.** Contractor shall house, maintain, manage, and staff the Emergency Medical Services Authority (EMSA) issued Disaster Medical Support Unit (DMSU). This includes deploying the unit when requested by the EMS Director, or if unavailable, the MHOAC, via the MHOAC/RDMHS mutual aid system. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the disaster site. This vehicle may be used to carry personnel and equipment to a disaster site. The DMSU shall remain equipped and stocked to the standard as defined by the State.

- b. **EMS Disaster Trailers.** EMS Disaster Trailers are County assets stored locally throughout the County and mobilized through ALCO-CMED. The trailers are available for any incident needing additional resources for large-scale multi/mass casualty operations. See [EMS Agency Policy and Procedure Manual](#). Contractor shall house and when required deploy these trailers.

- c. **Ambulance Strike Team** - Contractor will ensure that an Ambulance Strike Team (AST) is available to contribute to disaster requests from EMSA or the RDMHS, as approved by the EMS Director or MHOAC. The Contractor must ensure that AST members and AST leaders have been appropriately trained by an EMSA approved trainer. Contractor shall be prepared to respond upon immediate notice with one Ambulance Strike Team staffed and equipped according to the California Emergency Medical Services Authority Ambulance Strike Team Guidelines when directed by County in accordance with a disaster mutual aid request.
 - (1) At a minimum, Contractor shall serve as the EMS provider affiliate with existing Medical Reserve Corps (MRC) units.
 - (2) Interagency Training for Exercises/Drills – Contractor shall be required to participate in County sanctioned exercises, disaster drills and other interagency training.
 - (3) At a multi-casualty scene, Contractor's personnel shall perform in accordance with appropriate County multi-casualty response plan(s) and within the Incident Command System (ICS).
 - (4) CHEMPACK. Contractor shall house and be accountable for managing two (2) EMS CHEMPACK Containers in accordance with State of California and Federal requirements.

3.6 Air Ambulance Service

- 3.6.1. County does not expect Contractor to provide air ambulance services, and reserves the right to enter into separate transport contracts with air ambulance providers.
- 3.6.2. Such separate contract will be necessary even if Contractor is capable of currently providing that service.
- 3.6.3. Notwithstanding any other provision of this contract, The EMS Agency may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s).
- 3.6.4. No such contract shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by

ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time.

3.7 **Response and Transport Exceptions and Limitation**

3.7.1. Response:

- a. As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the EOA and provide ambulance transport with the exception of Mutual Aid requests.
- b. Although Contractor's primary responsibility is to provide BLS and / or ALS ambulance transportation services, Contractor will occasionally arrive on scene in the absence of public safety responders. In such cases, Contractor shall assume incident command, and will provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority may arrive on scene and assume incident command.
- c. Mutual aid requests are to be honored unless the Operations Supervisor or Dispatch/System Status Supervisor can verify that a given request would fundamentally cause immediate failure in a Deployment Zone. All mutual aid refusals are to be reported to the EMS Director the next business day following the refusal.
- d. Contractor shall comply with direction regarding mutual aid which may be provided by the EMS Director or his/her designee.

3.7.2. Transport

- a. Contractor shall be required to transport patients from all areas of the EOA, in accordance with Alameda County EMS Agency Policies and Procedures.
- b. Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the EMS Transport Guidelines policy.

4. **CONTRACTOR REVENUE**

4.1 **Contractor Revenue.**

- 4.1.1. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

4.2 Patient Charges.

- 4.2.1. Contractor receives income from patient charges. Contractor shall adhere to the rates in EXHIBIT B – CONTRACTOR’S USER FEES – 911 SYSTEM. Any adjustments to these rates shall be made pursuant to Section 4.3 Fee Adjustments.

4.3 Fee Adjustments.

- 4.3.1. Regular and ordinary annual Consumer Price Index (CPI)-based rate adjustments will be implemented following completion of the first year of service and annually thereafter until the termination of this Agreement, if approved by the EMS Director. The increases shall be set forth as described within this section.
- 4.3.2. CPI-based rate adjustment requests shall be due to the EMS Director no later than 60 days after completion of first year of service. If approved by the EMS Director, the amount of the annual rate increase will be effective 60 days after the request to the EMS Director is submitted.
- 4.3.3. The EMS Director’s decision will be informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documents may include but are not limited to audited financial statements, collection rate, and payor mix.
- 4.3.4. The EMS Director has final authority to set the CPI rate adjustment, which may vary from no adjustment to a CPI-based increase at the greater of the following percentages:
- a. 2% divided by the Contractor’s average collection rate from the previous twelve (12) month period for which figures are then available; or
 - b. 5% plus the percentage calculated from the following Consumer Price Index (CPI) as recorded by the Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month period for which published figures are then available for all urban consumers, San Francisco-Oakland-San Jose :
 - (1) 50% of the Medical Care Group CPI; and,
 - (2) 50% of the Transportation Group CPI
- 4.3.5. The EMS Agency shall have the right to review Contractor’s uncollectible claims to verify that all reasonable efforts to collect have been made and are within industry standards.
- 4.3.6. In the event that changes occur within the County that substantially impact the Contractor’s costs of providing services, such that the CPI-based rate

adjustments do not compensate for the increased costs of operating the 911 Ambulance Service, the Contractor may request an additional rate increase, which shall be subject to approval by the Alameda County Board of Supervisors.

4.4 Billing/Collection Services.

4.4.1. Contractor shall contract for or self-operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. Contractor shall make no attempt to collect its fees at the time of service. For those patients receiving Medicare or Medi-Cal, the billing system shall electronically generate and submit Medicare and Medi-Cal claims. In addition, the billing system shall be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, and other inquiries.

4.4.2. If it is determined by the County that the optimal approach for revenue maximization for the Contractor would be for the HCSA to assume the billing function and accounts receivable, the HCSA, with the approval of the Board of Supervisors, may do so at its option at any time during this Agreement. If this option is exercised, the HCSA and EMS Agency will work cooperatively with the selected Contractor for a smooth transition

4.5 Billing System Professionalism.

4.5.1. Contractor shall conduct all billing and data collection functions for the EMS system in a professional and courteous manner.

5. PROVISION OF SERVICES

5.1 Regulatory and Policy Requirements.

5.1.1. Contractor will provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and Alameda County EMS Agency Policies and Procedures, and any amendments or revisions thereof.

5.1.2. Contractor shall follow all Alameda County EMS Agency Policies and Procedures.

5.1.3. Contractor shall follow all direction provided by the EMS Director, EMS Medical Director or Medical Health Operational Area Coordinator (MHOAC).

5.1.4. Contractor shall comply with response time standards to all areas of the EOA. See Section 6.4 of this Agreement for additional information on response time requirements.

5.1.5. Contractor will cooperate with the Local Emergency Medical Services Agency (LEMSA) in the EMS Agency's ongoing development of standards and practices for most appropriate patient care. These could include but are not limited to the following:

- a. Consultation with other licensed professionals.
- b. Alternative destinations and methods of transport.
- c. Evolving EMD practices including Prioritization.

5.2 **Key Personnel.**

5.2.1. The following positions are Key Personnel for all purposes. The EMS Agency shall at all times have direct access to the Key Personnel identified in this Agreement. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Key Personnel shall be required to cooperate fully with the EMS Agency.

a. Operations Director:

- (1) Contractor must provide a full-time Operations Director to oversee and be responsible for the provision of Services.
- (2) This person shall have prior experience managing a large, high-performance emergency medical system.
- (3) This individual shall be responsible for ensuring that all upper-level management positions are trained and participate in the Contractor's Quality Management Plan.

b. Finance Manager:

- (1) Contractor must provide a full-time Finance Manager to oversee and be responsible only for the financial performance of the Contractor's Alameda County operations.
- (2) This person shall be qualified by education, training, and experience to manage the financial operations of a large, complex organization that provides 911 Emergency Ambulance Services.

c. Health/Safety/Risk Management Specialist:

- (1) Contractor must provide a full-time Health, Safety, and Risk Management Specialist responsible for the development and maintenance of a comprehensive employee health, safety, and risk management programs. This shall include but not be limited to:

- i. training employees on health and safety policies, procedures, and regulations;
- ii. verifying compliance with federal, state, and local regulations; assuring proper records are completed and filed; and
- iii. assuring health and safety deficiencies are quickly identified and resolved.

d. Provider Medical Director:

- (1) Contractor must provide a half-time (0.5 FTE) physician, experienced in emergency medical services, to oversee clinical areas.
- (2) This person must be board certified in emergency medicine, experienced in emergency medicine, and experienced (and preferably fellowship-trained) in emergency medical services.
- (3) This person shall be responsible for and facilitate the procurement and oversight of pharmaceuticals used by the Contractor in delivering service including controlled substances.
- (4) The Provider Medical Director is distinct from, and does not have the powers or authority of the Medical Director of the Local EMS Agency, as defined in California Health and Safety Code section 1797.202.

e. Quality Manager:

- (1) Contractor must provide a full-time registered nurse who is highly qualified and experienced in emergency and critical care, or a paramedic who is highly qualified and experienced, to implement and oversee Contractor's on-going quality management.
- (2) This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Contract.
- (3) This individual or their designee will have sufficient rank and ability to directly conduct clinical investigations and the authority to take appropriate corrective action.

5.2.2. Each of the Contractor's Key Personnel must have been, for a minimum of two (2) of the most recent five (5) calendar years from the date of hire, continuously engaged in providing or directly overseeing provision of the

applicable Key Personnel services as required by a high performance contract to a 911 Ambulance Service provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities and call volume proportionally similar to those of the County of Alameda's EOA.

5.2.3. Changes in Persons Acting as Key Personnel.

- a. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld.
- b. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.
- c. For changes in the Key Personnel positions of Operations Director, Provider Medical Director, and Quality Manager, the EMS Director and EMS Medical Director must approve the individual filling this position, which will require a background check and resume verification. In the event that this approval is withheld or withdrawn, Contractor shall appoint a qualified replacement acceptable to the EMS Agency.

5.3 **Other Mandatory Leadership Personnel**

5.3.1 Dispatch/System Status Supervisors.

- a. Contractor shall employ experienced Dispatch/System Status Supervisors such that at least one (1) is available 24 hours a day, 7 days a week 52 weeks a year, who has full authority to control the re-positioning of ambulances between posts, deployment zones, and to manage crew breaks and shift changes in real time.
- b. Dispatch/System Status Supervisors shall be EMD certified by the International Academies of Emergency Dispatch and physically located within the dispatch center responsible for the system status management and dispatch of the Contractor's ambulances.
- c. The duties of the dispatch/system status supervisors include, but are not limited to controlling re-positioning of ambulances between posts and Deployment Zones and managing ambulance availability, crew breaks and shift changes.

5.3.2. Operations Supervisor.

- a. Contractor shall employ field-based Operations Supervisors such that one (1) is available 24 hours a day, 7 days a week 52 weeks a year, deployed in an emergency response supervisor vehicle, to provide coverage only within Alameda County.
- b. These supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be Paramedics who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through extensive training in the Incident Command System (ICS).
- c. It is desirable that these supervisors are EMD certified by the International Academies of Emergency Dispatch.
- d. The Operations Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.
- e. The Operations Supervisor is responsible for
 - (1) real time, non-dispatch center initiated System Status Plan staffing adjustments,
 - (2) working to decrease turnaround times at receiving facilities.
 - (3) investigating vehicle and general liability issues,
 - (4) workers compensation issues,
 - (5) employee performance issues, and
 - (6) customer or stakeholder complaints
- f. The Operations Supervisor shall also:
 - (1) Integrate into an ICS structure, assisting with management of complex incident as needed or requested by partner agencies.
 - (2) Collaborate with EMS Agency Leadership and Prehospital Care Coordinators.
 - (3) Communicate with EMS Agency on-call staff
 - (4) Be responsible for delivery of supplies or equipment, but only for multi-casualty incidents and disaster responses.

- g. In the event that an Operations Supervisor fails to perform to the satisfaction of the EMS Director, Contractor shall timely appoint a suitable replacement.

5.3.3. EMS Supervisors.

- a. Contractor shall employ field-based EMS Supervisors such that a minimum of four (4) are available 24 hours a day, 7days a week 52 weeks a year, deployed in an emergency response supervisor vehicle, with at least one supervisor per Deployment Zone. These supervisors must be experienced, clinically competent Paramedics with prior teaching/training experience who report through the Clinical Quality Improvement structure.
- b. EMS Supervisors are responsible for:
 - (1) Respond to Priority 1 and other MPDS determinant-coded calls with associated high risk and/or frequent potential for critical ALS interventions, as specified by the EMS Medical Director.
 - (2) Integrate into an ICS structure, assisting with management of complex incident as needed or requested by partner agencies.
 - (3) Provide direct, case-by-case medical oversight of all clinical personnel on scene.
 - (4) Coordinate data collection for ongoing compliance in collection and reporting of cardiac arrest, airway, and 12-lead data.
 - (5) Direct and assist with research and compliance for research in trial studies, focused audits, and state-directed demonstration projects.
 - (6) Teach and reinforce clinical policies and procedures.
 - (7) Introduce new techniques and procedures.
 - (8) Collaborate with EMS Agency Leadership and Prehospital Care Coordinators.
 - (9) Resource persons for difficult clinical issues.
 - (10) Communicate with base physicians and EMS Agency on-call staff.
 - (11) Serve as "beta testers" for new clinical trials, pilot studies, and new equipment.

- (12) Coordinate with other providers' clinical supervisors.
 - (13) Participate in the EMS Agency Quality Council with the Quality Manager and/or other performance improvement committees, as requested.
 - (14) With the exception of multi-casualty incidents and disaster responses, EMS Supervisors shall not be responsible for delivery of supplies or equipment.
- c. In the event that an EMS Supervisor fails to perform to the satisfaction of the EMS Director or EMS Medical Director, Contractor shall timely appoint a suitable replacement acceptable to the EMS Agency.

5.3.4. Clinical/Education Specialist Staff. Contractor shall employ and maintain two (2) full-time clinical and educational specialist positions. These are in addition to the EMS Supervisors and Quality Manager positions.

5.3.5. Analyst. Contractor shall employ at least one (1) operational and response workload/time analyst to evaluate resource deployment and assist with patient care driven data analysis reports. Eighty (80) compensated hours per month shall be provided for designated field personnel to participate in clinical quality improvement activities.

5.4 **Vehicles and Equipment.**

5.4.1 Contractor shall provide and maintain all ambulances, support vehicles, on-board medical supplies/equipment, on-board mobile voice and data equipment compatible with County systems, office facilities and furnishings, and voice/IT equipment to be used by Contractor to perform its 911 Ambulance Services. All costs of maintenance including parts, supplies, spare parts, and costs of extended maintenance contracts shall be the responsibility of the Contractor.

5.4.2 Vehicle Specifications

- a. Ambulances. All ambulances shall meet the standards of the California Code of Regulations, Title 13, Division 2, Chapter 5, Article 1.
- b. Supervisor Vehicles. All supervisor vehicles shall be Code-3-equipped, 4-wheel-drive, SUV-type vehicles, with front and rear command consoles, with the capability to carry all supplies necessary to function as an ALS First Responder in accordance with EMS Agency Policies and Procedures.

5.4.3 Vehicle Markings.

- a. Vehicle markings shall be consistent with California Civil Code

sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.

- b. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1901 (2016) for vehicles contracted for on or after January 1, 2016.
- c. Ambulances and supervisor vehicles used in providing services shall bear the markings "Alameda County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.
- d. Vehicles shall display the "911" emergency telephone number but shall not display any other telephone number or advertisement.
- e. Ambulance and supervisor vehicles shall be marked to identify the name of the Contractor.
- f. The EMS Agency shall have the right to approve or modify the overall design, color, and lettering used for emergency response vehicles and equipment in its sole discretion.

5.4.4 Equipment.

- a. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service.
- b. All on-board equipment, medical supplies and communications equipment utilized by Contractor will meet or exceed the minimum requirements of the EMS Agency's Ambulance Equipment and Supply policy and shall be specifically approved by the EMS Director prior to purchase.
- c. A list of the on-board equipment and medical equipment and supplies required by the EMS Agency can be found in the EMS Agency Policy and Procedure manual.
- d. Contractor agrees that equipment and supply requirements may be changed with the approval of the EMS Director due to changes in technology, regulations, or for other appropriate reasons.

5.4.5 Vehicle and Equipment Maintenance.

- a. Contractor shall maintain all vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair

costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.

- b. Contractor shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. The EMS Agency requires that all ambulances and equipment used in the performance of this Agreement be maintained in an excellent manner. Any ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service.
- c. Ambulance replacement shall occur on a 250,000 mile schedule, unless otherwise agreed to by Contractor and County.
- d. The appearance of ambulances and equipment impacts customers' perceptions of the services provided. Therefore, the EMS Agency requires that ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, determined at the sole discretion of the EMS Director, be removed from service for repair without undue delay.
- e. Contractor must implement an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance 911 Ambulance Services by:
 - (1) utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances,
 - (2) developing and implementing standardized maintenance practices, and
 - (3) incorporating an automated electronic maintenance program record keeping system.
- f. Contractor shall comply with or exceed the maintenance standard as outlined in the Accreditation of Ambulance Services published by the Commission on Accreditation of Ambulance services.
- g. Contractor shall maintain all bio-medical equipment to manufacturer's recommendations or The Joint Commission, or the equivalent, standard and shall be updated annually. All costs of compliance testing, maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the Contractor's expense.

5.4.6 Communication System Equipment and Management.

- a. Contractor shall be responsible for providing mobile radio equipment and cellular phones on each ambulance and supervisor vehicle to the specifications called for in section Y.2 of the RFP, which section is fully incorporated herein by reference. Contractor must utilize the 800 MHz, regional public safety East Bay Regional Communications System (EBRCS), and will be 100% responsible for the cost of access to the EBRCS, as well as maintenance, repair, and replacement of all mobiles, base stations, and portable radios.
- b. Contractor shall be responsible for obtaining all radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system, which will enable Contractor to effectively receive and transmit communications. This includes ensuring communication interoperability with County EMS approved EMD centers, public safety provider agencies, hospitals and its ambulance and supervisor units deployed throughout the EOA.
- c. Contractor shall be capable of receiving and replying to requests for 911 Ambulance Services by voice and data linkage. Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide 911 Ambulance Services pursuant to this Agreement.
- d. Dispatch System – Should Contractor provide SSM and dispatch services in conjunction with an EMS Agency-approved EMD center, Contractor shall be responsible for the costs of any modifications to the computer aided dispatch system that Contractor determines necessary to effectively monitor, deploy, redeploy, and manage its ambulance resources. Contractor shall be responsible for the full costs of all systems necessary, including its Computer Aided Dispatch (CAD) technology should Contractor elect to directly provide SSM and dispatch services.
- e. Contractor shall be responsible for all costs associated with its choice of and linkage into the EMS Agency-approved EMD center CAD system(s) for deployment management/measuring software, hardware, and network connections.
- f. Contractor's mobile and portable radios must have very high frequency (VHF) Mutual Aid Frequencies (P25 System - all phases) and must be able to communicate on 700/800 MHz and VHF frequencies. Each EMT, paramedic and supervisor shall be issued a portable radio, carry it on his or her person and continuously monitor the appropriate channel(s) at all times while on duty.

- g. Contractor shall equip each ambulance and supervisor's vehicle with a mobile gateway that shall provide wireless access to CAD and billing system data.
- h. Contractor shall be 100% responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, mobile data terminals, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, or cellular accounts.
- i. Other Contractor Communication Requirements. In addition to the above dispatch requirements, the Contractor shall meet the following requirements on all ambulances and supervisor units:
 - (1) Communications Equipment - Contractor shall provide cell phones for direct landline communications with the base hospital, receiving hospitals, Dispatch Centers and other necessary personnel or agencies.
 - (2) California On-Scene Emergency Coordination Radio System (CALCORD) - Contractor shall equip all ambulances and supervisory vehicles with radio equipment suitable for operation on CALCORD.
 - (3) Hospital Communication Equipment - Contractor shall equip all ambulances and supervisory vehicles used in providing service under this Agreement with radios for communication with receiving hospital and for ambulance-to-hospital communications.
 - (4) Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff regarding the patient.
 - (5) Transmission of 12-Lead EKG - Contractor shall install necessary communications equipment in all of its ALS ambulances capable of transmitting 12-lead electrocardiograms to receiving facilities, in accordance with EMS Agency specifications.
- j. Automatic Vehicle Locator (AVL) - Contractor will install and maintain AVL devices on all of its ambulances used within the Alameda County EMS system. The AVL system must be compatible and be able to be interfaced with the computer aided dispatch system(s) and other technology used for SSM, dispatch and response time reporting.

5.5 Ambulance Staffing Requirements

5.5.1. ALS Ambulances.

- a. All ambulances rendering 911 ALS Ambulance Services to Priority 1, 2 and 3 calls under this Agreement shall be staffed and equipped to render ALS level care and transport.
- b. Contractor is required to staff a minimum of one (1) **County accredited** Advanced Paramedic and one (1) EMT for each ALS emergency transport unit responding to Priority 1, 2 and 3 calls or any calls for which an EMS Agency-approved EMD center determines an ALS response is appropriate. (see Table 6.4a) Responding transport units must be prepared to interface seamlessly with fire department personnel responding to the same call.
- c. A paramedic shall be the ultimate responsible caregiver, but is only required to accompany patients in the back of the ambulance during patient transports where paramedic-level monitoring or care is recommended or required by protocol. An EMT may accompany patients not requiring paramedic-level monitoring or care.

5.5.2 BLS Ambulances.

- a. Contractor is required to staff a minimum of two (2) EMTs for all emergency ambulances responding to Priority 4 calls, or for multi-unit response, or any calls an EMS Agency-approved EMD center determines a BLS response is appropriate according to MPDS protocols and Alameda County EMS Agency Policies and Procedures. (see Table 6.4a)
- b. The BLS ambulances responding to 911 calls shall comply with all requirements of the Alameda County Ambulance Ordinance and comply with all Alameda County EMS Agency Policies and Procedures. BLS ambulances responding to 911 calls will have an AED and operate at the full scope of EMT-Basic, as approved by the EMS Medical Director.
- c. EMS Agency-identified mental health/behavioral, and other transport requests that do not necessitate emergency ambulance response can receive care and transport by Basic Life Support units staffed and equipped to render BLS level care and transport or, if approved, by an alternative transportation unit that is separate from and does not impact the 911 emergency ambulance deployment. (see Table 6.4b)

- 5.5.3 At Contractor's sole option, ambulances that require EMT staffing may be staffed by Paramedics.

5.6 Dispatch System

- 5.6.1. Contractor may either directly deliver SSM and dispatch services or provide these services in collaboration with one of the EMS Agency-approved EMD centers. All personnel delivering SSM and dispatch services shall be Emergency Medical Dispatcher (EMD) certified by the International Academies of Emergency Dispatch
 - a. If Contractor and one of the EMS Agency-approved EMD centers are unable to enter into an agreement for dispatch services, Contractor shall establish its own dispatch services or enter into an agreement with another entity to provide dispatch services for this Agreement under terms that are mutually acceptable to County and Contractor.
- 5.6.2 EMD functions including the provision of pre-arrival instructions as approved by the EMS Medical Director will continue to be provided by EMS Agency-approved EMD centers.
- 5.6.3 Certain efficiencies in dispatch and the associated integration of field operations amongst various contractors providing service to the EMS Agency may be intrinsic to the existing structure of the dispatch system. Contractor shall therefore consider with due diligence retaining the provision of SSM and dispatch services by ACRECC. All verbal radio communications employed in Contractor's delivery of services shall be via the East Bay Regional Communications System (EBRCS).
- 5.6.4 Should Contractor provide SSM and dispatch services in conjunction with an EMS Agency-approved EMD center, SSM and dispatch functions as well as the personnel providing these services shall be physically located within the EMD center and amongst other personnel working therein so as to enable immediate face-to-face communication should it be required. This includes the Contractor's Dispatch/System Status Supervisor(s) who are fully authorized to act on its behalf in controlling SSM and dispatch functions.
- 5.6.5 Should Contractor provide SSM and dispatch services in conjunction with an EMS Agency-approved EMD center, Contractor is required to submit to the EMS Agency an agreement to be executed by the parties thereto. Following approval by the EMS Agency in its sole discretion, Contractor will be required to enter into an agreement with the chosen EMD center for the term of the eventual contract and any extensions, and to directly reimburse the EMD center for the cost of the services provided. Contractor should confirm that the charges negotiated reflect no more than the actual cost of providing the specified services to Contractor.
- 5.6.6 Contractor will continue to retain full responsibility for all performance as specified within this Agreement. This includes but is not limited to ensuring

resource deployment within the Contractor's specifications and specific deployment plan as provided or directed by the Contractor.

- 5.6.7 Control of the medical communications system and dispatch is vested in the LEMSA. Accordingly, the EMS Agency reserves the right in its sole discretion to change the associated structure within the local EMS system. Contractor shall cooperate, collaborate and negotiate in good faith with the EMS Agency to assume all EMD, SSM and medical dispatch functions should the EMS Agency so desire in the future.

5.7 Deployment Planning

- 5.7.1 The EMS Agency understands that Contractor will be developing enhanced coverage and deployment plans during its term of operations. Coverage plan modifications, throughout the term of this Agreement, including any changes in post locations, priorities or hour of day coverage levels, will be made at Contractor's discretion, subject to EMS review.

6. PERFORMANCE REQUIREMENTS AND REPORTS

6.1 Response Time Performance

- 6.1.1 Ambulance response time measures are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient situation. Response time shall be measured in minutes and integer (whole) seconds, and shall be "time stamped" upon Contractor's receipt of the 911 call from an EMS Agency-approved EMD center.
- 6.1.2 Response time specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. Contractor shall commit to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the agreement as outlined in these specifications. Contractor shall deploy ambulance resources in a manner consistent with this goal.
- 6.1.3 Ambulance Incident Dispatch Classifications:
 - a. In accordance with policies issued by the EMS Agency Medical Director the two EMS Agency-approved EMD centers in the County (which are also Accredited Centers of Excellence (ACE)) have been successfully using the Medical Priority Dispatch System (MPDS) to identify and prioritize the resource and response time needs of incidents requiring an ambulance. The use of MPDS shall continue in Alameda County.
- 6.1.4 Response Time Performance
 - a. Contractor's response time for 911 Ambulance Services requests originating from within the EOA shall meet the response time

compliance requirements contained in Tables 6.4a & b. It is the philosophy of the EMS Agency that the Contractor delivers a daily deployment plan reflective of three separate and significant geographic and incident demand patterns (called Deployment Zones (DZs)) in the EOA.

- b. The County is bisected by hills and open spaces that separate the principal population clusters. The three DZs are connected by freeways that traverse open areas. Due to these limited pathways and intense traffic congestion from early morning (as early as 4:00-5:00 a.m.), to mid-evening, ambulances in one zone cannot be expected to reinforce other zones in a timely manner. Stated this way, the EOA cannot be served as if it were one large city on a grid street network.
- c. The EOA deployment requirement is for a deployment plan per DZ that is robust enough to handle the peak hours of the day for ambulance demand by ambulances assigned to each DZ. Inter-zone ambulance movement is to be kept to a minimum except in narrow boundary lines areas from one DZ to another, or to serve an incident in an open space area best reached due to traffic congestion from another zone.
- d. The EMS Agency recognizes that situations may arise that are outside the control of the Contractor. In consideration of this, no penalties will be assessed until response time compliance falls below 90% in each Measurement Category. The liquidated damages structure is explained in Section 7 of this Agreement.

6.2 EOA Emergency Response Zones

6.2.1. For response time deployment planning, reporting and compliance purposes, there are:

- a. three (3) Deployment Zones (DZ), and
- b. three (3) Sub-zones within each DZ based on population density.
- c. two (2) Response Code Categories (Code 2 and Code 3)

6.2.2. The response areas outside of the Contractor's EOA responsibility (Alameda, Albany, Berkeley, Piedmont, and Lawrence Livermore National Laboratory) are not included in these zones.

6.3 Deployment Zones and Subzones:

6.3.1. The three (3) Deployment Zones are:

- a. **North** – From the northwest County line down the bayside communities to an east/west line crossing Interstate 880 (I-880) at

Industrial Boulevard, intersecting Palomares Road and continuing in the north-easterly direction to the County line.

- b. **South** – From the line crossing I-880 at Industrial Boulevard and intersecting Palomares Road continuing southerly to Niles Canyon Road, then south-easterly along Niles Canyon Road, Paloma Way and Calaveras Road to the County line.;
- c. **East** – Commonly called the Tri-Valley, the three cities and unincorporated areas within Alameda County east of the North and South Deployment Zones.

6.3.2 Within each Deployment Zone, the three (3) Subzones are:

- a. **Metro** – 2,000 or more residents per square mile
- b. **Suburban** – 1,000 to 1,999 residents per square mile
- c. **Rural/Open Space** - 0 –999 residents per square mile

6.3.3 The Contractor’s EOA, Deployment Zones and Subzones are visually delineated in EXHIBIT C – EOA and RESPONSE ZONE MAP.

6.4 **Response Times and Response Code/Configuration Requirements**

MPDS Dispatch Category	Minimum Ambulance Personnel Configuration	Metro	Suburban	Rural/Open Space
		Ambulance	Ambulance	Ambulance
Priority 1	1 Paramedic 1 EMT	10:00 min.	14:00 min.	16:00 min.
Priority 2	1 Paramedic 1 EMT	12:00 min.	16:00 min.	20:00 min.
Priority 3	1 Paramedic 1 EMT	14:00 min.	18:00 min.	20:00 min.
Priority 4	2 EMTs	20:00 min.	30:00 min.	40:00 min.

Table 6.4a: Response Time Compliance Requirements – Medical Response

Dispatch Category	Minimum Personnel Configuration	Metro	Suburban	Rural/Open Space
		BLS Ambulance or Alternative Resource	BLS Ambulance or Alternative Resource	BLS Ambulance or Alternative Resource
Non-medical 5150	2 EMTs or alternative configuration	40:00 min.	50:00 min.	60:00 min.

Table 6.4b: Response Time Compliance Requirements – Non-medical 5150 Response

6.5 **Response Times Measurement:**

6.5.1. Response Time Clock Start

- a. Upon Contractor’s receipt of the call from an EMS Agency-approved EMD center.

6.5.2 Response Time Clock Stop

- a. Time arrived at the final parked location of the ambulance at the address of the emergency.
- b. Where safety reasons dictate a staging position short of the final incident address, the time arrived at staging will be the time on scene.
- c. Time of notification to cancel from Public Safety Agency on Scene or EMS Agency-approved EMD Center.

6.6 Response Priority

6.6.1. Tables 6.6.4a. and 6.6.4b. below show the response configuration requirement for:

- a. “red lights and siren” response (Code 3), or
- b. “no red lights and siren” response (Code 2).

6.6.2 For Priority 3, the Fire Department (FD) First Response is as needed and determined in accordance with MPDS. Generally, they will respond Code 3 to the subset of these 911 system generated requests for interfacility transfer originating from healthcare facilities without a Basic Emergency Department on site.

6.6.3 For Priority 4, the Fire Department (FD) First Response is optional. If they respond, they will respond Code 2.

6.6.4 In a Priority 1, 2 or 3 dispatch category, if information received after dispatch lowers the medical severity to Priority 4, the ambulance shall step down its Code 3 response to Code 2.

MPDS Dispatch Category	Minimum Ambulance Personnel Configuration	Metro		Suburban		Rural/Open Space	
		FD First Response	Ambulance	FD First Response	Ambulance	FD First Response	Ambulance
Priority 1	1 Paramedic 1 EMT	Code 3	Code 3	Code 3	Code 3	Code 3	Code 3
Priority 2	1 Paramedic 1 EMT	Code 3	Code 3	Code 3	Code 3	Code 3	Code 3
Priority 3	1 Paramedic 1 EMT	Response As Needed Code 3	Code 3	Response As Needed Code 3	Code 3	Response As Needed Code 3	Code 3
Priority 4	2 EMTs	Response Optional Code 2	BLS Code 2	Response Optional Code 2	BLS Code 2	Response Optional Code 2	BLS Code 2

Table 6.6.4a: Response Code/Configuration Requirements – Medical Response

Dispatch Category	Minimum Personnel Configuration	Metro		Suburban		Rural/Open Space	
		Response	Resource	Response	Resource	Response	Resource
Non-medical 5150	2 EMTs or alternative configuration	Non-Emergent	BLS Ambulance or Alternative Resource	Non-Emergent	BLS Ambulance or Alternative Resource	Non-Emergent	BLS Ambulance or Alternative Resource

Table 6.6.4b: Response Code/Configuration Requirements – Non-Medical 5150 Response

6.7 EMS Supervisor or Operations Supervisor Response

- 6.7.1. The Contractor will respond an EMS Supervisor or Operations Supervisor to specific MPDS types (e.g.: penetrating/high mechanism of injury, trauma incidents, multi-patient incidents, or incidents with a high likelihood of ALS critical intervention) as specified by the EMS Agency and/or as requested by dispatch, Incident Command, or as self-determined by the closest Supervisor.
- 6.7.2. Contractor’s first arriving EMS Supervisor is recognized and accountable as the highest on scene authority for clinical decision making when present.

6.8 Delayed Response Notifications

- 6.8.1. Whenever delays occur for Priority 2, Priority 3 and/or Priority 4 responses due to higher Priority calls waiting, Contractor shall notify the individual/agency requesting the lower Priority response to explain the reasons for the temporary delay, and shall furnish a realistic estimate of when service will be available.
- 6.8.2. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing services.
- 6.8.3. Notification of the individual/agency does not eliminate penalties for such delays.

6.9 Response Time Zone Changes

- 6.9.1. The EMS Agency recognizes that equity in response times is largely based upon incident volume and population density. If the population density of any contiguous area changes significantly, that area will be considered for reclassification for response time compliance on the next anniversary date of this Agreement.
- 6.9.2. Response time compliance changes pursuant to this section will be modified by adjusting the then current Census Block Group map defining the response time response areas.

6.10 Response Time Reporting System

6.10.1. Contractor's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using fractile response-time measurements.

6.10.2 Although response times are reported monthly, response times must remain at the contractually agreed upon percentage at all times. At the end of each calendar month, the EMS Director or his/her designee, shall randomly select a date from within the last 15 days of the month and this date will be the end date of the 30-day compliance measurement period.

6.11 Calculating Response Times Changes in Call Priority

6.11.1. From time to time circumstances may cause changes in call priority classification. Response time calculations for determination of compliance with contract standards and penalties for non-compliance will be as follows:

a. **Upgrades** - If a call is upgraded, prior to the arrival on scene of the emergency ambulance (e.g., from a Priority 2 to a Priority 1), Contractor's compliance and penalties will be calculated based on the shorter of:

- (1) Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or,
- (2) The lower priority Response Time Standard.

b. **Downgrades** - If a call is downgraded prior to arrival on scene of the emergency ambulance (e.g. from a Priority 2 to a Priority 4), Contractor's compliance and penalties will be determined by:

- (1) If the time of the downgrade occurs after the emergency ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
- (2) If the time of the downgrade occurs before the emergency ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the EMS Director or his/her designee, the longer standard will apply.

c. **Reassignment En route** - If an emergency ambulance is reassigned en route or turned around prior to arrival on scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned

priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

- d. **Canceled Calls** - If an assignment is canceled prior to arrival on scene by the emergency ambulance, compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.

6.12 Each Incident a Separate Response

- 6.12.1. Each incident will be counted as a single response regardless of the number of units that are utilized.
- 6.12.2 The response time of the Contractor's first arriving emergency ambulance will be used to compute Contractor's response time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor.

6.13 Response Time Exemptions

- 6.13.1. Contractor shall maintain sufficient resources to achieve the specified response time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include but is not limited to deploying additional unit hours of ambulance coverage for holidays, special events, and weather-related emergencies including periods of excessive heat or cold, etc., to accommodate related additional workload. Contractor shall maintain mechanisms for surge capacity in each of the three Deployment Zones should a temporary system overload persist.
- 6.13.2 In the monthly calculation of Contractor's performance to determine compliance with response time standards, every request from an EMS Agency-approved EMD center originating within the Contractor's assigned EOA shall be included except:
 - a. **Significant Multi-Casualty Incident or Declared Disaster** - The response time requirements may be suspended during a multi-casualty incident as defined by Alameda County EMS Agency Policies and Procedures, or declared disaster in Alameda County, or a declared disaster in a neighboring jurisdiction to which ambulance assistance is being requested. Any suspension of response time requirements is subject to the approval of the EMS Director or his/her designee.
 - b. **Dispatch Delay or Inaccuracy** – If the Contractor receives inaccurate or delayed dispatch information from an EMS Agency-approved EMD center, the Contractor will not be held responsible for a delayed response time if the delay is directly attributable to the information provided by the EMD center(s).

- c. Delays due to circumstances beyond the Contractor's control that have a material impact on its ability to deploy ambulance resources. Exemptions granted under this section shall be granted at the sole discretion of the EMS Director or his/her designee, and shall be considered on a case-by-case basis.

6.14 Exemption Request Process

- 6.14.1. Contractor may request that a response be excluded from the calculation of Response Time Standards, if that call meets the criteria defined in section 6.13.2 above. Contractor must provide detailed supporting documentation for the request for each response in question to the EMS Director or his/her designee and request that the response be excluded from the calculations and late penalties. The request shall include sufficient proof of associated reasonable and prudent planning as stipulated in 6.13.1. above.
- 6.14.2. Each request must be received by the EMS Director or his/her designee no later than within five (5) days of the end of the month of occurrence.
- 6.14.3. The EMS Director or his / her designee shall grant or deny exceptions to performance standards and shall so advise the Contractor.
- 6.14.4. Contractor shall submit, and the EMS Director or his / her designee will respond to, exemption requests utilizing the County's customized Online Compliance Utility (OCU) provided by FirstWatch. An alternative mechanism may be specified or approved for use in the sole discretion of the EMS Director.

6.15 Response Time Corrections

- 6.15.1. Contractor may request response time correction(s) of arrival at scene time(s). In all incidents where the crew fails to report their arrival at scene, the time of the next recorded communication from the crew or other on scene personnel that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback.
 - a. Each response time correction request must be timely submitted to the EMS Director or his/her designee at the earliest opportunity and no later than within five (5) days of the end of the month of occurrence.
 - b. The EMS Director or his / her designee shall grant or deny exceptions to performance standards and shall so advise the Contractor.
 - c. Contractor shall submit and the EMS Director or his / her designee will respond to time correction requests utilizing the County's customized Online Compliance Utility (OCU) provided by FirstWatch. An

alternative mechanism may be specified or approved for use in the sole discretion of the EMS Director.

6.16 Reporting Requirements

- 6.16.1. Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:
- a. time call received by EMS Agency-approved EMD center from PSAP
 - b. time call received by Contractor
 - c. time location verified
 - d. time ambulance crew assigned
 - e. time en route to scene
 - f. arrival at scene time
 - g. arrival at patient
 - h. total on-scene time
 - i. time en-route to transport destination
 - j. total time to transport to destination
 - k. arrival time at the destination
 - l. time of patient transfer to receiving personnel
 - m. time available at the destination (i.e. return to in service status)
- 6.16.2 These reporting requirements may change at the sole discretion of the EMS Agency.
- 6.16.3 Other times may be required to document specific activities such as arrival at patient's side, time(s) of defibrillation, administration of treatment(s) and medication(s), and other instances deemed important for clinical monitoring or research activities. All times shall be recorded on the Electronic Patient Care Record (ePCR) and in the CAD system(s) approved by the EMS Agency.
- 6.16.4 Contractor must synchronize its clocks with the clocks of the EMS Agency-approved EMD centers.

6.17 **Response Time Performance Report**

- 6.17.1. Within ten (10) days following the end of each month, or sooner if required by the EMS Director, Contractor will provide the EMS Agency with a report containing information as specified in section 16.16.1 of this Agreement.
- 6.17.2 Contractor and EMS Agency shall use response time data in an on-going manner to evaluate Contractor's performance and compliance with response time standards in an effort to continually improve response time performance levels.
- 6.17.3 Response Time Compliance is based on the percent of on time responses for each of the 18 Measurement Categories in Table 7.2.6, below.
- 6.17.4 If Response Time Compliance is below 90% in any Measurement Category, Contractor shall identify the causes of failures of performance in each such Category, and shall document efforts to eliminate these problems on an on-going basis.
- 6.17.5 Chronic failure to comply with the response time requirements may constitute a material breach of contract.

7. **PERFORMANCE ISSUES**

7.1 **Liquidated Damages Paid to the County**

- 7.1.1. The Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and County agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County. It is also expressly understood and agreed that County's remedies in the event of the Contractor's breach or any noncompliance, are not limited to this Agreement's liquidated damages provisions. The EMS Agency shall invoice the Contractor for Liquidated Damages and the invoice shall be paid within 30 days of the date the invoice is received.
- 7.1.2. Liquidated Damages Intent
 - a. It is the goal of the EMS Agency to deliver the expected clinically-driven response times to all incidents 90% of the time. An allowance of 10% for isolated instances of individual deviations of response times is built into the response time measures. These 10% occurrences are considered instances of minor non-compliance within this Agreement's terms.

- b. Repetitive pattern failures of response time compliance (see section 7.3), which go uncorrected after detection, will result in severe penalties up to a declaration of material breach of this Agreement. The financial penalties are designed to be a deterrent serving to ensure proper deployment of the system 24 hours a day, 7 days a week, 52 weeks per year.
- c. The goal of liquidated damages is to bring serious attention to needed corrections, after a detection and warning period. Damages are designed to cost more than the correct deployment should have cost. Stated this way, a contractor planning to under-deploy and pay small, but cumulative penalties is not providing an acceptable business practice to the County.

7.2 Failure to Perform Penalties

7.2.1. Failure to Meet Minimum In-Service Equipment/Supply Requirements

- a. The EMS Agency may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service equipment or vehicle maintenance and safety check log requirements contained in State Law and/or the EMS Agency's Ambulance Equipment and Supply policy, the EMS Agency may:
 - (1) Immediately remove the ambulance from service until the deficiency is corrected, if the missing item is deemed a critical omission or safety hazard to the crew or public.
 - (2) Subject the Contractor to \$1,000 in liquidated damages for each omission that does not rise to the level of removing the unit from service.
 - (3) For violations that result in the unit being removed immediately from service, the liquidated damages shall be \$10,000. In addition, a written plan to prevent reoccurrence shall be submitted to the EMS Director or his/her designee within three (3) days from the occurrence.

7.2.2 Failure to Provide On-Scene Time

- a. Contractor shall pay \$500 every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the assessment, may demonstrate to the satisfaction of the EMS Director or his/her designee an accurate on-scene time.

- b. In addition to assessment of liquidated damages, where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

7.2.3 Failure to Respond

- a. Excessively prolonged response times are unacceptable to the EMS Agency and constitute a Failure to Respond consistent with the intent of the specifications within this Agreement.
- b. Contractor shall pay \$5,000 for each failure by the Contractor to provide an ambulance on-scene within two hundred and fifty percent 250% of the Response Time Compliance Requirement to any location within the EOA where a medical response has been requested by an EMS Agency-approved EMD center.
- c. Payment of such liquidated damages does not release Contractor of any other liability from its failure to respond.

7.2.4 Failure to enter the approved “short version” ePCR at the receiving hospital, on patients for whom an ePCR is essential, before returning to service. Contractor shall pay \$500 per incident.

7.2.5 Failure to provide timely reports dealing with Contractor’s performance during the prior month as it relates to the clinical, operational and financial performance within twenty (20) days after the last day of that calendar month. Contractor shall pay \$500 per report per day for each report received after the specified due date.

7.2.6 Failure to Meet Response Time Requirements

- a. The assessment of liquidated damages should be used by the Contractor as a signal to immediately identify and rectify problems that lead to delayed response. Continued failure to meet response time standards may be considered a Material Breach of this Agreement.
- b. Contractor shall pay liquidated damages each and every month that Contractor fails to comply with the response time requirements based on the percent of compliance for each of the 18 Measurement Categories in Table 7.2.6, below.
 - (1) Response time compliance is based on the percentage of the time Contractor arrives on scene for calls in each Measurement Category within the time limits specified in Tables 6.4a &b. If ambulances are not on time least 90% of the time, that compliance Measurement Category fails for the 30 day period

being measured.

- (2) For each Measurement Category, if there are not at least 100 calls to be measured, measurement of compliance will be postponed until the 100 call minimum is reached. Following the measurement of compliance based upon performance to the 100 accumulated calls, the call count for that Measurement Category will reset to zero.
- (3) Contractor shall attain 90% compliance in each of the 18 Measurement Categories (see Table 7.2.6).

North DZ (6 Measurement Categories)	Metro	Code 2	Suburban	Code 2	Rural/ Open Space	Code 2
		Code 3		Code 3		Code 3
South DZ (6 Measurement Categories)	Metro	Code 2	Suburban	Code 2	Rural/ Open Space	Code 2
		Code 3		Code 3		Code 3
East DZ (6 Measurement Categories)	Metro	Code 2	Suburban	Code 2	Rural/ Open Space	Code 2
		Code 3		Code 3		Code 3

Table 7.2.6: Response Time Measurement Categories

- (4) Monthly response time reporting will clearly identify failure to meet the response time requirement in any Measurement Category
- (5) Response time warnings, liquidated damages, and cure notice time frame clocks shall be per each of the 18 total Measurement Categories identified in Table 7.2.6. Thus it is possible for the Contractor to have multiple corrective plans and damages clocks running simultaneously.

7.3 Escalating Penalties and Repetitive Pattern Failures

7.3.1. The following steps outline escalating penalties based on failure to correct non-compliance with response times. These are referred to as repetitive pattern failures. Repetitive patterns include but are not limited to inadequate unit hour deployment, staffing outliers, and trends in compliance/non-compliance (i.e., by DZ(s)/Sub-zone(s)/Measurement Category or Categories).

- a. On the first occurrence noted for one or more Measurement Category, the EMS Agency will give notice to the Contractor and require development and implementation of a corrective action plan within 15 days of Contractor notification.

- (1) The corrective action plan shall identify the problem(s) that led to the compliance deficiency and the steps being taken to correct the problem(s). The plan shall be reviewed and approved by the

EMS Director and EMS Medical Director.

- b. If within 30 days of the start of implementation of a corrective action plan, the non-compliance issue repeats, liquidated damages of **\$30,000** shall be levied or a fine equal to the actual amount that is the identified cost of the under-deployed unit hours will be imposed, whichever is greater.
- c. If non-compliance recurs in any running 60-calendar-day period, and the occurrences in hours and/or days are in a repetitive pattern, liquidated damages will be **\$60,000** or twice the amount that is the identified cost of the under-deployed unit hours, whichever is greater.
- d. For three consecutive monthly repetitive pattern failures, liquidated damages will be **\$120,000** or three (3) times the amount that is the identified cost of the under-deployed unit hours, whichever is greater.
- e. For four consecutive monthly repetitive pattern failures, in addition to liquidated damages of **\$250,000**, at the discretion of the EMS Director a recommendation may be made to the Board of Supervisors to find Contractor in Material Breach of this Agreement and pursue termination and any other available remedies.
- f. Repetitive failures within a 6 month period that are not consecutive but liquidated damages total more than \$90,000 will result in the Contractor being on probation to stop monthly occurrences within the following quarter. Failing to do so within the following three month period will result in an additional assessment of **\$90,000** in liquidated damages and at the discretion of the EMS Director a recommendation may be made to the Board of Supervisors to find Contractor in Material Breach of this Agreement.
- g. Repetitive failures within a 12 month period that are not consecutive but liquidated damages total \$300,000 or more may result in the EMS Director recommending to the Board of Supervisors to find the Contractor in Material Breach of Contract.

7.4 Additional Damages Provisions

- 7.4.1. If the EMS Agency determines a performance breach has occurred that is not addressed in the requirements above, the EMS Director may require Contractor to submit a corrective action plan upon notice. If the breach is not corrected within the time frame approved by the EMS Director, Contractor may be subject to additional liquidated damages or a finding of Material Breach.

7.5 Damages Disputes

- 7.5.1. The assessment of liquidated Damages is initially determined by the EMS Agency contract compliance specialist. Contractor may appeal to the EMS Director in writing within (10) days of receipt of notification from the imposition of any damages or damages calculation. The EMS Director will review all such appeals and make the decision to eliminate, modify, or maintain the appealed liquidated damages. The EMS Director's decision shall be final.

8. EMS AGENCY OVERSIGHT

8.1 Medical Oversight

- 8.1.1. The EMS Agency will furnish medical control services at its expense, including the services of the EMS Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
- 8.1.2. The EMS Agency, through base hospital physicians ("BHP," as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24 hours a day, seven days a week, 52 weeks a year.
- 8.1.3. The EMS Agency recognizes the unique role of the EMS Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.

8.2 Medical Protocols

- 8.2.1. To ensure appropriate levels of quality care, Contractor shall comply with medical protocols and other requirements as established by the EMS Medical Director.
- 8.2.2. Contractor shall document compliance with system medical protocols using descriptive statistics. This documentation shall describe the performance of the Contractor as a whole, its component parts (e.g. communications, First Responders and transport), individual system participants (personnel), and individual and separate skills, including clinical assessments, procedures, and medication administration.
- 8.2.3. Medical Review/Audits - The EMS Agency may require that any of the Contractor employees attend a medical review/audit when necessary, at no cost to the EMS Agency or the County.

8.3 Medical Priority Dispatch System and Response Levels

- 8.3.1. The EMS Agency plans to use its extensive experience with Medical Priority Dispatch System (MPDS), its two approved EMD Accredited Centers of Excellence®, and outcome data, to optimally deploy prehospital

personnel. MPDS requires use of its language and protocols to categorize call types (ALPHA – ECHO) but allows the EMS Agency discretion on the response prioritization and configuration. The decision on response prioritization and configuration will be data driven and evidenced based.

- 8.3.2. The Response Prioritization and Configuration Matrix (Table 8.3.2) below may be modified by the EMS Medical Director from time to time as new information becomes available. See EXHIBIT D – CLINICAL RESPONSE PRIORITIES for additional information.

Priority 1 Critical	
ALS First Responder	Lights and Sirens
ALS Ambulance	Lights and Sirens
EMS Supervisor	Lights and Sirens
Calls with very high rates of ALS interventions or mortality. This level could also use any type of vehicle or provider to provide CPR or AED.	
Priority 2 Life Threatening	
ALS First Responder	Lights and Sirens
ALS Ambulance	Lights and Sirens
Mixture of several categories with high rate of ALS intervention and high transportation rates.	
Priority 3 Urgent / Emergent Interfacility Transport	
ALS First Responder(as needed)	Lights and Sirens
ALS Ambulance	Lights and Sirens
911 system generated request for interfacility transfer from healthcare facility that has licensed medical personnel on scene credentialed at the level of Registered Nurse or higher.	
Priority 4 Non-Life Threatening	
Optional BLS or ALS First Responder	No Lights and Sirens
BLS or ALS Ambulance	No Lights and Sirens
Mixture of categories with low rates of interventions and moderate transport rates.	

Table 8.3.2: Response Prioritization and Configuration Matrix

8.4 Clinical Quality Improvement

- 8.4.1. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through the EMS Agency's quality improvement procedures to improve and maintain clinical excellence.
- 8.4.2. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

8.5 Quality Management

- 8.5.1. The Contractor shall implement the EMS Agency-approved quality management plan and develop a comprehensive quality management program consistent with the requirements of California Health and Safety Code sections 1797 et seq., and California Code of Regulations, Title 22, Division 9, Chapter 12. The EMS Agency recommends that this program be modeled after the 2015-2016 Baldrige Excellence Framework for healthcare organizations using statistical process control.
- 8.5.2. This program shall incorporate compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS system, including First Responder Agencies, medical communication center operations, and EMS. The clinical indicators measured by all system participants will be developed through collaborative efforts of the First Responder Agencies, the Contractor, and the EMS Agency and will be based on current EMS research and call demand.
- 8.5.3. Contractor must submit its quality management plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and the Alameda EMS Agency EMS Quality Improvement Plan and adhere to any future changes to the plan.
- 8.5.4. Contractor shall actively participate in the EMS Agency's Quality Management program. This commitment includes, but is not limited to:
 - a. Active participation of Bidder's senior leadership in EMS groups or committees dealing with quality management;
 - b. Designation of a Quality Manager to oversee Contractor's quality program;

- c. Submission of comprehensive key performance indicator reports to the EMS Agency;
- d. Active participation in projects designed to improve the quality of EMS in the County of Alameda;
- e. Description of the Bidder's overall approach to comprehensive quality management; and
- f. Active participation in local Health Information Exchange (HIE) data sharing initiatives approved by the applicable EMS Agency.

8.6 **Quality Processes and Practices**

8.6.1. The Contractor shall, through its organization, strive for clinical excellence. This includes, but is not limited to:

- a. Clinical care and patient outcome
- b. Skills maintenance/competency
- c. Mastery of EMS Agency Policies and Procedures
- d. Patient care and incident documentation
- e. Evaluation and remediation of field and dispatch personnel
- f. Measurable performance standards
- g. The Contractor's ability to implement and operationalize its Quality Improvement Plan

8.6.2. Customer Service Outreach and Customer Inquiries

- a. Contractor shall establish and publish a web-based customer service portal to include complaint submittals and FAQs. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt
- b. Additionally, a Customer Service Telephone Line shall be accessible giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line shall be accessible without charge to all callers within the continental United States.
 - (1) The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published in the local telephone

directory, on the Contractor's website, and publicized at local healthcare facilities and public safety agencies.

- (2) If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 911 in case the caller inadvertently called the customer service line looking for emergency service
- c. Members of the Contractor's Leadership Team are to be automatically notified of any incoming complaint calls. A management designee must return the call to the customer within two hours, 90% of the time. Incidents that require follow up to the customer must be resolved by the end of five business days from when the call was received, and if not possible, a call must be made to the customer with the status of the request.
- d. Handling Service Inquiries and Complaints:
- (1) Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
 - (2) Contractor shall submit to the EMS Agency, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS Agency's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.
 - (3) The Bidders proposal shall include a description of the Bidder's process for managing service complaints and employee input suggestions.

8.7 **Clinical and Operational Benchmarking.**

8.7.1. Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. It is anticipated that the KPI will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director and EMS Director.

8.7.2. Contractor shall provide information necessary to benchmark KPIs. KPI benchmarking may include comparing clinical data published by the National Association of EMS Physicians or other national organizations (e.g. EMS Compass) comparing Alameda County EMS with other similarly designed clinically sophisticated systems.

- 8.7.3. Participation in, or publishing the results of, peer reviewed research are another strong process measure of a system's ongoing commitment to clinical sophistication. To that end, Contractor shall use best efforts over the term of this Agreement to participate in out-of-hospital research. Such projects might include but are not limited to research involving:
- a. Impact of Public Access Defibrillation (PAD)
 - b. Reduction of "at scene" time
 - c. Reduction of "at patient" time to improve time to first defibrillation or ALS intervention
 - d. Communications system research projects or other research projects as approved by the EMS Medical Director

9. DATA AND PATIENT CARE REPORTS

9.1 Data and Reporting Requirements

- 9.1.1. The success of any EMS system is predicated upon its ability to both measure and manage its affairs. Contractor shall provide to the EMS Agency detailed operations, clinical and administrative data in a manner that facilitates its analysis.
- 9.1.2. The dispatch computer(s) used for system status management and deployment shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The Contractor shall have access to all data maintained by the CAD system(s) as necessary to analyze demand, determine deployment procedures and comply with the EMS Agency's reporting requirements

9.2 Performance Data and Reporting

- 9.2.1. Contractor shall provide, at its cost, a data reporting system for the near real-time evaluation of performance and response time data as specified and approved by the EMS Agency. This system shall enable web-based access by the EMS Agency and others whom the EMS Director may authorize.
- 9.2.2. Standardized reports shall be provided to the EMS Agency in accordance with its standards. Contractor will collaborate with the EMS Agency to provide routine and ad hoc reports.
- 9.2.3. Contractor shall provide the EMS Agency 24 hour access to the system for the purpose of monitoring performance and compliance, as well as general and quality improvement data analysis and syndromic surveillance. Monitoring dashboards shall be configured to the extent possible as specified by the EMS Agency.

- 9.2.4. Contractor shall provide access to various monitoring systems, including but not limited to CAD, AVL, mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at the EMS Agency and County Emergency Operations Center (EOC). Contractor shall also ensure remote access to same for authorized personnel as specified by the EMS Director at Contractor's cost.

9.3 **Electronic Patient Care Record (ePCR) and Assignment Data**

- 9.3.1. Contractor shall provide electronic patient care record (ePCR) data, in a form and timeframe prescribed by the EMS Agency, pursuant to California Health and Safety Code section 1797.227 and approved by EMS Medical Director, for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transport. The ePCR shall be accurately completed to include all information required in California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.
- 9.3.2. The ePCR system must have the capability of mobile data entry in Contractor's ambulances and at the patient's bedside. The ePCR system shall comply with the current version of NEMESIS and CEMESIS. Compliant means a system that has been tested and certified "compliant" by NEMESIS. The ePCR System shall also comply with the current mapping standards and data dictionary, as promulgated by the California EMS Authority. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities, including hospitals, in an HL7 format.
- 9.3.3. The ePCR system shall have the capability to:
- a. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field
 - b. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support
 - c. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record
 - d. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system

9.4 **ePCR Completion Requirements**

- 9.4.1 The EMS Agency approved ePCR shall be completed for all patients and entered by the end of the crew's shift. Contractor shall provide access to

patient care records at the receiving facilities in computer readable format and suitable for statistical analysis for all 911 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and non-transports. Contractor will provide electronic ePCR data to the EMS Agency, and EMSA, in a form prescribed by the EMS Agency, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by the EMS Agency.

9.4.2 The EMS Agency approved “short version” ePCR, shall be entered at the receiving hospital before returning to service, on Critical Patients. A Critical Patient is defined for this purpose as a patient needing one or more of the time-dependent interventions listed below:

- CPAP
- Intubation
- King LTD
- Needle Decompression
- Albuterol
- Amiodarone
- Assisted Ventilation
- Atropine
- BVM
- Calcium Chloride
- CPR (Manual or Mechanical)
- Defibrillation
- Dopamine
- Epi (1:1000 & 1:10,000)
- Intraosseous
- Pacing
- Res-Q-POD
- ROSC
- Sodium Bicarb
- STEMI Alert
- Stroke Alert
- Trauma Activation
- Versed

9.4.3 In addition to the Critical patients listed above, a short version ePCR is essential for patients who meet the following criteria. Patients for whom a PCR is essential are:

- a. STEMI patient transported to any facility, including a Cardiac Receiving Center
- b. Stroke patient transported to any facility, including a Stroke Center
- c. Any Priority 1 patient, or equivalent
- d. Any emergent (lights & siren) return to the hospital
- e. Any patient who is unable, for any reason, to provide a history
- f. All patients aged 10 or less

9.4.4 Short Version ePCR requirements:

- a. Location of incident
- b. Patient name
- c. Residence
- d. Age
- e. Weight
- f. General assessment
- g. Past medical history
- h. History of present illness/ injury
- i. Mechanism of injury
- j. Medications
- k. Allergies
- l. Physical assessment
- m. Vital signs (BP, Pulse, Respirations, Skin signs, SpO2)
- n. Treatment administered
- o. Response to treatment
- p. Narrative
- q. Glasgow Coma Scale
- r. Approximate time of patient contact

9.4.5 In addition to the Short Version ePCR, a fully completed ePCR must be finished by the crew by the end their shift.

9.4.6 Contractor shall identify files or PCR's for trauma, cardiac arrest, STEMI and / or stroke patients based upon the County's triage criteria). Contractor shall be required to provide other data points that may be reasonably requested, including any needed modifications to support EMS system data collection.

9.5 **Health Information Exchange (HIE)**

9.5.1. As health information systems evolve, the Contractor will work with the EMS Agency and local hospitals to establish, a Health Information (Data) Exchange (HIE) with each receiving facility, with automated data sharing

for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. Cost of development and implementation will be shared between the hospitals, Contractor and EMS Agency by mutual agreement.

10. RECORDS AND REQUIRED REPORTS

10.1 Records

10.1.1 Contractor shall complete, maintain and provide to the EMS Agency adequate electronic and paper records and documentation to demonstrate its performance compliance and to aid the EMS Agency in improving, modifying, and monitoring the EMS system including, but not limited to, procedures and medication administration

10.1.2 Contractor must update the electronic data collection system to reflect new Alameda County EMS Agency policies and procedures within 90 days following notification by EMS Agency.

10.2 Monthly Reporting Requirement

10.2.1 Contractor shall provide, within fifteen (15) days after the first day of each calendar month, required final reports dealing with its performance during the preceding month as it relates to clinical, operational and financial performance.

10.3 Required Reports

10.3.1 Contractor shall document and report to the EMS Director in writing in a form required by the EMS Director. Response time compliance and customer complaints/resolutions shall be reported monthly. Reports other than response time compliance and customer complaints/resolutions may be required less frequently than monthly. If a change is made to the required reports, frequency or due dates, the EMS Agency will notify Contractor at least two months prior to the change. Contractor shall provide, at Contractor's expense, any report requested by the EMS Director, in a form and specificity acceptable to the EMS Director, which shall minimally include:

a. **Financial Statements:** (For the Contractor's Alameda County operation)

(1) Monthly Income Statement (from Gross Revenues).

(2) Monthly operating costs.

(3) Monthly Balance Sheet.

(4) Monthly Cash Flow Statement.

- (5) Monthly Accounts Received by Pay Source Report, with aging.
- (6) Post-Employment Benefits Costs, if any.
- (7) For the Alameda County operation and (if applicable) for the parent organization: Annual financial statement, prepared by an independent CPA. Approval of the CPA by the EMS Director is necessary only if Contractor and/or parent company select a CPA that is not a nationally recognized accounting firm.

b. **Clinical:**

- (1) Continuing education reports
- (2) Summary of clinical/service inquiries and resolutions
- (3) Summary of interrupted calls due to vehicle/ equipment failures
- (4) A list of trauma transports, by city or unincorporated area and by hospital, including all times necessary to calculate every response time, on-scene time, and transport to hospital time.
- (5) Contractor shall capture 12 Lead and dynamic cardiac arrest reports and make them a part of the ePCR.

c. **Deployment and Operational:**

- (1) Calls and transports, by MPDS priority to include determinant, for each Deployment Zone, Sub-zone, and Measurement Category.
- (2) A list of each and every call, sorted by each Deployment Zone, Sub-zone, and Measurement Category where there was a failure to properly record all times necessary to determine the response time and/or meet the response time requirement.
- (3) A list of mutual aid responses sent and received.
- (4) Canceled responses and / or transports following arrival at scene.
- (5) Exception reports and resolution.
- (6) Penalties and exemptions.

d. **Response Time Compliance:**

- (1) A list of every emergency call dispatched including all associated times and clear indication for each of whether Contractor did or did not meet the response time standard.

- (2) The report must be sorted by each Deployment Zone, Sub-zone and Measurement Category.
- (3) For each such call in which the response time standard was not met, the time by which the standard was exceeded shall be documented.

e. **Response Time Statistical Data:**

- (1) Within 10 days following the last day of each calendar month, Contractor will ensure that response compliance reports from the County EMS data warehouse contractor are available in a computer readable format approved by the EMS Director and suitable for statistical analysis for all ambulance responses originating from requests to the County's PSAP centers. These records are to include the following data elements:
 - i. Unit identifier
 - ii. Location of call – street address
 - iii. Location of call – City or unincorporated community
 - iv. Location of call – longitude and latitude
 - v. Location of call – Deployment Zone and population density area
 - vi. Nature of call (EMD Code)
 - vii. Code to scene
 - viii. Time call received
 - ix. Time call dispatched
 - x. Time unit en route
 - xi. Time unit on-scene
 - xii. Time unit en route to transport destination
 - xiii. Total time to transport to destination
 - xiv. Arrival time at the destination
 - xv. Time of patient transfer to receiving personnel

- xvi. Time available at the destination (ie. return to in service status)
- xvii. Outcome (dry run, transport)
- xviii. Receiving hospital / destination
- xix. Code to hospital / destination
- xx. Major trauma
- xxi. Number of patients transported

f. **Personnel Reports:**

- (1) Contractor shall provide County with a list of all EMTs and Paramedics currently employed by Contractor as of the date of this Agreement, and monthly thereafter and shall update that list whenever there is a change throughout the year.
- (2) The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report and address turnover to the satisfaction of the EMS Director.
- (3) The personnel list shall include, at a minimum:
 - i. Name
 - ii. California Paramedic license number and expiration date or EMT certification number and expiration date
 - iii. Expiration date of all required courses
 - iv. California Driver's License number
 - v. Residential address
 - vi. Email address

g. **Community Report:**

- (1) Contractor shall provide an annual community report to include:
 - i. Number of conducted community education events

- ii. Public relations activities
- iii. Employee recognition

h. **Customer Feedback Surveys:**

- (1) Contractor will conduct a statistically significant customer feedback survey and provide results to the EMS Agency on a quarterly basis.
- (2) The EMS Agency and Contractor will develop the survey, which, at the EMS Agency's option, may include questions regarding Fire First Responder services, if applicable, in addition to Contractor services.

i. **Other Reports:**

- (1) Contractor shall promptly provide County with such other reports and records as may be reasonably required by the EMS Director.
- (2) These records include copies of any memos and / or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and / or system stakeholders

11. PERSONNEL

11.1 Commitment to Employees

- 11.1.1. Employee Engagement.

11.2 Comfort Stations.

- 11.2.1 The Contractor shall provide "comfort stations" located at strategic posts that are accessible to on-duty field-based personnel 24/7. At a minimum, these facilities shall:
 - a. be climate controlled (air conditioning and heat);
 - b. have adequate and comfortable seating to accommodate a complete on-duty crew;
 - c. have at least one operable toilet, sink, and microwave as well as a desk, task chair;
 - d. have data capability to enable patient care charting; and

e. have adequate accommodations to meet the needs of nursing mothers.

11.2.2 The initial locations and numbers of the Contractor's comfort stations, and any subsequent changes to these locations or numbers, will be subject to approval of the EMS Director.

11.3 **Work Schedules and Human Resource Issues.**

11.3.1 Contractor shall employ reasonable work schedules and conditions. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Patient care must not be compromised by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.

a. EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch/System Status Supervisors shall not be scheduled to work shifts longer than 12 hours, and the absolute length of any mandated or "holdover" work assignment shall not exceed 14 hours, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid) or as may be authorized by the EMS Director or his/her designee.

b. EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch / System Status Supervisors shall complete their shift on time without holdover at least 90% of the time, as measured monthly.

c. EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch/System Status Supervisors shall have a minimum of least eight (8) hours off between assignments to include holdover overtime, not just the normally scheduled release hour. This includes assignments to special events, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid).

11.4 **Personnel Licensure and Certification**

11.4.1 All persons employed by Contractor in the performance of its work, shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check.

11.4.2 All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California, and for Paramedics, accredited in Alameda County. Certification and accreditation requirements are as stated on the EMS Agency website (ems.acgov.org) and the website of the State EMS Authority (emsa.ca.gov)

11.4.3 Contractor shall retain on file at all times copies of the current and valid EMT Certification and Paramedic License and Accreditation documentation of all emergency medical personnel performing services under this Agreement.

11.4.4 Contractor shall participate in the DMV Employer Pull Notice (EPN) program.

11.5 Character Competence and Professionalism of Personnel

11.5.1 The EMS Agency expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any departure from this standard of conduct.

11.5.2 Contractor shall conduct a criminal record check on all Contractor's ambulance personnel, medical communications personnel, middle managers, and top executives to identify any misdemeanor or felony convictions that could be a factor related to an individual's performance in the EMS System. These record checks must include, at a minimum:

- a. debarment from the federal Medicare program
- b. felony or misdemeanor convictions related to driving under the influence
- c. drug related offenses
- d. sexual offenses including rape, child abuse, spousal abuse, and those criminal offenses specified in California Health and Safety Code, Section 1798.200.
- e. felony convictions, moral turpitude, chronic or habitual use of alcohol, drugs, probation status , sanctions for unsafe driving, and other offenses specified in California Vehicle Code, Section 13372.
- f. Contractor shall obtain pre-employment drug tests for all potential critical employees.

11.6 Treatment of Incumbent Work Force

11.6.1. Contractor shall offer employment in substantially similar positions to all 911 Incumbent Personnel, who are qualified, insurable, and pass drug testing and criminal background checks. This provision shall become invalid six (6) months after the Service Start Date. This provision does not apply to dispatchers, billing staff or senior management positions.

11.6.2. The Contractor shall offer employees employment in substantially similar positions.

- 11.6.3. To the extent that it is consistent with state and federal labor law, Contractor agrees that all incumbent personnel hired will retain "seniority status" earned while working in the Alameda County EMS system and seniority status will be used as criteria for "bidding" shifts, partners or other assignments.
- 11.6.4. Contractor will provide a wage and benefit program that is, at a minimum, comparable to the employees' current program

12. PERSONNEL TRAINING

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. Contractor shall retain on file at all times, copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMTs performing services under this contract.

12.1 Continuing Education Program Requirements

- 12.1.1. Contractor shall apply for and maintain approval in Alameda County as an EMS Continuing Education Provider (CE provider), as defined in California Code of Regulations, Title 22, Division 9, Chapter 11, to:
 - a. conduct continuing education courses, classes, activities or experiences
 - b. issue earned continuing education hours to EMS Personnel for the purposes of maintaining certification/licensure or re-establishing lapsed certification or licensure.
- 12.1.2. All in-service education and training programs offered for continuing education (CE) credit must comply with applicable state regulations and Alameda County EMS Agency Policies and Procedures.
- 12.1.3. Contractor shall develop and provide, or subcontract for, in-house CE training programs designed to meet State licensure/certification requirements and EMS Agency accreditation requirements at no cost to employees.
- 12.1.4. Contractor shall target educational content to address local system needs. The EMS Medical Director may mandate specific continuing education program and content requirements and the EMS Agency may review and audit any continuing education programs offered by the Contractor.
- 12.1.5. Contractor is strongly encouraged to work with, coordinate, and make available continuing education programs to fire department personnel and non-911 system ambulance providers

12.2 Paramedic Training Requirements:

- 12.2.1 Advanced Cardiac Life Support (ACLS) Certification:

- a. All paramedics responding to potentially life-threatening emergency medical requests shall have a current ACLS Course Completion Card, issued by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the ACLS curriculum and approved by the EMS Medical Director.

12.2.2 EKG Training:

- a. All paramedics, if not previously trained, must be trained in acquiring and interpreting 12-Lead EKGs for ST elevation and subsequent transport to a designed cardiac receiving center.

12.2.3 Trauma Training:

- a. Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum, and approved by the EMS Medical Director.
- b. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this contract.
- c. All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire by Contractor.

12.2.4 Pediatric Education:

- a. Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in one of the following pediatric training programs:
 - (1) Pediatric Education for Prehospital Personnel (PEPP)
 - (2) Pediatric Advanced Life Support (PALS), or
- b. Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PEPP/PALS curriculum approved by the EMS Medical Director.
- c. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this contract.

- d. All paramedics shall be required by Contractor to obtain certification in PEPP/PALS, or have completed a comparable program within six (6) months of hire by Contractor.

12.3 EMT Training Requirements:

- 12.3.1. EMTs working on 911 system BLS ambulances may be the First Responders if they witness a motor vehicle accident, shooting, etc.
- 12.3.2. EMTs whose previous experience has been limited to interfacility transfers may need additional training to prepare them for this role.
- 12.3.3. EMTs working on ALS units may also need additional training for assisting paramedics in performing advanced skills.
- 12.3.4. Trauma Training
 - a. EMTs working on 911 system ambulances must be certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum, and approved by the EMS Medical Director within three (3) months of hire by Contractor. Incumbent EMT's shall receive this training within three (3) months of the Service Start Date.

12.4 Company Orientation:

- 12.4.1 Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum:
 - a. provider agency policies and procedures;
 - b. radio communications with and between the provider agency, base hospital, receiving hospitals, and County communications centers; and
 - c. ambulance and equipment utilization and maintenance.
 - d. continual orientation to customer service expectations,
 - e. performance improvement, and
 - f. the billing and reimbursement process,
 - g. and compliance.

12.5 EMS Orientation:

- 12.5.1 Contractor shall ensure that all field personnel, not previously employed in Alameda County, attend Alameda County EMS orientation in order to become accredited by Alameda County EMS.
- 12.5.2 This course offers an overview of the Alameda County EMS system, review of Alameda County EMS Agency Policies and Procedures, EMS documentation requirements, and CPR review.
- 12.5.3 EMS will hold adequate numbers of orientation sessions(s) as needed.
- 12.5.4 Consistent with state regulations and with the approval of the EMS Medical Director, Paramedics may begin working prior to attending EMS orientation; however, the individual may only perform the State paramedic basic scope of practice and must adhere to limitations defined in EMS Policy 2000.
- 12.5.5 In order to perform the Alameda County EMS local optional and expanded scope of practice the individual must complete the accreditation process.

12.6 Incident Management:

- 12.6.1 Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training
 - a. Contractor shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local doctrine. At this time, training standards include:
 - (1) Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800 and SEMS
 - (2) Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS
 - (3) Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS

12.7 Multi-casualty Response:

- 12.7.1 Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the EMS Agency Multi-casualty Incident Plan (MCIP), which is on file at the EMS Agency, and prepare them to function in the medical portion of the Incident Command System.

- 12.7.2 The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.
- 12.8 Stress Management and Employee Resilience:**
- 12.8.1 Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- 12.8.2 Contractor's programs and any changes made to the programs shall be approved by the EMS Director.
- 12.9 Homeland Security:**
- 12.9.1 Contractor and Contractor's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction, and other Homeland Security issues.
- 12.10 Behavior Management Training:**
- 12.10.1 Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.
- 12.10.2 Emphasis shall be on techniques for establishing a climate conducive to effective field management, and for preventing the escalation of potentially volatile situations.
- 12.11 Driver Training:**
- 12.11.1 Contractor shall maintain an on-going driver training program for ambulance personnel.
- 12.11.2 The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the EMS Agency initially and on an annual basis thereafter.
- 12.11.3 Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation.
- 12.12 Infection Control:**
- 12.12.1 Contractor shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.).

12.12.2 The Contractor shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

12.13 Additional Qualifications and Training

12.13.1 Contractor may offer and/or require additional personnel qualifications and training beyond the EMS Agency requirements.

12.13.2 The County may add or delete requirements during the term of this Agreement as educational requirements change.

12.14 Training Documentation Retention

12.14.1 Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. Contractor shall retain on file at all times, copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMTs performing services under this contract

13. HEALTH AND SAFETY PROGRAMS

13.1 Workforce Safety

13.1.1 Contractor must conduct programs that will enhance the safety and health of its work force. These shall include, at a minimum:

- a. Pre-screening of potential employees (including drug testing)
- b. Initial and on-going driver training
- c. Lifting technique training
- d. Hazard reduction training
- e. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues
- f. Involvement of employees in planning and executing its safety program
- g. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents

13.1.2 Contractor's health, safety and risk mitigation process will include, at a minimum:

- a. Gathering data on ALL incidents that occur among the Contractor's workforce.

- b. Analyzing the data to find causative factors and determine preventive measures.
- c. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
- d. Gathering health and safety information as required by law.
- e. Implementing training and corrective action on health and safety related incidents, as required by law.
- f. Providing initial and on-going training on safe practices and interventions.
- g. Providing safe equipment and vehicles.

13.1.3 Contractor shall provide adequate Personal Protective Equipment (PPE) to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, rescue operations, motor vehicle accidents, etc. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The EMS Agency shall have the right to approve or modify PPE including but not limited to the type, design, color and lettering in its sole discretion.

13.1.4 Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:

- a. head (i.e. helmet)
- b. eyes (i.e. helmet face shield or goggles)
- c. ear protection
- d. skin (i.e. high visibility, reflective, and blood borne pathogen barrier jacket and gloves designed for EMS use)
- e. respiratory protection (i.e. face masks and N95 masks)

13.2 Evolving OSHA & Other Regulatory Requirements

13.2.1 If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and

TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.

- 13.2.2 Contractor shall make available at no cost to its high-risk personnel health screening and all currently recommended immunizations.

14. COMMITMENT TO THE EMS SYSTEM AND THE COMMUNITY

14.1 First Responder Agency Collaboration

14.1.1 Contractor shall collaborate and communicate with the First Responder Agencies within their respective service areas. The intent of this section is to emphasize the importance of a spirit of cooperation between EMS system participants. The following requirements are subject to negotiation and mutual agreement between Contractor, First Responder Agencies and the EMS Agency.

- a. Contractor will implement policies to facilitate Alameda County First Responders in scheduling time on ambulances to fulfill training and internship requirements.
- b. The EMS Agency will rely upon the entrepreneurial and innovative methods proposed by Contractor under this procurement to maintain the First Responder capabilities within the County. Contractor shall provide the following:
 - (1) **First Responder Liaison** - Contractor shall designate from among its Key Personnel a single individual as its contact person/liaison for the first response agencies within the service area.
 - (2) **EMS System Participation** –Contractor shall participate in local EMS activities and meetings including those that combine multiple EMS system stakeholders.

14.1.2 Subject to approval of the EMS Agency, Contractor may elect to enter into independent agreements with and directly compensate each and every EMS Agency-approved FRALS provider agency for services provided on a per transport basis subject to the following:

- a. Contractor responds a BLS ambulance in accordance with the EMS Agency's MPDS-based Priority dispatch system and the BLS ambulance arrives at the scene.
- b. A FRALS unit responds in accordance with the EMS Agency's MPDS-based Priority dispatch system and arrives at the scene.
- c. A FRALS paramedic retains control of the patient including on-board the Contractor's BLS ambulance during transport and until such time

as the patient is transferred to appropriate personnel at the receiving destination.

- d. The FRALS paramedic provides ALS level medical intervention such as intravenous medication administration during transport that is both clinically necessary and reimbursable as evidenced by Contractor's billing for and receiving revenue for the services provided. Patient assessment, including EKG monitoring, does not constitute treatment.
- e. Contractor's compensation to the FRALS provider agency delivering the funded intervention(s) to the patient shall not exceed the difference between the reimbursement received and the Contractor's cost of delivering the 911 Emergency Ambulance Service.
- f. FRALS provider agency attests that Contractor's compensation does not exceed the cost of the service(s) delivered by its paramedic to the patient and that the compensation is not considered a tax under the California Constitution (art. XIII sec. 1e) prior to accepting funds from the Contractor.
- g. Any negotiated FRALS compensation agreement must include a provision allowing the Contractor to renegotiate the dollar value of FRALS payments or terminate the FRALS agreement in the event that Contractor determines that the FRALS compensation compromises Contractor's provision of services under this Agreement

14.2 Support of Local EMS Training Activities

14.2.1 The County EMS system is composed of multiple individuals and agencies. The EMS Agency expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The most important stakeholder groups include the physicians, nurses, Paramedics, and EMTs.

14.2.2 In an effort to continually bring new caregivers into the EMS system, the EMS Agency expects the Contractor to:

- a. offer educational opportunities for EMT students to participate in ride-alongs and field internships on Contractor's ambulances
- b. provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Alameda County. These local training programs will have priority over out of county training programs.
- c. offer job interviews to qualified graduates of the EMS Agency's EMS Corps program

14.3 **Participation in EMS System Development**

- 14.3.1 The EMS Agency anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The EMS Agency requires that its contactor(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

15. **ELECTRONIC DATA COLLECTION SYSTEM**

15.1 **Data Collection System Requirements**

- 15.1.1. The EMS Agency requires the use of its selected single, uniform electronic patient care report and data collection system for all 911 providers in the County. Contractor will be the backbone of the data collection system; Contractor will own, provide, and maintain the system. Contractor must provide the software for the First Responder Agencies, and the EMS Agency will provide technical support for these First Responder Agencies through a separate consulting contract. (See [Section 9 of this Agreement](#) for more information on patient care record requirements.)
- 15.1.2 If, in the opinion of the EMS Agency, the product described is superior to the system currently in use, the Contractor shall provide the ePCR software program to all First Responder Agencies at no cost to these agencies.
- 15.1.3 If the product described by Contractor is not acceptable to the EMS Agency, Contractor shall work with the EMS Agency to develop and implement a system meeting the EMS Agency's requirements that provides the characteristics required to monitor a system as large and complex as Alameda County. In either case, Contractor shall provide the ePCR software program and CAD interface to all First Responder Agencies at no cost to these agencies.

16. **HEALTH STATUS IMPROVEMENT AND COMMUNITY EDUCATION**

16.1 **Community Education**

- 16.1.1 The EMS Agency desires that Contractor support prevention and system access through community education programs provided to the school system and community groups. It is the EMS Agency's desire that the Contractor will lead or participate in such programs working collaboratively with the EMS Agency, other public safety and EMS-related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

16.2 **EMT and Paramedic Workforce**

- 16.2.1. Contractor shall collaborate with Alameda County EMS and the Alameda County Public Health Department to develop and facilitate EMT training programs, internships and related opportunities for Alameda County

residents from racial/ethnic and income groups that are underrepresented among health/emergency medical professionals.

16.2.2. Contractor shall annually plan and implement a definitive community education program, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS system.

16.2.3. Contractor shall annually undertake at least one project that shall demonstrably improve the health status in the community. Health status improvement programs targeted to "at risk populations" may include: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 911 awareness, gun safety, drowning prevention, senior safety program, and home hazard inspection program.

a. The impact of the annual Health Status Improvement Project is to be statistically significant. For example:

- (1) selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement
- (2) collecting and analyzing data on those indicators, and making the results available to the community in order aid in evaluating the effectiveness of an intervention and the contributions of participating entities

b. Contractor is to use its best efforts to obtain external grant funding for Health Status Improvement Projects. Steps in health improvement projects include:

- (1) Analyzing the community's health issues
- (2) Inventorying resources
- (3) Developing a health improvement strategy
- (4) Establish accountability for activities
- (5) Monitor process and outcomes

17. CAAS ACCREDITATION

17.1 CAAS Accreditation Requirement

- 17.1.1 Within eighteen months of the Service Start Date, Contractor shall attain Accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization as may be approved by the EMS Director.
- 17.1.2 Contractor shall maintain its accreditation throughout the term of this Agreement.

18. ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES

18.1 Environmentally Preferable Products

- 18.1.1 It is the intent of these specifications, terms, and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products.

18.2 Recycling

- 18.2.1 Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.
- 18.2.2 Some examples include:
 - a. backhauling product packaging to the supplier for reuse or recycling
 - b. shipping in bulk or reduced packaging
 - c. using soy bean-based inks for packaging printing
 - d. using recycled product packaging or using recyclable or reusable packaging material The County encourages all Contractors for goods and services to adhere to these principles where practical.

19. ACCOUNTING PROCEDURES

19.1 Invoicing and Payment for Service

- 19.1.1 EMS Agency shall render its invoice for any liquidated damages to the Contractor within 30 business days of the EMS Agency's receipt of the Contractor's monthly performance reports. The Contractor shall pay the EMS Agency on or before the 30th day after receipt of the invoice. Any

disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to the County's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contactor to pay liquidated damages to the EMS Agency as specified within the timeline identified herein shall constitute material breach of this Contract.

19.2 **Audits and Inspections**

- 19.2.1. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.
- 19.2.2. With reasonable notification and during normal business hours, County, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to the EMS Agency at the EMS office or other mutually agreeable location. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.
- 19.2.3. On an annual basis, the Contractor shall provide the EMS Agency with externally audited financial statements by certified public accountants for Contractor's ambulance operations in Alameda County and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's 911 Ambulance Services operation.
- 19.2.4. Contractor may be required by County to provide County with periodic report(s) in the format approved by the EMS Director to demonstrate billing compliance with approved/specified rates

20. **ADMINISTRATIVE PROVISIONS**

20.1 **Annual Performance Evaluation**

- 20.1.1 The County may evaluate the performance of the ambulance provider on an annual basis. The report, at a minimum, shall include the following in the performance evaluation:
 - a. Response time performance standards have been met at or above the minimum requirements in this Agreement;
 - b. Clinical performance standards have been met at or above the minimum requirements in this Agreement;

- c. Innovative programs to improve system performance have been initiated.
- d. A stable work force has been maintained and there have been documented efforts to minimize employee turnover.

20.2 Continuous Service Delivery

- 20.2.1. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Contract, regardless of the nature or causes underlying such breach.
- 20.2.2. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

20.3 Material Breach and Provisions for Termination of this Agreement

- 20.3.1. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within seven (7) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.
- 20.3.2. County reserves the right to immediately terminate or cancel this Agreement if in the determination of the EMS Director continued service by Contractor poses an immediate threat to public health and safety.

20.4 Definitions of Breach

- 20.4.1. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:
 - a. Willful failure of Contractor to operate the 911 Ambulance Services system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach but such willful and repeated breaches shall constitute a material breach;
 - b. Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under contract;

- c. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
- d. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
- e. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle;
- f. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- g. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- h. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- i. Repeated failure of Contractor to meet response time requirements after receiving notice of non-compliance from the EMS Director;
- j. Repeated failure of Contractor to pay liquidated damages to the EMS Agency on or before the 30th day after receipt of the invoice;
- k. Failure to continuously employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the EMS Director and/or EMS Medical Director at any time during the course of this Agreement term;
- l. Failure of Contractor to provide and maintain the required insurance as described in Exhibit E, and the performance security bond;
- m. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, or financial data, within the time periods specified;
- n. Any failure of performance, clinical or other, which is determined by the EMS Director and confirmed by the EMS Medical Director to constitute an endangerment to public health and safety;
- o. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

20.5 County's Remedies

20.5.1 Termination

- a. If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement.

20.5.2. Emergency Takeover

- a. The County shall have the right to pursue Contractor for damages and the right of Emergency takeover as set forth in Section 20 of this Agreement.
- b. All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

20.6 Provisions for Curing Material Breach

20.6.1 Specifications

- a. In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents an immediate threat to public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.
- b. Except where the EMS Director determines that the breach presents an immediate threat to public health and safety requiring an immediate termination of this Agreement, Contractor shall have the right to cure such material breach within seven (7) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within twenty-four (24) hours of receipt of such material breach notice, Contractor shall deliver to EMS Agency, in writing, a plan of action to cure such material breach. If, within the EMS Agency's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to the EMS Agency in a timely manner, EMS Agency may take over Contractor's operations. Contractor shall cooperate completely and immediately with EMS Agency to affect a prompt and orderly transfer of all responsibilities to EMS Agency.
- c. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions

shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the emergency takeover has been completed.

- d. Contractor's cooperation with and full support of such emergency takeover shall not be construed as acceptance by Contractor of the findings and material breach, and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.
- e. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

20.7 Termination

20.7.1. WRITTEN NOTICE

- a. This Agreement may be canceled immediately by written mutual agreement of the Contractor and the County.

20.7.2. FAILURE TO PERFORM

- a. If Contractor fails to cure a material breach under the terms of Section 20 of this Agreement or the County invokes an Emergency Takeover in accordance with Section 20.8 below, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, EMS Agency may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond (or letter of credit) and any sum due Contractor under this Agreement or from third-party payors or clients who have paid Contractor a fee for services within Alameda County, without prejudice to County's rights otherwise to recover its damages. The EMS Agency and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

20.8 Emergency Takeover

20.8.1. Specifications

- a. In the event the EMS Agency reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a

labor dispute has prevented performance, and if the nature of the breach is, in the EMS Director's sole determination, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by EMS Agency of Contractor's ambulances and comfort stations. Such takeover shall be affected within not more than 72 hours after Board of Supervisors' action.

- b. In the event of an emergency takeover, County may lease any and all service vehicles used by the Contractor in the performance under the Contract, including, but not limited to, fully equipped ambulances and supervisor vehicles, for one dollar (\$1.00) per month per vehicle. County may also lease Contractors comfort stations for one dollar (\$1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by the EMS Agency to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by the EMS Agency in accordance with EMSA requirements.
- c. Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.
- d. Contractor shall deliver ambulances and comfort stations to the EMS Agency in mitigation of any damages to County resulting from Contractor's material breach. EMS Agency shall have immediate access to Contractor's Performance Bond to allow continuous delivery of services during the takeover period. All funds recovered and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous 911 Ambulance Services. Examples of how funds will be used are: personnel salaries and benefits, building and vehicle lease payments, and insurance premiums.
- e. The EMS Agency shall have the right to authorize the use of Contractor's vehicles, equipment and rest stations by another company or entity. Should County require a substitute contractor to obtain insurance on equipment, vehicles or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations,

Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

- f. All of Contractor's vehicles and related equipment necessary for provision of 911 Ambulance Services under this Agreement will be delivered to the EMS Agency during an emergency takeover period. Contractor shall maintain and provide to the EMS Agency a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide 911 Ambulance Services hereunder shall be reported to the EMS Agency within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

20.9 "Lame Duck" Provisions

20.9.1. Conditions

- a. Should this Agreement not be renewed or extended, or if the EMS Agency has indicated its intent to enter into a procurement process to seek a different 911 Ambulance Services provider, Contractor agrees to continue to provide all services required in and under this Agreement until the County or a new entity approved by the EMS Agency assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:
 - (1) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume.
 - (2) Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this Agreement.
 - (3) Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled

increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed.

- (4) Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders, and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.
- (5) The EMS Agency recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. The EMS Agency shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period.
- (6) Should the EMS Agency select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence by the current service provider or County.

21. REGULATORY COMPLIANCE

21.1 Federal Healthcare Program Compliance Provisions

- 21.1.1. Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, 911 Ambulance Services and those associated with employees.

21.2 Medicare Compliance Program Requirements

- 21.2.1. Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for

Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

21.3 Health Insurance Portability and Accountability Act (HIPAA)

21.3.1. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations. The three major components of HIPAA include:

- a. Standards for Privacy and Individually Identifiable Health Information.
- b. Health Insurance Reform: Security Standards.
- c. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

21.4 State and Local Regulations Compliance Provisions

21.4.1. Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with County policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

22. GENERAL PROVISIONS

22.1 Assignment

22.1.1. Except for the subcontracting provisions specified herein, Contractor shall not assign or subcontract any portion of the Agreement for services to be rendered without written consent first obtained from the EMS Agency and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of the EMS Agency shall not convey any rights to the assignee.

22.2 Permits and Licenses

22.2.1. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.

- 22.2.2 Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.
- 22.2.3. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.
- 22.2.4. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

22.3 Compliance with Laws and Regulations

- 22.3.1. All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

22.4 Private Work

- 22.4.1. Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement or allocation of overhead and that is not inconsistent with the terms of this Agreement. In the event Contractor does private work outside of this Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding this Agreement shall clearly identify the relation and percentage shared.

22.5 Retention of Records

- 22.5.1. Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

22.6 Product Endorsement/Advertising

- 22.6.1. Contractor shall not use the name of Alameda County or Alameda County EMS for the endorsement of any commercial products or services without the prior express written permission of the EMS Director.

22.7 Observation and Inspections

22.7.1. EMS Agency representatives may, at any time, and without notification, directly observe Contractor's operations at the Contractors dispatch center and/or at an EMS Agency-approved EMD center participating in system status management and / or dispatch of Contractors resources, the maintenance facility, or any ambulance post location. Ann EMS Agency representative may ride along on any of Contractor's ambulance units at any time, provided, that EMS Agency representatives shall conduct themselves in a professional and courteous manner, and shall at all times be respectful of Contractor's employer/employee relationships.

22.7.2. At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment contracts, and other documentation for County to fulfill its oversight role.

22.8 Omnibus Provision

22.8.1. Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

22.9 Rights and Remedies Not Waived

22.9.1. Contractor covenants that the provision of services to be performed by Contractor under this Contract shall be completed without compensation from the County, except as specified herein. The acceptance of work under this Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with this Agreement.

22.10 Consent to Jurisdiction

22.10.1. Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue shall lie in Alameda County, California.

22.11 End-Term Provisions

22.11.1. Contractor shall have ninety (90) days after termination of this Agreement in which to supply the required audited financial statements and other such

documentation necessary to facilitate the close out of this Agreement at the end of the term.

22.12 Cost of Enforcement

22.12.1. If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision.

23. GENERAL TERMS AND CONDITIONS

23.1 Independent Contractor.

23.1.1 No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

23.1.2. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

23.1.3 In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

23.1.4. Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient,

timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

- 23.1.5. Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

23.2 **Indemnification:**

- 23.2.1. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

- 23.2.2. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

23.3 **Insurance.**

- 23.3.1. Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit E, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit E shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any

and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

23.4 Performance Security Bond.

23.4.1. Upon the commencement of the term of this Agreement, Contractor shall deliver to the County's Auditor-Controller, and shall maintain in effect at all times during the term of this Agreement and any extended Term, including a period of one (1) year after expiration or earlier termination of this Agreement, a valid corporate Performance Bond, or an irrevocable Letter of Credit, in the amount of fifteen million dollars (\$15,000,000) payable without condition to the County of Alameda, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this Agreement to be performed by the Contractor, and as said Agreement may be amended, supplemented or extended.

23.5 Conflict of Interest; Confidentiality.

23.5.1 Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

To Contractor: Troy M. Hagen, CEO
Falck California
1517 W. Braden Ct.
Orange, CA 92868

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

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

23.7 No Waiver.

23.7.1 No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

23.8 Workers' Compensation.

23.8.1. Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

23.9 Conformity with Law and Safety.

23.9.1. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

23.10 Equal Employment Opportunity Practices Provisions.

- 23.10.1 Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- 23.10.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 23.10.3 Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 23.10.4 If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 23.10.5 Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
- 23.10.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- 23.10.7 The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

23.11 Drug Free Workplace.

23.11.1 Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

23.12 Time of Essence.

23.12.1 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

23.13 Accidents.

23.13.1. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and warrants submission of an Alameda County EMS Unusual Occurrence Report (as per EMS Policy). Contractor shall immediately notify County by contacting the EMS Dispatch Center and asking to speak to the EMS person on call. The EMS person on call shall immediately notify the Alameda County Risk Manager's Office by telephone. If after business hours, this message may be left as a voicemail. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents, which occur in connection with this Agreement. This report must include the following information:

- a. name and address of the injured or deceased person(s);
- b. name and address of Contractor's sub-Contractor, if any;
- c. name and address of Contractor's liability insurance carrier; and
- d. a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

23.13.2. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

23.14 Headings.

23.14.1 Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

23.15 Debarment and Suspension Certification.

23.15.1. Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations ("CFR") 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549. By signing this agreement and EXHIBIT F – DEBARMENT AND SUSPENSION CERTIFICATION, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

23.16 Taxes.

23.16.1. Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

23.17 Ownership of Documents.

23.17.1. Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

23.17.2. Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic

copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

- 23.17.3. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in this Agreement have been fully performed or paid for.
- 23.17.4. In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.
- 23.17.5. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in this Agreement, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

23.18 Conflicts and Interpretation

- 23.18.1. This Agreement has been drafted to include the requirements contained in the Request for Proposal EMS-901017 and all addenda thereto and the Contractor's proposal in response to that RFP. In the event of any conflict (direct or indirect) among this Agreement, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that services provided under this Agreement, the scope of work described in the RFP, and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible. The RFP and Response may be relied upon to interpret this Agreement and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with broadest scope of services for the best value.

23.19 Modification and Amendment.

- 23.19.1. The terms of this Agreement may be modified by mutual consent of the Parties in writing. Examples of modifications include changes to improve the efficiency of the EMS System, to reduce costs, or to improve clinical

care. This includes but may not be limited to: (1) modifying rates of patient charges; (2) waiving, increasing or reducing liquidated damages; or (3) modifying response time standards and/or response patterns, based on emerging clinical evidence or science. If an agreed-to modification requires approval by EMSA, Contractor agrees to assist in obtaining that approval, if requested by the EMS Director.

23.20 **Severability.**

23.20.1 If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

FALCK NORTHERN CALIFORNIA,
CORP

By: _____

Signature

By: _____

Signature

Name: _____

Wilma Chan

Name: _____

Troy M. Hagen

Title: President of the Board of Supervisors

Title: CEO

Date: 10/4/2018

Approved as to Form:

DONNA R. ZIEGLER, County Counsel

By: _____

K. Scott Dickey, Assistant County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXHIBIT A – TRANSITION PLAN

TRANSITION PLAN				
ID	Task Name	Start	Finish	Duration
1	Start of Contract	10/1/2018	10/1/2018	1 day
2	Meet with and Negotiate a contract with ACRECC for Dispatch Services	10/1/2018	11/1/2018	32 days
3	Ongoing Meetings with ALCO EMS regarding the Implementation Plan	10/1/2018	7/1/2019	274 days
4	Fleet Implementation Plan	10/1/2018	5/31/2019	243 days
4a	Manufacture of Ambulances by Leader	10/1/2018	4/30/2019	212 days
4b	Communications Equipment installed in New Ambulances (Radios, ePCR Systems and Scanners)	11/1/2018	4/22/2019	173 days
4c	CHP Inspections of New Ambulances	5/1/2019	5/15/2019	15 days
4d	ALCO EMS Inspection of New Ambulances	5/15/2019	5/31/2019	17 days
4e	Purchase Chevy Tahoe Vehicles from Local Dealer	10/1/2018	10/1/2018	1 day
4f	Supervisor SUVs delivered from Local Dealer	3/1/2019	4/22/2019	53 days
4g	Supervisor SUVs Outfitted for Code 3 and Communications Systems	3/11/2019	5/10/2019	61 days
5	Facilities Implementation Plan	10/1/2018	3/15/2019	226 days
5a	Engage Real Estate Agent to Identify Station Locations	10/2/2018	12/31/2018	91 days
5b	Present and Finalize Station Locations with County	1/1/2019	1/15/2019	15 days
5c	Finalize Lease Agreements	1/15/2019	1/31/2019	17 days
5d	Property Improvements/Facility Preparations	2/1/2019	3/31/2019	59 days
5e	County Station Inspections	5/1/2019	5/15/2019	15 days
6	Equipment Implementation Plan	10/1/2018	5/31/2019	243 days
6a	Coordinate EMS Supplies with Vendors	10/1/2018	12/1/2018	62 days
6b	Durable Medical Equipment Order and Inventory	10/1/2018	12/1/2018	62 days
6c	Supply Order and Inventory	10/1/2018	2/1/2019	124 days
6d	Ambulance Supply Stocking	2/1/2019	4/22/2019	81 days
6e	Equipment /Supply Vehicles	11/1/2018	4/22/2019	173 days
6f	County and CHP Inspections	5/1/2019	5/31/2019	31 days
7	Staff Implementation Plan	10/1/2018	6/30/2019	273 days
7a	Meeting with the Employee's Union	10/15/2018	10/15/2018	1 day
7b	EMT/Paramedic Recruitment Timeline	10/1/2018	6/1/2019	244 days
7c	Open House 1	3/13/2019	3/13/2019	1 day
7d	Open House 2	3/16/2019	3/16/2019	1 day
7e	Open House 3	4/17/2019	4/17/2019	1 day
7f	Open House 4	5/20/2019	5/20/2019	1 day
7g	New Hire Orientation and Training	5/1/2019	6/30/2019	61 days
8	Communications Implementation Plan	6/1/2018	5/15/2019	349 days
8a	Engage DNI	6/1/2018	10/1/2018	123 days
8b	Dispatch	10/1/2018	1/1/2019	93 days
8c	Vehicle Communications Equipment	11/1/2018	4/22/2019	173 days
8d	County Inspection of Communications Systems	5/1/2019	5/15/2019	15 days
9	Start Up Date	6/30/2019	6/30/2019	1 day

EXHIBIT B – CONTRACTOR’S USER FEES – 911 SYSTEM

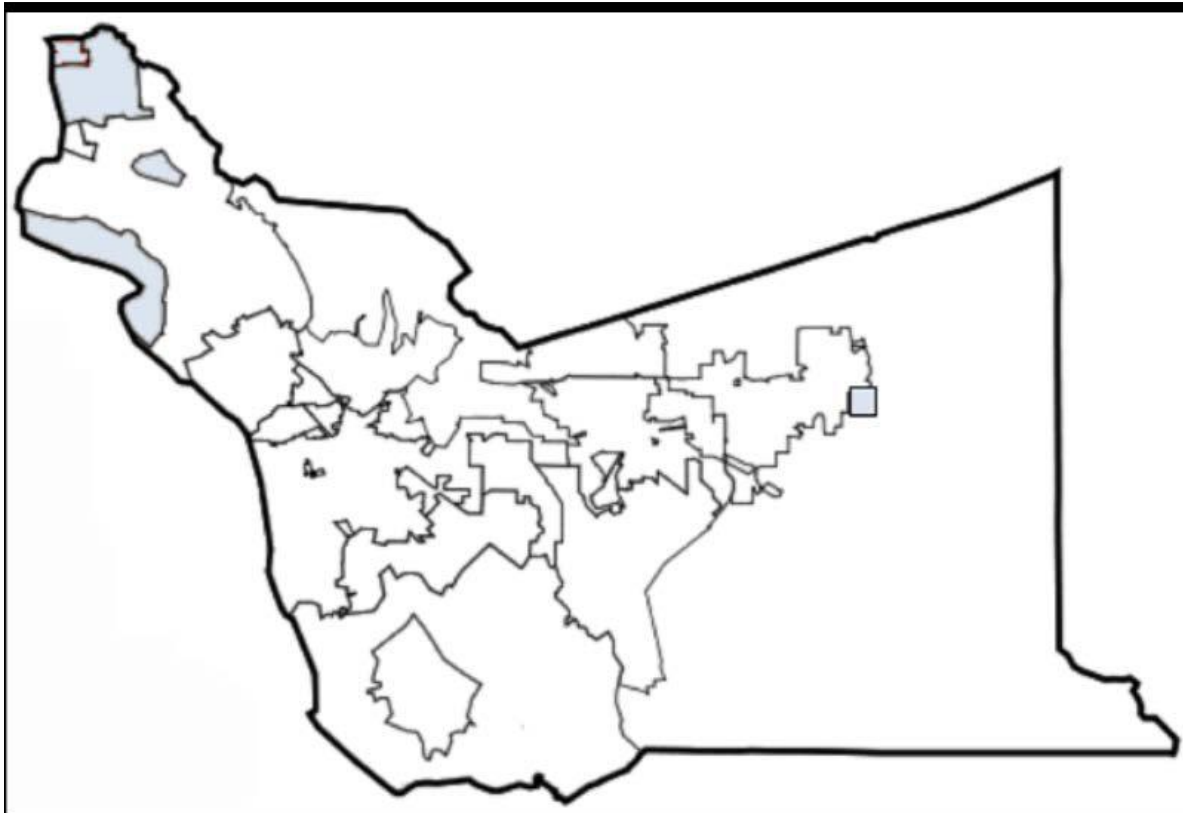
Contractor’s User Fees – 911 System	Effective 7/1/2019
Bundled Base Rate	\$ 2295.00
Mileage Per Mile	\$ 51.78
Oxygen	\$ 171.45
* Treat, Non-transport rate	\$ 460.27

* Treat, Non-transport rate applies to patients who receive a treatment intervention (such as 50% Dextrose) and subsequently refuse transport. Assessment (vital signs, EKG, etc.) does not constitute treatment interventions.

EXHIBIT C – EOA and RESPONSE ZONE MAPS

Exculsive Operating Area (EOA)

The EOA includes all geographic areas of Alameda County, with the exception of the cities of Alameda, Albany, Berkeley, and Piedmont, which are served by the local fire service, and the Lawrence Livermore National Laboratory, which is served by the Alameda County Fire District. The EOA consists of the unshaded areas of the map below and the excepted areas, as listed above, are shaded on the map below.



Deployment Zones and Sub-zones

For response time deployment planning, reporting and compliance purposes, there are three (3) Deployments Zones, and three (3) Sub-zones within each Deployment Zone based on population density. The response areas outside of the Contractor’s EOA responsibility (Alameda, Albany, Berkeley, Piedmont, and Lawrence Livermore National Laboratory) are not included in these zones.

The three Deployment Zones, delineated by the red line on the map below, are:

North: From the northwest County line down the bayside communities to an east/west line crossing Interstate 880 (I-880) at Industrial Boulevard, intersecting Palomares Road and continuing in the north-easterly direction to the County line.

South: From the line crossing I-880 at Industrial Boulevard and intersecting Palomares Road continuing southerly to Niles Canyon Road, then south-easterly along Niles Canyon Road, Paloma Way and Calaveras Road to the County line.

East: Commonly called the Tri-Valley, the three cities and unincorporated areas within Alameda County east of the North and South Deployment Zones.

The three subzones, differentiated on the map below by color, are:

Metro: Area shaded in blue that correlates to 2,000 or more residents per square mile

Suburban: Area shaded in green that correlates to 1,000 to 1,999 residents per square mile

Rural/Open Space: Area shaded in yellow that correlates to 0 to 999 residents per square mile

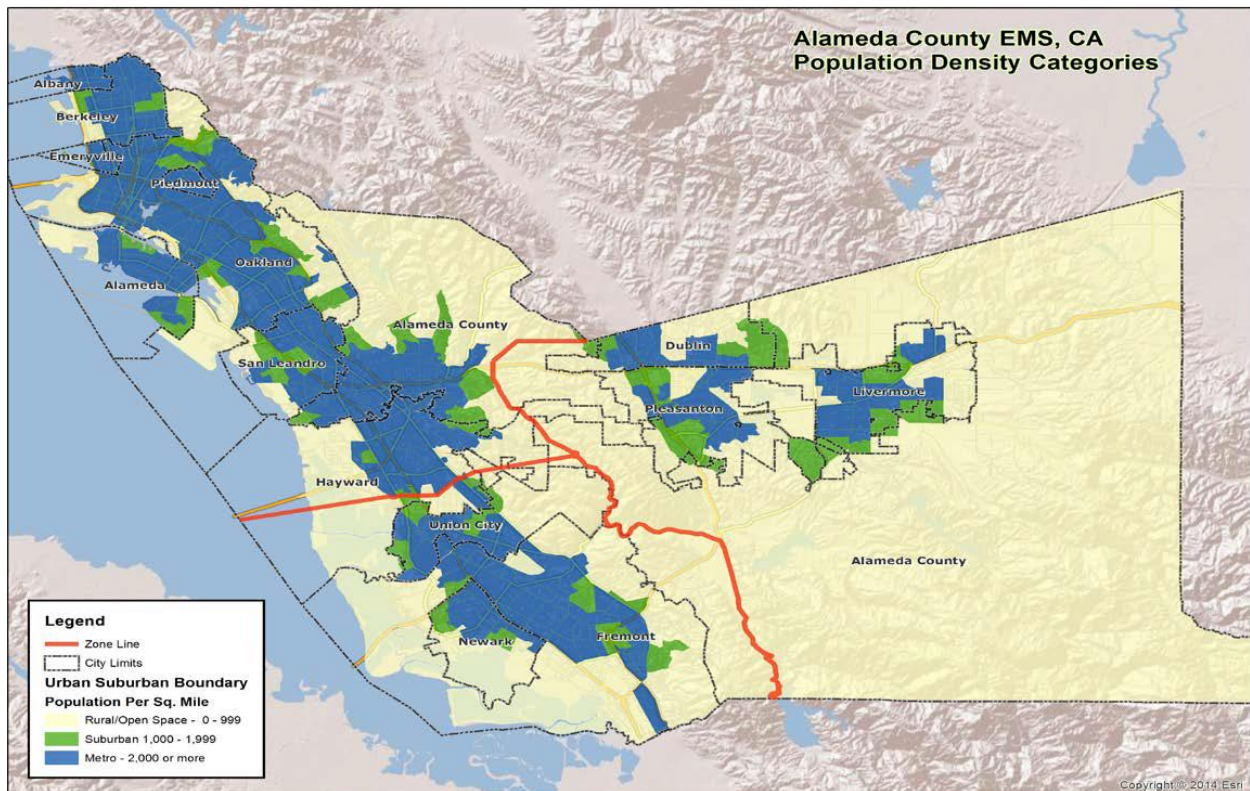


EXHIBIT D – CLINICAL RESPONSE PRIORITIES

PRIORITY 1	
Response Requirement:	
Code 3 ALS First Responder Code 3 ALS Ambulance Code 3 EMS Supervisor	
MPDS Call Types:	
02D	Allergic Rx
02E	Allergic Rx
06D	Breathing Problems
06E	Breathing Problems
07D	Burns / Explosions
07E	Burns / Explosions
09D	Cardiac / Resp Arrest
09E	Cardiac / Resp Arrest
11E	Choking
14A	Drowning
14B	Drowning
14C	Drowning
14D	Drowning
14E	Drowning
23D	Overdose / Poisoning
27B	GSW / Stabbing / Pen. Trauma
27D	GSW / Stabbing / Pen. Trauma
30D	Traumatic Injury
31E	Uncon. / Syncope

PRIORITY 2	
Response Requirement:	
Code 3 ALS First Responder Code 3 ALS Ambulance	
MPDS Call Types:	
01D	ABD Pain
02B	Allergic Rx
02C	Allergic Rx
03D	Animal Bite/Attack
04D	Assault/Sex Assault
05D	Back Pain
06C	Breathing Problems
07A	Burns / Explosions
07B	Burns / Explosions
07C	Burns / Explosions

08C	CO / Inh. / Hazmat
08D	CO / Inh. / Hazmat
08O	CO / Inh. / Hazmat
09B	Cardiac / Resp Arrest
10C	Chest Pain
10D	Chest Pain
11A	Choking
11D	Choking
12A	Seizures
12B	Seizures
12C	Seizures
12D	Seizures
13C	Diabetic Problems
13D	Diabetic Problems
15C	Electrocution
15D	Electrocution
15E	Electrocution
17D	Falls
18C	Headache
19C	Heart Problems
19D	Heart Problems
21C	Hemorrhage/Lacerations
21D	Hemorrhage/Lacerations
22A	Inaccessible Incident- No longer trapped
22B	Entrapment
22D	Entrapment
24C	Pregnancy / Childbirth
24D	Pregnancy / Childbirth
25D	Suicide Attempt
26C	Sick Person
27A	GSW / Stabbing / Pen. Trauma
28A	Stroke / CVA
28C	Stroke / CVA
29A	MVA
29B	MVA
29D	MVA
29O	MVA
31C	Uncon. / Syncope
31D	Uncon. / Syncope

PRIORITY 3	
Response Requirement:	
Code 3 ALS First Responder (As Needed) Code 3 ALS Ambulance	
MPDS Call Types:	
33A	Inter-Fac Transfer - Routine
33C	Inter-Fac Transfer - Routine
33D	Inter-Fac Transfer - Routine
37A	Inter-Fac Transfer - Specific
37C	Inter-Fac Transfer - Specific
37D	Inter-Fac Transfer - Specific

PRIORITY 4	
Response Requirement:	
Code 2 BLS or ALS First Responder (Optional) Code 2 BLS or ALS Ambulance	
MPDS Call Types:	
01A	ABD Pain
01C	ABD Pain
02A	Allergic Rx
03A	Animal Bite/Attack
03B	Animal Bite/Attack
04A	Assault/Sex Assault
04B	Assault/Sex Assault
05A	Back Pain
05C	Back Pain
08B	CO / Inh. / Hazmat
09O	Cardiac / Resp Arrest
10A	Chest Pain
13A	Diabetic Problems
16A	Eye Injury / Problem
16B	Severe Eye Injury
16D	Eye Injury / Problem
17A	Falls
17B	Falls
18A	Headache
18B	Headache Unknown Status
19A	Heart Problems
20A	Heat / Cold Exposure
20B	Heat / Cold Exposure
20C	Heat / Cold Exposure
20D	Heat / Cold Exposure

21A	Hemorrhage/Lacerations
21B	Hemorrhage/Lacerations
23B	Overdose / Poisoning
23C	Overdose / Poisoning
23O	Overdose / Poisoning
24A	Pregnancy / Childbirth
24B	Pregnancy / Childbirth
24O	Pregnancy / Childbirth
25A	Suicide Attempt
25B	Suicide Attempt
26A	Sick Person
26B	Sick Person
26D	Sick Person
26O	Sick Person
30A	Traumatic Injury
30B	Traumatic Injury
31A	Uncon. / Syncope
32B	Unk. Problem (Man down)
32D	Unk. Problem (Man down)

EXHIBIT E – MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A. Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$5,000,000.00 per occurrence (CSL) Bodily Injury and Property Damage
B. Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$5,000,000.00 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C. Workers' Compensation (WC) and Employers Liability (EL) Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000.00 per accident for bodily injury or disease
D. Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$5,000,000.00 per occurrence \$10,000,000.00 project aggregate
E. Endorsements and Conditions: ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.	
<ol style="list-style-type: none"> 1. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 2. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 3. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 4. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 5. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 6. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 7. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

