

## **AMBULANCE PROVIDER AGREEMENT**

This Ambulance Provider Agreement, (AGREEMENT), entered into this first day of November, 1999 by and between American Medical Response West, a California Corporation, ("CONTRACTOR") and the County of Alameda, ("COUNTY"), herein after referred to as "PARTIES".

### **RECITALS OF AUTHORITY**

Whereas, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the local Emergency Medical Service "EMS" Agency to create Exclusive Operating Areas to restrict operations to one or more providers of emergency ambulance services and Advanced Life Support Services in the development of a local plan through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981; and

Whereas, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Alameda has designated the COUNTY to be the local EMS AGENCY and to develop a written agreement with a qualified Paramedic Service Provider that provides Emergency Ground Ambulance and participates 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 Paramedic Service Providers to have a written agreement with the local EMS COUNTY to provide advanced life support;  
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1. DEFINITIONS**

- 1.1. Alameda County Emergency Medical Services Agency (ACEMSA) – The Local EMS Agency (LEMSA) as defined in California Health and Safety Code Division 2.5, Section 1797.94
- 1.2. Acute Care Facility - A facility licensed by the State Department of Health

AMBULANCE PROVIDER AGREEMENT

Services as a general acute care hospital.

- 1.3. Advanced Life Support Ambulance (ALS Ambulance) - A ground ambulance that provides transport of the sick and injured and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code.
- 1.4. Advanced Life Support Inter-facility Transfer - The transport of a patient from a facility requiring ALS ground ambulance services.
- 1.5. COUNTY EMS Policy Manual - All COUNTY policies, procedures and protocols including medical oversight and medical policies promulgated by the EMS Medical Director to ensure CONTRACTOR's performance meets medical standards in the community.
- 1.6. ALS Ground Ambulance Services - The provision of advanced life support services by an authorized ALS Provider pursuant to an Ambulance Provider Agreement consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and COUNTY policies and procedures.
- 1.7. Ambulance Response Zone - a geographic area, the boundaries of which have been determined by the Alameda County Board of Supervisors to assure strategic placement of ambulances and effective ambulance response to Medical Emergencies, which may include one or more exclusive operating areas. These zones are set forth in Exhibit-A.
- 1.8. Arrive Destination, On Scene Hospital (OSH) - The time that an emergency ground ambulance arrives at an approved receiving facility (or location) or at the point where it is to rendezvous with another ambulance.
- 1.9. At Scene, On Scene (OS) - For the purposes of measuring the CONTRACTOR'S Response Time compliance in this AGREEMENT, At Scene, On Scene shall be the time shortly before the ALS ambulance or if in the North Zone, an ALS Ambulance or a paramedic supervisor (only for the purposes of the first ALS provider) comes to a stop at the address/site

AMBULANCE PROVIDER AGREEMENT

to which it has been dispatched by an Authorized EMS Dispatch Center. In the case of significantly encumbered/restricted access to the patient, At Scene, On Scene shall be the time the ALS ambulance or if in the North Zone, an ALS ambulance or a paramedic supervisor (only for the purposes of the first ALS provider) arrives at the restricted access point, e.g. staging area, closed gated community, or rendezvous point to be escorted to the patient by another individual.

- 1.10. Authorized ALS Ambulance Provider - An ambulance provider that is authorized to provide ALS ambulance services within Alameda County pursuant to an ambulance provider agreement with the COUNTY.
- 1.11. Authorized EMS Call Center - A call receipt center approved by the local EMS Agency to request the services of the emergency ground ambulances of the ambulance service provider under contract to provide emergency ground ambulance services.
- 1.12. Authorized EMS Dispatch Center – A dispatch center approved by ACEMSA to dispatch emergency medical units.
- 1.13. Available on Radio (AOR) - The time that an emergency ground ambulance is available on radio/pager to respond as directed by the Authorized EMS Dispatch Center.
- 1.14. Back-up - An ambulance and crew requested to assist other ambulance(s) and crew(s) on the scene of a medical emergency.
- 1.15. Basic Life Support Ambulance (BLS Ambulance) - An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, and the Alameda County EMS Policy Manual.
- 1.16. Call Received, Time of Call (TOC) - The time that the callback number, location, cross streets and symptom(s)/type of incident have been received at the CONTRACTOR'S Dispatch Center such that a proper

AMBULANCE PROVIDER AGREEMENT

dispatch can be determined and made.

- 1.17. Emergency Ground Ambulance - An ambulance staffed and equipped in compliance and as set forth in this AGREEMENT.
- 1.18. Emergency Ground Ambulance Services - All ambulance services performed at the request of a 9-1-1 Authorized EMS Call Center or determined to be either a Code Two or Code Three level response by an Authorized EMS Call Center.
- 1.19. Emergency Medical Dispatch (EMD) – A term to describe an organized system of call triage utilizing Medical Priority Services protocols.
- 1.20. Emergency Medical Personnel - All public safety first responders, Emergency Medical Dispatchers, EMT-1's and Paramedics functioning within the emergency medical services system.
- 1.21. Paramedic - means an individual whose scope of practice to provide advanced life support according to standards prescribed by Division 2.5 of the Health and Safety Code and who has a valid license issued pursuant to said division and accreditation as required by COUNTY.
- 1.22. Patient Care Report (PCR) – Report written on all patients that are examined/treated by prehospital personnel.
- 1.23. En-route (ER) - The time that a fully staffed emergency ground ambulance has departed in order to respond to a request for emergency ground ambulance services.
- 1.24. Estimated Time of Arrival (E.T.A.) - The estimated time that emergency medical services resources will arrive at a specific location.
- 1.25. Exclusive Operating Area (EOA) – An EMS area as defined in California Health and Safety Code Division 2.5, Section 1797.85.
- 1.26. From Scene, En-route Hospital (ERH) - The time that the ambulance departs from the scene en-route to an appropriate receiving location or rendezvous point.
- 1.27. Map Grid, Quadrant - The designation of an area on a map which is

AMBULANCE PROVIDER AGREEMENT

mutually agreeable between the COUNTY and CONTRACTOR and which has been given an alphanumeric designation.

- 1.28. Medical Emergency - The term used to denote a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or emergency medical personnel at the scene of an emergency or trained personnel at an Authorized EMS Call Center.
- 1.29. Metro/Urban - The term used to denote a geographic service area with a population density of between one hundred one (101) and five hundred (500) persons per square mile.
- 1.30. Mobile Intensive Care Nurse (MICN) - means a registered nurse who is functioning pursuant to Section 2725 of the Business and Professions Code and who has been authorized by the medical director of the COUNTY to issue instructions to pre-hospital emergency medical care personnel within an EMS system according to standardized procedures developed by the COUNTY consistent with statewide guidelines established by the Emergency Medical Services Authority of the State of California.
- 1.31. Move-up - The term used to denote an ALS ambulance that has been moved to an area to provide mutual aid coverage.
- 1.32. Multi-Casualty Incident (MCI) Plan - The procedure followed per COUNTY policy in the event that an MCI is declared.
- 1.33. Non-Medical Emergency - The term used to denote a condition or situation in which an individual does not have a need for immediate medical attention, or where the potential for such need is not perceived by emergency medical personnel at the scene of an emergency or dispatch personnel at an Authorized EMS Dispatch Center.
- 1.34. Posting/Post Moves - The term used to denote an ALS ambulance that has been strategically placed/located, or requested to move to such a

AMBULANCE PROVIDER AGREEMENT

location to meet response time requirements.

- 1.35. Record of Calls - As required in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7: every ambulance service shall maintain a current record of each emergency call and shall retain such record for a minimum of three years and contain the following information: (a) date and time of emergency call, location where service is needed, and identity of person receiving the call for ambulance service; (b) identity of person or, when applicable, the name of the COUNTY requesting an ambulance; (c) identification of each ambulance and personnel dispatched, and record of siren and red light use; (d) explanation of any failure to dispatch an ambulance as requested; (e) TOC, DISP, ER, ERH, OSH, and AOR; (f) destination of patient and time of arrival at destination; (g) name or other identification of patient (if name or other identification is available) or description of item requiring emergency transportation.
- 1.36. Response Codes - The dispatch term which denotes the level of priority for units responding to the scene as defined herein:
  - 1.36.1. Code One - Routine or scheduled transportation of non-medical emergency patients.
  - 1.36.2. Code Two - A non-life threatening medical emergency requiring immediate response. It is understood that this definition does not apply to life threatening inter-facility transfers from acute care facilities that are Code Two.
  - 1.36.3. Code Three - A medical emergency requiring immediate response with red light and siren.
- 1.37. Response Time - The time measured from the Time of Call until On-Scene.
- 1.38. Standby - The term used to denote that an EMS vehicle is staged near an activity in which it is presumed there is a high likelihood that a medical

AMBULANCE PROVIDER AGREEMENT

emergency will occur.

- 1.39. Suburban/Rural - The term used to denote a geographic service area with a population density between seven (7) and one hundred (100) persons per square mile.
- 1.40. Unit Hour Utilization - The term used to denote the mathematical relationship between the number of ambulance transports and the number of hours those units are available during a defined time period.
- 1.41. Wilderness - The term used to denote a geographic service area with a population density less than seven (7) persons per square mile.
- 1.42. Workload Measurement – The term used to denote the mathematical formula for workload of field personnel. The CONTRACTOR will work with the CONTRACTOR's employees to develop a mutually agreed upon process or mathematical tool to measure field personnel workload. This measurement shall include, but is not limited to, the following: number of ambulance responses, number of ambulance transports, number of cancelled calls, number of post moves, etc.

**2. DESCRIPTION OF EXCLUSIVE AREA TO BE SERVED - DEFINITION OF EXCLUSIVITY - ALS GROUND AMBULANCE SERVICES AUTHORIZATION**

- 2.1. In consideration for providing emergency ambulance services in accordance with the terms described herein, the CONTRACTOR is entitled to be the exclusive provider of all emergency ground ambulance service within the area described as shown as Exhibit-A during the period of this AGREEMENT. Exceptions to the exclusivity granted under this AGREEMENT are as follows: a situation as described in 3.13 of this AGREEMENT, declared Federal, State, or Local disasters that affect the Exclusive Operating Area (EOA), special events standbys, and inter-facility transports.

## AMBULANCE PROVIDER AGREEMENT

- 2.2. COUNTY shall not enter into an ambulance provider agreement with any other firm, county, city, company or governmental body, other than the Federal Government, to provide emergency ground ambulance services or ALS ground ambulance services within the area described herein during the period of this AGREEMENT except as described herein. This AGREEMENT shall not preclude the use of air ambulance resources within the EOA of CONTRACTOR as allowed pursuant to COUNTY Aircraft Policies.
- 2.3. CONTRACTOR has the sole responsibility to provide ambulance services as described in 2.1 including the occasional and necessary use of other ALS ambulance providers authorized to provide ALS ambulance services within Alameda County, to ensure the most expedient response to medical emergencies. CONTRACTOR shall be responsible to specify the parameters by which other authorized ALS ambulance providers shall be utilized to respond to medical emergencies within the EOA.

### **3. PERFORMANCE STANDARDS/EXCEPTIONS/DISPUTES**

In consideration for being granted this exclusive authorization to provide emergency ground ambulance services, the CONTRACTOR agrees to the following:

- 3.1. The CONTRACTOR shall adhere to all requirements of the Alameda County EMS Manual, including any and all amendments thereto, if any, whether enacted before or during the term of this AGREEMENT and any extensions. All COUNTY policies, procedures and protocols shall be reasonable and consistent with prevailing standards of practice in the regulation and performance of pre-hospital emergency medical services, and will not in and of themselves create a negative impact for the CONTRACTOR without prior discussion and resolution.
- 3.2. The CONTRACTOR shall comply with all State, Local and Federal laws.

AMBULANCE PROVIDER AGREEMENT

- 3.3. If any law, policy, procedure or protocol adds, or has the capability to add, additional cost to the CONTRACTOR, the CONTRACTOR will articulate same to COUNTY and both will mutually reconcile the effects of the additional costs.
- 3.4. The CONTRACTOR shall utilize ALS ambulances to provide services under this AGREEMENT on a twenty-four (24) hour per day basis in response to all Code Two and Code Three calls requested by an Authorized EMS Call Center, except as allowed within this AGREEMENT.
- 3.5. The CONTRACTOR may utilize BLS ambulances to provide services under this AGREEMENT to Code 2 mental health transports, non-medical emergency requests screened through the use of COUNTY approved EMD protocols, or specific requests for BLS ambulances by on-scene ALS personnel.
- 3.6. The CONTRACTOR shall record, or cause to be recorded, the map grid and the times at each of the stages of a response as defined herein, (TOC, DISP, ER, OS, ERH, OSH, AOR) for each and every request for ALS ground ambulance service and emergency ground ambulance service.
- 3.7. The CONTRACTOR shall assure that an ALS ambulance and/or First Responder ALS where appropriate, is on the scene of all Code Three and Code Two calls ninety percent (90%) of the time as measured each month within the geographic service area(s) of "North" and "South/East", and which standards are defined herein. Grid designations in this contract as it relates to Urban, Rural, and Wilderness shall not result in a decrease in the level of service that was provided in the previous contract.
  - 3.7.1. Code Three responses within eight (8) minutes zero (0) seconds for map grids designated as Metro/Urban Primary ALS (North Zone) where CONTRACTOR is providing First Responder ALS, and within ten (10) minutes thirty (30) seconds for ALS ambulance response.

AMBULANCE PROVIDER AGREEMENT

- 3.7.2. Code Three responses within ten (10) minutes and thirty (30) seconds for map grids designated as Metro/Urban Secondary ALS (South/East Zones).
- 3.7.3. Code Three responses within fifteen (15) minutes zero (0) seconds for map grids designated as Suburban/Rural Primary ALS (North Zone).
- 3.7.4. Code Three responses within twenty (20) minutes zero (0) seconds for map grids designated as Suburban/Rural Secondary ALS (South/East Zone).
- 3.7.5. Code Three responses within twenty-five (25) minutes zero (0) seconds for map grids designated as Wilderness Primary ALS (North Zone).
- 3.7.6. Code Three responses within thirty-five (35) minutes zero (0) seconds for map grids designated Wilderness Secondary ALS (South/East Zones).
- 3.7.7. Code Two responses within fifteen (15) minutes zero (0) seconds for map grids designated Metro/Urban Primary ALS (North Zone).
- 3.7.8. Code Two responses within twenty (20) minutes zero (0) seconds for map grids designated as Metro/Urban Secondary ALS (South/East Zones).
- 3.7.9. Code Two responses within thirty (30) minutes zero (0) seconds for map grids designated Suburban/Rural Primary ALS (North Zone).
- 3.7.10. Code Two responses within forty (40) minutes zero (0) seconds for map grids designated as Suburban/Rural Secondary ALS (South/East Zones).
- 3.7.11. Code Two responses within thirty-five (35) minutes zero (0) seconds for map grids designated as Wilderness Primary ALS (North Zone).
- 3.7.12. Code Two responses within fifty (50) minutes zero (0) seconds for map grids designated as Wilderness Secondary ALS (South/East

AMBULANCE PROVIDER AGREEMENT

Zones).

- 3.7.13. Response time shall be measured from Time Call Received, (TOC) until time At Scene, On Scene (OS).
- 3.8. If a response zone changes due to a material change in population, the COUNTY and CONTRACTOR will meet and resolve effects to the system.
- 3.9. The CONTRACTOR shall, to the extent possible, Standby at any location within the County of Alameda as directed by the Authorized EMS Call Center. If the Standby is mandatory, and exceeds two (2) hours, the CONTRACTOR shall be exempted from response time standards for that specific Zone if the CONTRACTOR can reasonably demonstrate the dedicated Standby was a contributing factor to the delay.
- 3.10. In the event any single Code 3 emergency response exceeds the specified response time by ten (10) minutes or more, and the extended response times cannot be justified by acceptable mitigating circumstances, ACEMSA shall assess the following penalties which may not be credited to CONTRACTOR's approved expenses:
  - 3.10.1. Between one (1) and four (4) incidents in any calendar month per zone, two thousand dollars (\$2,000)/incident for each late response in that zone.
  - 3.10.2. Greater than four (4) and less than eight (8) in any calendar month per zone, three thousand dollars (\$3,000)/incident for each late response in that zone.
  - 3.10.3. Greater than seven (7) and less than ten (10) in any calendar month per zone, four thousand five hundred dollars (\$4,500)/incident for each late response in that zone.
  - 3.10.4. Greater than nine (9) in any calendar month per zone, Seven thousand five hundred dollars (\$7,500)/incident for each late response in that zone.
  - 3.10.5. Should CONTRACTOR exceed ten (10) incidents per month in any

AMBULANCE PROVIDER AGREEMENT

zone in two consecutive months, or over twenty five (25) incidents in a single month, COUNTY has the option to: a) assess a fine of one hundred thousand dollars (\$100,000) or, b) find the CONTRACTOR in major breach of contract.

- 3.10.6. Should CONTRACTOR exceed the specified response time by twenty (20) minutes or more twice in any calendar month, and the extended response times cannot be justified by acceptable mitigating circumstances, CONTRACTOR shall submit a revised deployment plan to COUNTY for approval within ten (10) working days to prevent excessive delays of this nature.
- 3.11. The CONTRACTOR shall Backup, Move-up, or post to other areas within the County of Alameda and adjacent counties as directed by the CONTRACTOR'S Authorized EMS Dispatch Center.
- 3.12. During any period of time that there is a Code Two or Code Three ambulance request and CONTRACTOR has no ALS ambulance available to respond (including ambulances available to respond from Posting or Move-up positions from adjacent service areas), or if an unauthorized BLS ambulance is utilized for a Code Two or Code Three call, CONTRACTOR shall submit to the COUNTY a completed Unusual Occurrence report which shall at a minimum include: a) how long the services were not available; b) the status of all CONTRACTOR's ALS ambulances during this time period; c) the number of calls that could not be responded to within the allotted time; d) the elapsed delay of response time for each missed call. If an unauthorized BLS ambulance is utilized, the report shall also contain the nature of the medical emergency as determined by the Authorized EMS Dispatch Center and submission of a copy of the field Patient Care Record (PCR).
- 3.13. The CONTRACTOR acknowledges and agrees that the CONTRACTOR's Dispatch Center may divert a request for emergency response from the

## AMBULANCE PROVIDER AGREEMENT

primary dispatched ALS ambulance to a secondary ALS ambulance to respond in the capacity of an ALS first responder when the secondary ALS ambulance is fully staffed and equipped in accordance with this AGREEMENT and in compliance with all laws, ordinances, rules, regulations and policies and notifies the Authorized EMS Call Center that it is in closer proximity to the scene than the primary ALS ambulance. This includes cases in which the secondary ALS ambulance is not the primary provider for that zone. Diversion of such call does not change or replace the time of the Call Received, Time of Call originally established for that specific call but time At Scene, On Scene (OS) for response time calculation purposes for that call will be credited to the secondary ALS ambulance. The Authorized EMS Dispatch Center may cancel or continue the response of the primary ALS ambulance for transport when appropriate. The secondary ALS ambulance that has been dispatched as an ALS first responder may transport the patient if the patient's condition requires immediate transport per COUNTY policies and procedures.

- 3.14. In each instance of an ALS ambulance vehicle failure on a medical emergency call resulting in the inability to continue the response to, or transport of, the patient, CONTRACTOR shall submit a report which at a minimum shall include: a) how long it took for another ALS ambulance to respond to the same call; b) which ALS ambulance service provider responded; c) the reason or suspected reason(s) for vehicle failure and/or malfunction; d) actions CONTRACTOR has taken to prevent similar failures.
- 3.15. An ALS ambulance may be used for Code-One ambulance requests. It is the responsibility of the CONTRACTOR to ensure that adequate numbers of ALS units are available for code two and code three responses prior to dispatching an ALS unit on a code one response.
- 3.16. A minimum cut-off level shall be included in CONTRACTOR'S deployment

AMBULANCE PROVIDER AGREEMENT

plan to be approved by COUNTY to ensure available resources to respond to system 9-1-1 requests for service. During any calendar month CONTRACTOR shall deploy no less than ninety (90%) of the regularly scheduled unit hours specified in the approved deployment plan. Non-scheduled unit hours shall not be calculated as part of the aggregate hours.

- 3.17. The CONTRACTOR shall require that CONTRACTOR'S Dispatch Center ensure that personnel and equipment are dispatched immediately for medical emergency requests outside or near response zone boundaries and shall immediately contact the Authorized EMS Dispatch Center for the provider which normally services that area and continue the response if requested to do so. An Unusual Occurrence report should be forwarded to the COUNTY when there has been a dispatch error. The intent of this Section is to ensure there is no delayed response due to boundary line disputes, and is not a replacement for a Mutual Aid request.
- 3.18. The CONTRACTOR shall assist in servicing, for a period not to exceed ninety (90) days, any other Ambulance Response Zone within the County of Alameda for which an Ambulance Provider Agreement has been suspended or terminated. Response time requirements will be waived until such time as another Ambulance Provider Agreement is awarded and service implemented, or a new deployment plan is agreed upon.
- 3.19. The CONTRACTOR shall designate a paramedic, whose selection criteria will be approved by the COUNTY, to act as Training Officer to oversee the required training and orientation of all new EMT-I's/paramedics employed by the CONTRACTOR. Such approval will not be unreasonably withheld. The Training Officer shall submit a written evaluation of each new EMT-1 and paramedic verifying that orientation requirements have been completed. These orientation requirements shall include the MCI Plan, all local policies and procedures, and any additional training required by the

AMBULANCE PROVIDER AGREEMENT

COUNTY. The Training Officer shall attend scheduled training meetings as required by the COUNTY. This position shall be dedicated to Alameda County.

- 3.20. The CONTRACTOR shall designate sufficient paramedic or registered nurse (RN) personnel, whose selection criteria will be approved by the COUNTY, to function as liaisons between the CONTRACTOR and the COUNTY to perform internal quality assurance (QA) and quality improvement (QI) per COUNTY policies, assist in the investigation of unusual QA/QI occurrences as identified by the COUNTY and attend scheduled liaison meetings as required by the COUNTY. Such approval will not be unreasonably withheld. These positions shall be dedicated to Alameda County and be referred to throughout this AGREEMENT as QI Coordinator (QIC).
- 3.21. The CONTRACTOR shall designate a medical director approved by the COUNTY. Such approval will not be unreasonably withheld.
- 3.22. The QIC and medical director (MD) shall at a minimum perform the following:
- Review of all Unusual Occurrences (UO's) submitted to AMR (QIC)
  - Review of all UO's with clinical medical care implications (MD)
  - Notification to COUNTY within twenty-four (24) hours of all UO's submitted by other agencies (QIC and/or MD)
  - Investigation, resolution and reporting of all categories of UO's within time frames prescribed by COUNTY policies (QIC and/or MD)
  - Attendance at EMS related meetings and forums, including but not limited to, Research Committee, QI Council, Emergency Medical Oversight Committee (EMOC), Emergency Medical Services for Children (EMSC) committee, EMS Section, Trauma Audit Committee (TAC) (QIC and/or MD)
  - Sponsorship of at least one (1) educational conference annually for

AMBULANCE PROVIDER AGREEMENT

benefit of EMS personnel (QIC and MD)

- Participation in Quarterly Journal Club Activities (QIC or MD)
- Development of QI strategies including education/remediation as the result of trends, sentinel events and unusual occurrences discovered by the QI process (MD and/or QIC)
- Initiation and participation in out-of-hospital research as coordinated by the Research Committee. (MD and QIC)

3.23. CONTRACTOR shall submit to COUNTY no later than ninety (90) days following commencement of this AGREEMENT a QA plan to be approved by the COUNTY that establishes benchmarks for evaluation of clinical performance and measuring customer and patient satisfaction.

3.24. The CONTRACTOR shall have a written Deployment Plan and enter into mutual aid agreements with providers in adjacent service areas inside and adjacent to Alameda County. In any event where CONTRACTOR is unable to enter into a mutual aid agreement with a provider, the EMS Director will be advised and serve as a mediator between both agencies. Any such plan or agreement shall be sent to the COUNTY for approval no less than forty-five (45) days prior to its adoption. COUNTY shall not unreasonably withhold approval. Failure to secure or abide by these agreements shall constitute a major breach of contract.

3.25. The CONTRACTOR shall utilize a Deployment Committee consisting of management, field personnel and dispatchers to review and develop deployment and system status plans. COUNTY shall review CONTRACTOR'S Deployment Plan (Exhibit B) no less than every six- (6) months or as deemed necessary by COUNTY.

3.26. CONTRACTOR shall inform the COUNTY of any requested change to the system status management plan prior to implementation.

3.27. The CONTRACTOR shall post at each station all notices from the COUNTY directed to field personnel. In addition, the CONTRACTOR

AMBULANCE PROVIDER AGREEMENT

agrees to have an updated COUNTY EMS Policy manual at each station accessible to all personnel.

**4. COMMUNICATION/DISPATCH STANDARDS**

- 4.1. The CONTRACTOR shall maintain an Authorized EMS Dispatch Center authorized to provide dispatch services for medical emergency requests within the geographical area for the dispatch of ambulances twenty-four (24) hours a day during the term of this AGREEMENT.
- 4.2. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR'S ambulances all such radio and telecommunications equipment as is determined through COUNTY policy to be necessary for the effective and efficient dispatch of ambulances. Subject to applicable laws and the permission of the relevant agencies, said equipment shall allow effective and efficient communication with Public Safety agencies.
- 4.3. The CONTRACTOR shall equip each ALS ambulance with a pager and an Alameda County 800 MHz portable and 800 MHz mobile radio.
- 4.4. Each ALS ambulance crewmember and Paramedic Supervisor shall be equipped with a portable radio with personal alert button.
- 4.5. The CONTRACTOR shall be financially responsible for installation, purchase/rental and maintenance of radio equipment provided under Paragraphs 4.2, 4.3 and 4.4 above and specified in Exhibit C. If COUNTY requires or stipulates additional equipment, the PARTIES agree to discuss financial remuneration, if any.
- 4.6. CONTRACTOR shall ensure that each ALS ambulance utilized in this AGREEMENT has an active and functional Global Positioning System (GPS) tracking device upon start of shift. On the rare occurrences where a vehicle does not have a functional GPS tracking device, and said vehicle is scheduled for repair or waiting for GPS parts and the vehicle is the most

AMBULANCE PROVIDER AGREEMENT

appropriate vehicle for the crew to be placed into service with, this Section will not apply to the occurrence.

- 4.7. The CONTRACTOR shall establish policies, which ensure that, upon receipt of a private emergency request for ambulance services, pertinent information including callback number, location, and nature of the incident is ascertained and immediately transferred to the Authorized EMS Call Center.
- 4.8. The CONTRACTOR shall provide monthly EMS Dispatch data as outlined in Section 8.1 of this AGREEMENT. Data shall be provided via computer disk or download to the COUNTY the 15th of each month subsequent to service provided. Failure to provide this data in this time frame will result in an incentive charge of fifty dollars (\$50.00) payable by CONTRACTOR to COUNTY each day until the data is received by COUNTY beginning on the eighteenth (18<sup>th</sup>) day of that month. This incentive charge will be payable to the COUNTY on a monthly basis.
- 4.9. If COUNTY requires new or additional equipment, the COUNTY and CONTRACTOR will meet to discuss the financial impact of said equipment.
- 4.10. If during the term of this contract the COUNTY establishes a regional EMS dispatch system, CONTRACTOR and COUNTY will explore the feasibility of CONTRACTOR's resources being dispatched by that system. COUNTY reserves the right to require CONTRACTOR's resources to be dispatched by that system if it can be shown that the coordination of resources on a countywide basis can be improved at a reduced cost while ensuring that the CONTRACTOR's concerns regarding control of their resources can be addressed. If COUNTY establishes a regional EMS dispatch system, CONTRACTOR shall grant access to COUNTY for connections to the system including CAD to CAD links, links from GPS tracking devices, radio interfaces and other links that may be required to meet the regional

system requirements.

## **5. EQUIPMENT & SUPPLY STANDARDS**

- 5.1. The CONTRACTOR shall ensure that each ALS ambulance carries equipment and supplies pursuant to COUNTY policy. Vehicles, equipment and supplies shall be maintained in a safe, mechanical condition at all times.
- 5.2. All ambulance vehicles shall, as a minimum, meet all standards of Title 13, California Code of Regulations. CONTRACTOR shall have and maintain the required inventory on each ambulance used for patient transport as specified by COUNTY policy.
- 5.3. ALS emergency ground ambulances will be removed by CONTRACTOR from primary service under this AGREEMENT at one hundred seventy five thousand (175,000) miles, and will remove said vehicles completely from service under this AGREEMENT at two hundred thousand (200,000) miles.
- 5.4. The COUNTY shall approve the paint scheme and lettering of each ALS emergency ground ambulance covered by this AGREEMENT. Such approval shall not be unreasonably withheld. A vehicle identification number shall be prominently displayed.
- 5.5. The COUNTY may at any time, without prior notice, inspect CONTRACTOR'S ambulances in order to verify compliance with this AGREEMENT. An inspection may be postponed if it is shown that the inspection would unduly delay an ambulance from responding to an ambulance request. A memorandum of the inspection specifying any deficiencies, date of inspection, ambulance number, and names of participating crew shall be provided to the CONTRACTOR. CONTRACTOR must show proof of correction for any deficiencies noted

AMBULANCE PROVIDER AGREEMENT

in said memorandum of inspection as specified by the COUNTY. A deficient ambulance may be immediately removed from service if, in the opinion of the COUNTY, the deficiencies are a danger to the health and safety of the public or if the deficiencies in a previously issued memorandum of inspection have not been corrected in the time specified. COUNTY agrees to place any unit that has been removed from service back in service immediately following the documented correction of the defined deficiency.

- 5.6. The CONTRACTOR shall develop and maintain a fleet management plan, maintain a record of the preventative maintenance, repairs and strategic replacement of equipment and vehicles and shall make such plan and records available to the COUNTY upon request. (Exhibit D)
- 5.7. Each on-duty EMT-1 or paramedic shall be provided with a helmet, gloves, "brush type" jacket, eye protection and other safety devices as deemed necessary. All such items shall meet or exceed CAL-OSHA standards.
- 5.8. The CONTRACTOR shall be responsible for re-stocking of all first responder expendable medical supplies including non-controlled substance medications and cervical immobilization collars, pursuant to a supply list and formulary as agreed upon by COUNTY and CONTRACTOR on a one-for-one basis. The COUNTY will stipulate in its agreement(s) with first responder agency's that said agencies, or their representatives, shall not bill any patient or third party payor for such supplies or medications which are re-stocked by CONTRACTOR.
- 5.9. It is the COUNTY'S desire that there be standardization of medical equipment and supplies used by EMS first responders and emergency ambulance providers. CONTRACTOR agrees to participate in a Medical Supply Committee whose membership shall consist of the following personnel:

## AMBULANCE PROVIDER AGREEMENT

- COUNTY EMS Agency Medical Director, or designee
- One (1) member designated by the Alameda County Fire Chiefs Association
- One (1) member designated by CONTRACTOR.

The committee shall develop a countywide standardized medical supply list, a process for replacement of supplies expended, vendor performance standards, vendor selection criteria, and the establishment of operational guidelines. This Section is only applicable to the extent it does not compromise either entity's ability to meet Federal and State laws. The CONTRACTOR shall not change supplies that will impact first responder personnel without approval of ACEMSA. The COUNTY will not unreasonably withhold approval. There shall also be sufficient notice given of the proposed change to allow coordination of training and restock if the change is approved.

### **6. PERSONNEL STANDARDS**

- 6.1. When responding to a medical emergency call, an emergency ground ambulance shall be staffed in accordance with COUNTY policy.
- 6.2. CONTRACTOR shall ensure that all employees providing patient care, comply with training requirements as established by the State of California and the COUNTY for their level of certification/licensure.
- 6.3. The CONTRACTOR shall not permit paramedics with limited experience from serving as the single paramedic on a response unit. The CONTRACTOR and COUNTY shall establish a plan that uses experience and/or competency based criteria to address this issue, which will coincide with COUNTY's plan to insure minimum experience levels.
- 6.4. The CONTRACTOR shall have a Critical Incident Stress Debriefing (CISD) program based on the "Mitchell Model" available to employees at

AMBULANCE PROVIDER AGREEMENT

all times.

- 6.5. The CONTRACTOR shall have an Employee Assistance Program (EAP) that provides one-on-one counseling for personal issues or on-the-job related stress issues.
- 6.6. CONTRACTOR shall have a company policy, which prohibits CONTRACTOR'S employees (including CONTRACTOR'S dispatchers) from performing any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit CONTRACTOR'S employees from performing such services under the influence of any other substances, including prescription or non-prescription medications, which materially impairs their physical or mental performance.
- 6.7. CONTRACTOR shall provide the COUNTY with CONTRACTOR's current personnel policy and procedure manual(s) upon request which shall address, at a minimum, staffing and shift scheduling, avoidance of crew fatigue, crew quarters, conduct at a scene, conduct in relation to first responder personnel, conduct during patient care management, contact with base hospital(s), contact with Alameda County receiving hospital(s)' staff, use of safety apparel, identification, driver training and company orientation.
- 6.8. The CONTRACTOR shall have a mechanism to establish maximum workload measurement levels or thresholds and a plan to address excessive workload performance issues.
- 6.9. CONTRACTOR shall ensure that all personnel wear clean and appropriate uniforms approved by the COUNTY and comply with CONTRACTOR's collective bargaining agreement as it relates to standards for grooming.
- 6.10. CONTRACTOR shall provide to all on-duty personnel an identification card including recent picture that includes the employee's first name and

AMBULANCE PROVIDER AGREEMENT

last initial, certification or title and identification number specific to that employee. Identification card shall be worn by and visible on each employee.

- 6.11. CONTRACTOR shall have in place policies, which require that personnel follow all COUNTY policies, procedures and protocols.
- 6.12. CONTRACTOR shall ensure that PCRs are completed by CONTRACTOR'S personnel and left at the receiving facility for each patient transported prior to ambulance personnel leaving the facility within ninety percent (90%) compliance. A completed PCR shall be identified as a PCR having all essential fields completed, as established by COUNTY and shown in Exhibit E. The COUNTY agrees that a formalized and CONTRACTOR approved tracking process be imposed and implemented at all receiving facilities. The COUNTY will penalize CONTRACTOR two hundred dollars (\$200) for each incident in which a PCR is not delivered to the receiving facility at the time of patient arrival below the ninety percent (90%) level.
- 6.13. CONTRACTOR shall have operational policies in place, which require reporting On Scene as specified in this AGREEMENT.
- 6.14. COUNTY reserves the right to approve CONTRACTOR'S management personnel assigned to this AGREEMENT. COUNTY will not unreasonably withhold approval. Management personnel are defined as:

- Operations Vice-President (off-site)
- Operations Director (on-site)
- Operations Manager (on-site)
- Clinical Education and Quality Improvement Coordinator (on-site)

Such action to disapprove or remove CONTRACTOR'S management personnel assigned to this AGREEMENT shall not be undertaken unless COUNTY has diligently worked with CONTRACTOR to mitigate COUNTY'S concerns. After such action has not been successful, COUNTY shall send to CONTRACTOR written notice describing the circumstances to which

## AMBULANCE PROVIDER AGREEMENT

COUNTY feels CONTRACTOR's management personnel has failed to comply with sections in the AGREEMENT. If CONTRACTOR fails, within thirty (30) days after receiving said notice, to cure such failure, or if the failure cannot reasonably be cured within thirty (30) days and CONTRACTOR has failed to commence cure of the failure or does not continue in good faith to cure the failure, CONTRACTOR shall remove said personnel. Upon request of CONTRACTOR, the COUNTY shall provide acknowledgment to CONTRACTOR that CONTRACTOR'S alleged failure to comply has been corrected or otherwise resolved.

### **7. AMBULANCE STATIONS/CREW QUARTERS**

- 7.1. CONTRACTOR agrees to maintain crew quarters at any location where ambulance crews are normally scheduled to work shifts exceeding twelve (12) hours.
- 7.2. Ambulance crew quarters, at locations where ambulance crews are normally scheduled to work shifts exceeding twelve (12) hours, shall include, shower, toilet, kitchen, day room, sleeping facilities and shall be maintained in a safe and clean condition consistent with the CONTRACTOR's Collective Bargaining Agreement.
- 7.3. Ambulance stations shall include an EMS bulletin board.
- 7.4. CONTRACTOR shall provide COUNTY a list of all crew quarters as part of the deployment plan.
- 7.5. COUNTY will assist CONTRACTOR in finding deployment sites for CONTRACTOR within County and municipal fire stations.
- 7.6. COUNTY will assist CONTRACTOR with permits and ordinance variance(s) as required for ambulance station locations.

**8. RECORDS AND REPORTS**

- 8.1. On a monthly basis CONTRACTOR shall complete, maintain, and provide to COUNTY the following records and/or reports:
  - 8.1.1. Every PCR in a format approved by the County
  - 8.1.2. Response time compliance reports
  - 8.1.3. Public education and community service reports
  - 8.1.4. Number of 9-1-1 Code-1, Code-2 and Code-3 responses and transports
  - 8.1.5. Critical equipment failure reports
  - 8.1.6. Trended work related injury reports. There will be no employee identifying information.
  - 8.1.7. Authorized EMS Dispatch Center data download of Computer Aided Dispatch (CAD) data fields
  - 8.1.8. Equipment and Vehicle Maintenance Reports, which will include:
    - 8.1.8.1. Preventative Maintenance Completed – The number of preventive maintenance services completed for the month
    - 8.1.8.2. Preventative Maintenance Due - The number of preventive maintenance services at or over the five thousand (5,000) mile preventative maintenance schedule
    - 8.1.8.3. Total Monthly Miles – The total miles traveled by Alameda County ALS vehicles covered under this AGREEMENT
    - 8.1.8.4. Critical Failures – Monthly total of critical failures defined as any situation that requires substitution of one vehicle for another vehicle due to a malfunction of vehicle or equipment while involved in a call
  - 8.1.9. Patient Billing and Revenue Report, which will include
    - 8.1.9.1. Number of Patients Billed
    - 8.1.9.2. Gross Charges by Payor

AMBULANCE PROVIDER AGREEMENT

8.1.9.3. Cash Receipts by Payor

- 8.1.10. CONTRACTOR shall notify COUNTY in writing upon receipt of a public or patient complaint. Such notification shall be in writing within seven (7) days of receipt. CONTRACTOR shall forward copies of all subsequent correspondence of said complaint to COUNTY within ten (10) days of discovery or production.
- 8.1.11. CONTRACTOR shall provide to COUNTY monthly, a roster of employees. The CONTRACTOR shall highlight any additions and deletions to their personnel roster monthly
- 8.2. On a quarterly basis, CONTRACTOR will provide to COUNTY monthly financial summaries that include all operational and administrative costs, salaries and benefits by employee class, indirect expenses, gross billing and revenues, and monthly operating margin. The format for this report is outlined in Exhibit F.
- 8.3. CONTRACTOR shall complete financial records in an auditable form and content according to generally accepted accounting practices. Financial records shall include all supporting schedules pertinent to performance of this AGREEMENT and shall be made available to the COUNTY for inspection at CONTRACTOR'S site upon request. The COUNTY shall protect the financial records to the maximum extent permitted by law.
- 8.4. All records maintained pursuant to this AGREEMENT shall be available for inspections, audit, or examination by the COUNTY or by their designated representatives, and shall be preserved by CONTRACTOR for at least three (3) years from the termination of this AGREEMENT. CONTRACTOR'S records shall not be made available to parties or persons outside the COUNTY without CONTRACTOR'S prior written consent, unless disclosure is required by a subpoena or other legal order compelling disclosure or otherwise permissible by law.
- 8.5. Upon written request of the COUNTY, CONTRACTOR shall prepare and

## AMBULANCE PROVIDER AGREEMENT

submit written reports on any incident arising out of services provided under this AGREEMENT. COUNTY recognizes that any report generated pursuant to this paragraph is confidential in nature and shall not be released, duplicated, or made public without the written permission of CONTRACTOR or upon request by COUNTY of a subpoena or other legal order compelling disclosure.

- 8.6. CONTRACTOR shall provide additional information and reports as the COUNTY may reasonably require from time to time to monitor the performance of the CONTRACTOR under this AGREEMENT.
- 8.7. CONTRACTOR shall notify COUNTY in writing of all CONTRACTOR vehicle accidents with injuries and injuries to patients and/or the public associated with the performance of this AGREEMENT. Notification shall be within twenty-four (24) hours of the event.

## **9. INSURANCE AND INDEMNIFICATION**

9.1. Without limiting the COUNTY and COUNTY's right to obtain indemnification from the CONTRACTOR or any third parties, subject to the CONTRACTOR'S right to seek subrogation for indemnification paid to the COUNTY under the AGREEMENT and to the extent such indemnification is paid pursuant to this paragraph, the CONTRACTOR, at its sole expense, shall maintain or cause to be maintained in full force and effect the following insurance policies throughout the term of the AGREEMENT:

- 9.1.1. For the CONTRACTOR'S local operation in Alameda County - combined public liability, general liability, automobile liability, bodily injury and property damage liability insurance in amount of not less than five million dollars (\$5,000,000) in coverage for each

AMBULANCE PROVIDER AGREEMENT

- occurrence;
- 9.1.2. Medical liability insurance in an amount of not less than one million dollars (\$1,000,000) in coverage for any injury or death arising out of any one (1) occurrence; and
- 9.1.3. Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the CONTRACTOR'S personnel who will be assigned to the performance of the AGREEMENT by the Contractor in accordance with the California Labor Code.
- 9.2. Such insurance policies shall name the COUNTY, its officers, Medical Director, agents, and employees as additional insured (except for worker's compensation insurance), but only in so far as the operations under the AGREEMENT are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents, and employees, the COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty- (30) calendar days written notice given to the COUNTY. Said insurance coverage shall have an annual aggregate limitation of not less than five million dollars (\$5,000,000) and shall provide for full coverage, and if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.
- 9.3. CONTRACTOR shall provide certificates of insurance on the foregoing policies as required herein, to the COUNTY annually, stating that such insurance coverage has been obtained and is in full force.
- 9.4. CONTRACTOR shall defend, indemnify, save and hold harmless the COUNTY and it's officers, Medical Director, employees and agents, from

AMBULANCE PROVIDER AGREEMENT

any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the performance of this AGREEMENT by CONTRACTOR or CONTRACTOR'S agents, officers, or employees.

- 9.5. CONTRACTOR shall save and hold harmless COUNTY and its officers, Medical Directors, employees and agents, from any and all liability for damages, including, but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons for damages to property arising from or out of CONTRACTOR'S performance of the AGREEMENT.
- 9.6. CONTRACTOR'S obligation to defend, indemnify, and hold the COUNTY, its agents, Medical Directors, officers, and employees harmless under the provisions of the paragraphs in this section is not limited to or restricted by any requirement in this AGREEMENT for CONTRACTOR to procure and maintain a policy of insurance.
- 9.7. CONTRACTOR shall defend, indemnify and hold harmless the COUNTY, its officers, employees and agents, and each of them, from any claim, action, or proceeding arising as a result of the exclusive rights granted pursuant to this AGREEMENT. The COUNTY shall promptly notify CONTRACTOR of any such claim, action, or proceeding and shall cooperate fully in the defense of any and all such claims, actions or proceedings.
- 9.8. COUNTY agrees to defend, indemnify, save and hold harmless the CONTRACTOR and its officers, employees and agents, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the performance of this AGREEMENT by COUNTY or COUNTY'S agents, officers, or employees.
- 9.9. COUNTY shall save and hold harmless CONTRACTOR and its officers,

AMBULANCE PROVIDER AGREEMENT

directors, shareholders, agents, and employees, from any and all liability for damages, including but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons for damages to property arising from or out of COUNTY'S promulgation of official rules, regulations, or COUNTY policies and procedures not in existence as of the date of this AGREEMENT.

- 9.10. COUNTY, at its sole expense, shall maintain or cause to be maintained in full force and effect, general liability insurance in an amount of not less than one million dollars (\$1,000,000) in coverage for each occurrence and an annual aggregate limitation of not less than two million dollars (\$2,000,000). COUNTY shall provide CONTRACTOR, upon CONTRACTOR'S request, a certificate of insurance stating that such insurance coverage has been obtained and is in full force and effect.

**10. TRANSITION PLANNING / END OF CONTRACT PROVISIONS**

- 10.1. CONTRACTOR is aware that COUNTY shall initiate a competitive procurement process for the award of CONTRACTOR'S EOA effective upon the expiration of this AGREEMENT. When this action is taken and if CONTRACTOR is not judged to be the successful bidder, there would be a transition of contractors.
- 10.2. Should CONTRACTOR fail to win the bid in a subsequent bid process, COUNTY shall depend on CONTRACTOR to continue provision of all services required under this AGREEMENT until the subsequent winning bidder takes over. During that period CONTRACTOR shall continue all operations at the same level of effort and level of performance as were in effect prior to the award of contract to the winning bidder, and CONTRACTOR shall be prohibited from making any changes in

AMBULANCE PROVIDER AGREEMENT

CONTRACTOR'S methods of operation which could reasonably be considered to be aimed at cutting costs to maximize profits during the final stages of the AGREEMENT. If the subsequent winning bidder does not take over by the expiration of this AGREEMENT, the PARTIES will meet to develop a mutually agreeable interim agreement. Failure to comply with this Section shall result in forfeiture of CONTRACTOR'S performance bond.

**11. NON-DISCRIMINATION**

11.1. COUNTY and CONTRACTOR shall abide by all Federal and State non-discrimination laws regarding governmental COUNTY contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

11.1.1. During the performance of this AGREEMENT, COUNTY and CONTRACTOR and their subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR'S and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. COUNTY, CONTRACTOR and their subcontractors shall comply with the provisions of the Fair Employment and Housing Act Government Code, Section 12900 et seq. and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made

AMBULANCE PROVIDER AGREEMENT

a part hereof as if set forth in full. COUNTY, CONTRACTOR and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. COUNTY and CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the AGREEMENT.

**12. RESPONSE COMPLIANCE INCENTIVE CHARGES/EXCEPTIONS**

12.1. CONTRACTOR shall be responsible for complying with the response time requirements as specified in section 3.7 for all emergency ground ambulances which fall within CONTRACTOR'S EOA, including those calls responded to by other emergency ground ambulance providers on a mutual aid request. Response time measurements shall be calculated and reported on a monthly basis. CONTRACTOR will provide response time reports for calls responded to by other emergency ground ambulance providers on a mutual aid request for CONTRACTOR.

12.2. For each month in which any one of the requirements in 3.7 is not met, CONTRACTOR shall meet with the COUNTY to develop a strategy to solve this response compliance problem.

12.3. For each consecutive six (6) month period in which CONTRACTOR has met less than ninety percent (90%) of the response time standards in any one of the three zones, COUNTY shall assess the CONTRACTOR the following penalties:

- 12.3.1. First occurrence per zone: Letter of deficiency sent
- 12.3.2. Second Occurrence per zone: Fine of one hundred thousand dollars (\$100,000)
- 12.3.3. Third Occurrence per zone: Fine of two hundred fifty thousand dollars (\$250,000) or notice of major breach of contract

AMBULANCE PROVIDER AGREEMENT

- 12.4. Any monetary fine paid by CONTRACTOR pursuant to Sections 3.10 excepting section 3.10.5 shall be credited to the above penalties, since it is not the intent of the PARTIES to impose duplicative fines for occurrences which violate both this Section and Section 3.10
- 12.5. If in any calendar month, regardless of prior deficiencies, CONTRACTOR meets less than eighty eight percent (88%) of the response time standard in any of the three zones, COUNTY has the option to: a) assess a fine of two hundred fifty thousand dollars (\$250,000) or, b) find the CONTRACTOR in major breach of contract.
- 12.6. An occurrence in any single zone shall be expunged after six (6) consecutive months of compliance in that zone. However, financial penalties already assessed are not subject to reversal.
- 12.7. If it is reported to the COUNTY that any of CONTRACTOR'S employees have willfully and knowingly falsely reported any dispatch time that comprises response times, COUNTY shall investigate such allegations and take such action as is deemed appropriate by COUNTY within the limits allowed by the relevant statutes and regulations. CONTRACTOR agrees to utilize CONTRACTOR'S progressive disciplinary policies as determined to be appropriate for any employee found by COUNTY to have reported such false dispatch times.
- 12.8. Exceptions may be granted by the COUNTY on a per call basis by request of the CONTRACTOR and upon review and investigation by COUNTY. Good cause for exceptions shall be determined by the COUNTY, or as stipulated in the AGREEMENT. The burden of proof that there is good cause for an exception shall rest with the CONTRACTOR. These exceptions include but are not limited to the following:
- 12.8.1. Delays in ambulance response or arrival on scene due to materially incorrect or unavailable information.
- 12.8.2. The response of a second unit to an incident if the request for

## AMBULANCE PROVIDER AGREEMENT

additional resources was made within twelve (12) minutes of the arrival of the first unit. It is assumed that within twelve (12) minutes the CONTRACTOR has had adequate time to re-deploy resources.

- 12.8.3. There shall be no response time penalties for third and subsequent units dispatched to a single incident or during Local, State, or Federal declared disasters affecting the EOA.
- 12.9. Responses cancelled prior to the responding unit arriving on scene are calculated into the response time compliance and shall be subject to penalties if applicable.
- 12.10. Changes to response codes en-route to the scene, except in those cases in which the response time has been reduced after exceeding the initial response time standard, shall be measured at the final response code level. Should a code upgrade request take place enroute, that time shall begin at the time CONTRACTOR received the upgrade request. Should a code downgrade take place enroute, that time shall begin at the time of the initial request for service.
- 12.11. If CONTRACTOR is unable to respond with an ALS ambulance to a Code 3 call within the EOA in which the Authorized EMS Call Center determined that there was a need for ALS services, and refers that call to a BLS ambulance, there will be a five hundred dollar (\$500.00) incentive charge for each such occurrence unless waived by the COUNTY.
- 12.12. All measurements of compliance in this AGREEMENT shall be on a monthly basis. All fines shall be forwarded to the COUNTY within thirty (30) days following the mutual reconciliation and agreement of compliance summary for any charges incurred during the preceding month.

### **13. COMPENSATION/FEES/SECURITY BONDS**

- 13.1. As compensation for services, labor, equipment, supplies and materials

AMBULANCE PROVIDER AGREEMENT

furnished under this AGREEMENT, CONTRACTOR shall be entitled to charge patients for the services rendered according to the Usual and Customary Rate (UCR) schedule defined herein. COUNTY and CONTRACTOR hereby acknowledge that the timing and financial impact of certain impending changes to system design and reimbursement will require the economic model to be reviewed and adjusted on a periodic basis. Such issues include the availability of first responder services in the North Zone; publication of a Medicare fee schedule for ambulance providers and other reimbursement changes resulting from the negotiated rule making process with the Health Care Finance Administration (HCFA); and the implementation of a countywide non-emergency triage/emergency triage (NET/ET) system.

- 13.2. COUNTY and CONTRACTOR will meet semi-annually to review system financial viability. The calculation of the pre-tax profit percentage shall be defined as net earnings before provision for income taxes divided by total expenses developed by the system. The PARTIES agree that appropriate compensation to the CONTRACTOR shall be as outlined in Exhibit H. Should actual results fall outside the upper or lower limits of pre-tax profit percentage, as outlined in Exhibit H, the PARTIES agree to review and adjust the economic model as outlined in Sections 13.4 and 13.5.
- 13.3. The calculation of pre-tax income will include the following criteria:
  - 13.3.1. Financial penalties incurred by CONTRACTOR in connection with this AGREEMENT shall be excluded from any calculation of pretax income for purposes of presentation of system financial statements.
  - 13.3.2. The CONTRACTOR agrees to manage the system within the operating cost parameters as specified in Exhibit H. In the event that expenses exceed any of the specified limits such excess amount shall be excluded from the calculation of pre-tax income.

AMBULANCE PROVIDER AGREEMENT

- 13.3.3. The PARTIES agree that the economic model is based on sixty-nine thousand (69,000) annual patient transports increasing two percent (2%) per year. Should transport volume exceed these levels, variable costs will be exempt from the exclusion described in Section 13.3.2 to the extent that such cost overrun is directly attributable to increased transport activity.
- 13.4. If the PARTIES become aware of any forthcoming change in regulation, law, or market condition that might adversely impact future system reimbursement or operating expense and such change cannot be mitigated through reasonable effort by the COUNTY or CONTRACTOR, the PARTIES agree to revise the user fee schedule. Such revision shall become effective in a timely manner to sustain system financial viability.
- 13.5. In the event that the COUNTY and CONTRACTOR are unable to reach agreement on any amended fee schedule that might be required under this section, this AGREEMENT may be terminated by CONTRACTOR upon three hundred sixty five (365) days written notice without penalty to CONTRACTOR.
- 13.6. All bills submitted by CONTRACTOR to any private party or third party payer for ALS ground ambulance services or emergency ground ambulance service rendered under this AGREEMENT shall not exceed the rates, which have been approved by the COUNTY.
- 13.7. This AGREEMENT shall not be deemed to have been made for the express or implied benefit of any person who is not a party hereto.
- 13.8. COUNTY'S requirement for a performance security for this AGREEMENT shall be in the amount of five hundred thousand dollars (\$500,000) due in a faithful performance bond issued by a bonding company licensed and acceptable to COUNTY.
- 13.9. The COUNTY acknowledges the existing contractual relationship between the CONTRACTOR and the Alameda Alliance for Health under which the

AMBULANCE PROVIDER AGREEMENT

CONTRACTOR provides transportation services to the Medi-Cal population residing in Alameda County under a capitation agreement. The COUNTY agrees that such contract should continue in force under similar terms and conditions in place today and will assist CONTRACTOR in the renewal or re-negotiation of such contract. CONTRACTOR agrees to credit Alameda Alliance for Health revenue to the system financial system.

13.10. CONTRACTOR shall not offer any discounts on services provided through the 9-1-1 system, other than those mandated through government regulations (i.e., Medicare, MediCal)

13.11. CONTRACTOR shall bill County Medical Services Plan (CMSP) at prevailing MediCal rates.

**14. CONTRACT PERFORMANCE/BREACH/DEFAULT/TAKEOVER**

14.1. This AGREEMENT is an AGREEMENT by and between COUNTY and CONTRACTOR and is not intended to and shall not be construed to create the relationship of COUNTY, servant, employee, partnership, joint venture or association.

14.2. Amendments or modifications to the provisions of this AGREEMENT may be initiated by any party hereto and may only be incorporated into this AGREEMENT upon the mutual consent of all PARTIES and must be in writing.

14.3. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions of this AGREEMENT in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants or conditions, but all of the same shall be and remain in full force and effect.

14.4. CONTRACTOR agrees to keep the COUNTY advised at all times of the

AMBULANCE PROVIDER AGREEMENT

name and location of the CONTRACTOR'S parent company, if any.

- 14.5. CONTRACTOR shall maintain an operations office within Alameda County during the term of this AGREEMENT.
- 14.6. Neither COUNTY nor CONTRACTOR shall assign this AGREEMENT to another party without obtaining the prior written consent of all other parties to this AGREEMENT.
- 14.7. The terms of this AGREEMENT shall be in full force and effect for a period of five (5) years from November 1, 1999, through October 31, 2004, unless otherwise terminated or modified pursuant to the terms of the AGREEMENT. COUNTY shall have the option to extend this AGREEMENT for a period of one (1) year.
- 14.8. All notices pertaining to this AGREEMENT shall be sent certified mail to the following:

To COUNTY:                   EMS Administrator  
                                      County of Alameda  
                                      1000 Broadway, Suite 5024  
                                      Oakland, CA 94607

To CONTRACTOR:           Chief Executive Officer  
                                      American Medical Response  
                                      7575 Southfront Road  
                                      Livermore, CA 94550

- 14.9 Notwithstanding the foregoing, the COUNTY may, at any time during the term of the AGREEMENT, suspend or terminate the AGREEMENT for CONTRACTOR'S failure to comply with policies, procedures, or regulations. Such action to suspend or terminate this AGREEMENT shall not be undertaken unless CONTRACTOR has first received written notice from the COUNTY describing the policies, procedures or regulations with

AMBULANCE PROVIDER AGREEMENT

which it allegedly has failed to comply or sections in the AGREEMENT with which it has failed to comply that resulted in material breach of the AGREEMENT and CONTRACTOR fails within sixty (60) days after receiving said notice to cure such failure to comply, or if the failure cannot reasonably be cured within sixty (60) days, CONTRACTOR fails to commence cure of the failure within the sixty (60) day period and in good faith continue to cure the failure. Upon request of CONTRACTOR, the COUNTY shall provide acknowledgment to CONTRACTOR that CONTRACTOR'S alleged failure to comply has been corrected or otherwise resolved.

- 14.10 Upon written notice of default to CONTRACTOR, and with the exception of the discussion of major breach discussed in 14.11, the COUNTY may terminate the AGREEMENT due to CONTRACTOR'S material breach of the AGREEMENT and CONTRACTOR'S failure to cure such breach within sixty (60) days of the written notice, or, if the breach cannot reasonably be cured within sixty (60) days, CONTRACTOR'S failure to commence cure of the failure within the sixty (60) day period and its continuance in good faith to cure the default.
- 14.11 Major breach of the AGREEMENT shall be defined as non-compliance with the following Sections: 3.10.5, 3.24, 12.3.3, 12.5. Major breach of the AGREEMENT may result in suspension or termination of this AGREEMENT following written notice by COUNTY to CONTRACTOR without a sixty (60) day period to allow the commencement of a cure of the breach as discussed in 14.9
- 14.12 Material breach is defined as:
- 14.12.1 Failure of the CONTRACTOR to operate the ALS service in a manner that enables COUNTY or CONTRACTOR to remain in substantial compliance with the requirements of applicable Federal, State, and County laws, rules, and regulations. Minor infractions of such

AMBULANCE PROVIDER AGREEMENT

requirements shall not constitute a major breach, but such willful and repeated breaches shall constitute a major breach.

- 14.12.2 Falsification of data supplied to the COUNTY during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under the AGREEMENT.
- 14.12.3 Failure to maintain equipment in accordance with good maintenance practices;
- 14.12.4 Unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
- 14.12.5 Actions by the CONTRACTOR to intimidate or punish employees who desire to sign contingent employee agreements with competing bidders during a subsequent bid cycle.
- 14.12.6 Actions by the CONTRACTOR to intimidate or punish employees who participate in protected, concerted activities or who form or join any professional association.
- 14.12.7 Chronic and persistent failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner and to present a professional appearance.
- 14.12.8 Failure to comply with approved billing and collection procedures.
- 14.12.9 Failure to adjust the deployment plan and/or system status management plan after receiving notice of non-compliance from the Contract Administrator
- 14.12.10 Failure to respond to ninety-nine percent (99%) of all calls with ALS ambulances (excluding Code 2 mental health calls, Code 2 calls through COUNTY approved EMD systems, and multi-unit responses);
- 14.12.11 Failure to maintain the required insurance and performance security bond;
- 14.12.12 Failure to properly report and comply with the penalty provisions.

AMBULANCE PROVIDER AGREEMENT

- 14.13 In the event the COUNTY determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the COUNTY'S opinion, such that public health and safety are endangered, and after CONTRACTOR has been given notice and reasonable opportunity to correct the deficiency, the matter will be presented to the Board of Supervisors (BOS). If the BOS concurs that a breach has occurred and that health and safety would be endangered by allowing the CONTRACTOR to continue its operations, the CONTRACTOR will cooperate fully with the COUNTY, to effect an immediate takeover by the COUNTY. The COUNTY will effect such takeover not more than seventy-two (72) hours after action. If such breach is due to a labor dispute, upon resolution of labor dispute, COUNTY will turn back to CONTRACTOR said takeover within a mutually agreeable timeframe
- 14.14 The CONTRACTOR will provide to COUNTY the ambulances and associated equipment used in the performance of this AGREEMENT including all Paramedic Supervisors' vehicles. The CONTRACTOR will lease to COUNTY one hundred twenty percent (120%) of the number of vehicles used in CONTRACTOR'S deployment plan for the peak hour of the day, peak day of the week. Each ambulance will be equipped, at a minimum, with the equipment and supplies necessary for the operation of an ALS ambulance in accordance with COUNTY ALS Policies and Procedures. Equipment will include the supplies at the minimum stocking levels for an ALS ambulance.
- 14.15 The CONTRACTOR will provide the ambulances and crew stations to the COUNTY, in mitigation of any damages to the COUNTY, resulting from CONTRACTOR'S breach. However, during the COUNTY'S takeover of the ambulances and equipment, the COUNTY and CONTRACTOR will be considered lessee and lessor, respectively. Monthly rent payable to

AMBULANCE PROVIDER AGREEMENT

CONTRACTOR will be equal to the aggregate monthly amount of CONTRACTOR'S debt service on the vehicles and equipment as documented by CONTRACTOR at COUNTY'S request and verified by the Alameda County Auditor. The County Auditor will disburse these payments directly to the CONTRACTOR'S obligee. In the event the vehicles and/or equipment is not financed, and there is no pre-determined debt service, the payment will be equal to fair market value rental of same or equivalent equipment.

- 14.16 CONTRACTOR will be reimbursed one hundred percent (100%) of the cost of facilities, equipment, or services that the COUNTY desires to utilize. These may include, but not be limited to, stations, maintenance facilities or services, communications facilities or services, billing services, and administrative offices and management services.
- 14.17 Nothing herein will preclude COUNTY from seeking to recover from CONTRACTOR such rental and debt service payments as elements of damage from a breach, on the other hand, CONTRACTOR will not be precluded from challenging the findings of the BOS and the nature and amount of COUNTY'S damages, if any, through litigation. However, failure on the part of the CONTRACTOR to cooperate fully with the COUNTY to effect a safe and smooth takeover of operations shall itself constitute a breach of this AGREEMENT, even if it is later determined that the original declaration of breach by the BOS was made in error.
- 14.18 The COUNTY shall indemnify, hold harmless, and defend CONTRACTOR against any and all claims arising out of COUNTY'S use, care, custody, and control of stations, equipment, vehicles, including but not limited to, equipment defects, defects in material and workmanship, and the negligent use of the vehicles and equipment. The COUNTY shall have the right to authorize the use of the vehicles and equipment by a third party provider. Should COUNTY require a substitute third party provider

## AMBULANCE PROVIDER AGREEMENT

to obtain insurance on the vehicles and equipment, or should the COUNTY choose to obtain insurance on the vehicles and equipment, CONTRACTOR shall be a "Named Additional Insured" on the policy, along with appropriate endorsements and cancellation notice.

- 14.19 COUNTY agrees to return all CONTRACTOR'S vehicles and equipment to CONTRACTOR in good working order, normal wear and tear excepted at the end of the takeover period. For any of the CONTRACTOR'S equipment not so returned, COUNTY shall pay CONTRACTOR the fair market value of the vehicle and equipment at the time of the takeover, less normal wear and tear, or shall pay CONTRACTOR the reasonable costs of repair, or shall repair and return the vehicles and equipment.
- 14.20 The COUNTY may unilaterally terminate the takeover period at any time, and return the facilities and equipment to CONTRACTOR. The takeover period shall last, in the COUNTY'S judgment, no longer than is necessary to stabilize the EMS System and to protect the public health and safety by whatever means the COUNTY chooses.

### **15. MISCELLANEOUS**

- 15.1. CONTRACTOR shall endeavor to ensure the long-term economic viability of the EMS system while maximizing value to the community. CONTRACTOR shall achieve financial and service targets through process improvement, standardization, and evaluation of internal programs.
- 15.2. Compliance to the Incident Command System (ICS) is as follows. This does not pertain to medical control.
- 15.2.1. On all multi-casualty incidents, responding transport units will operate under the direction of the Public Safety Incident Commander and comply with the Alameda County multi-casualty incident plan.

AMBULANCE PROVIDER AGREEMENT

- 15.2.2. On multi-casualty incidents, CONTRACTOR's supervisor will respond and assume the designated role within the ICS as assigned by the Public Safety Incident Commander.
- 15.2.3. The CONTRACTOR will make every effort to coordinate the release of information regarding an incident with the identified public information officer (PIO) for that incident.
- 15.2.4. Emergency ground ambulances responding to an unsecured scene will stage until the scene has been secured and they have been given clearance through their Authorized EMS Dispatch Center.
- 15.3. CONTRACTOR and COUNTY shall endeavor to work together to seek alternative funding sources to support services and programs.
- 15.4. CONTRACTOR shall comply with state law, local policies and procedures in the performance of this AGREEMENT.
- 15.5. CONTRACTOR shall, in the performance of work and provision of services pursuant to the requirements of this AGREEMENT, comply with all Federal, State and local rules, regulations, policies, protocols, procedures, laws and codes, including Division 2.5 of the Health and Safety Code, Title 13 and Title 22 of the California Code of Regulations.
- 15.6. The CONTRACTOR shall have a minimum of two (2) Paramedic Supervisors on-duty within the service area at all times.
- 15.7. CONTRACTOR shall participate to the extent it is feasible to do so, in providing field training of EMT-1's, paramedics and MICN's through contracts with training institutions using Alameda County ambulances. Alameda County paramedic field internship candidates shall have preference over other external candidates for internships within Alameda County.
- 15.8. COUNTY agrees to facilitate the use of fire department ALS first response as a cost-effective mechanism. To support such services, CONTRACTOR agrees to provide funding to the COUNTY in the amount

AMBULANCE PROVIDER AGREEMENT

of one million nine hundred twenty thousand dollars (\$1,920,000) annually. This first responder subsidy is contingent on the availability of 64 paramedic engine companies/stations, twenty-four (24) hours per day, and three hundred sixty-five (365) days per year. Payments shall be made in equal quarterly installments of four hundred eighty thousand dollars (\$480,000) commencing January 4, 2000, for the period of October 1, 1999 through December 31, 1999. The annual amount paid by the CONTRACTOR for first responder services shall be increased five percent (5%) each year as required by the COUNTY. As paramedic fire-first response stations come into service in the City of Oakland, and said stations are available twenty-four (24) hours per day, and three hundred sixty-five (365) days per year, CONTRACTOR will reimburse the County after said paramedic first responder station have been inservice as outlined in this Section. CONTRACTOR will reimburse the COUNTY thirty thousand dollars (\$30,000) per paramedic first responder station as adjusted for the annual inflationary increase, as outlined in this Section. Conditions by which reimbursement from CONTRACTOR will occur in the City of Oakland are:

- 15.8.1. Increments of five (5) functional paramedic stations at a time;
  - 15.8.2. Paramedic stations must be functional for one (1) continuous month;
  - 15.8.3. The PARTIES will mutually agree on a plan, which will integrate paramedic first responders into Oakland so Contractor may adjust its deployment plan so as to realize savings.
- 15.9. The CONTRACTOR shall participate in disaster drills per COUNTY request.
- 15.10. The CONTRACTOR shall offer to the communities a variety of programs consistent with criteria developed for public information and education by the COUNTY. Such programs include:
- 15.10.1. Cardio-pulmonary resuscitation

AMBULANCE PROVIDER AGREEMENT

- 15.10.2. 9-1-1 access
- 15.10.3. Assessment programs to focus on measurable needs:
- Asthma, particularly in non-white population
  - Pedestrian Safety
  - Gunshot wounds
  - Car seat compliance and efficacy
  - Heart Disease
  - Immunization, roles and compliance
  - Prevention activities targeting seniors and children
- 15.11. Enhancing access to services through expansion, interagency coordination, and access to health information.
- 15.12. Should there be a change in the COUNTY'S EMS Plan that results in the need to make amendments to this AGREEMENT, PARTIES agree to negotiate in good faith to make such changes as are mutually deemed to be necessary.
- 15.13. Alameda County first responder employees may attend CONTRACTOR'S educational events at no cost to employee or first responder agencies on a pre-approved basis. This does not include license or certification classes. CONTRACTOR'S employees have first right to class, subject to class size
- 15.14. CONTRACTOR is aware of Alameda County's policy prohibiting the purchase of goods produced in Burma or Nigeria. CONTRACTOR agrees to notify COUNTY in the event it commences conducting business in or with Burma or Nigeria.
- 15.15. COUNTY and CONTRACTOR will work together in promoting the success of the system. Neither PARTY shall charge the other for publications, writings, sound recordings, pictorial reproductions, drawings or other work of similar nature produced in the course of this AGREEMENT. If reference is to be made directly of either PARTY, written consent from both

AMBULANCE PROVIDER AGREEMENT

PARTIES shall be obtained. Consent will not be unreasonably withheld. Reproduction of materials shall include acknowledgements for all PARTIES.

- 15.16. No officer, member, or employee of COUNTY and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.
- 15.17. CONTRACTOR agrees that no Paramedic or EMT-1 layoffs shall occur as a result of this AGREEMENT.
- 15.18. CONTRACTOR agrees that in the areas of the EOA that are not served by fire department ALS first response, Emergency Ground Ambulances shall be staffed with two (2) Paramedics in accordance with COUNTY EMS policies and procedures.

AMBULANCE PROVIDER AGREEMENT

**ATTACHMENTS**

The Attachments to be included in this AGREEMENT are as follows:

Exhibit-A. COUNTY Maps, Zones, Grid-Quadrant Maps & Demographics, EOA

Exhibit-B. CONTRACTOR's Deployment Plan

Exhibit-C. COUNTY's Required Radio Equipment

Exhibit-D. CONTRACTOR'S Preventative Maintenance Plans

Exhibit-E. PCR Data Elements

Exhibit-F. CONTRACTOR's Quarterly Financial Report Format

Exhibit-G. CONTRACTOR's Transition/Implementation Plan

Exhibit-H. CONTRACTOR's Revenue and Cost Detail Schedule Format

Exhibit-I. CONTRACTOR's User Fees and Line Item Charges Including Rate Escalation (CPI)

Exhibit J. CONTRACTOR's Insurance Policies

Exhibit K. CONTRACTOR's Performance Bond

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first above written.

**COUNTY**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_