Alameda County Health

Aneeka Chaudhry
Interim Director

AGENDA _____ June 17, 2025

June 3, 2025

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

SUBJECT: APPROVE A RESOLUTION ADOPTING THE AMBULANCE SERVICES CONTRACT POLICY PURSUANT TO THE STATE OF CALIFORNIA HEALTH AND SAFETY CODE, SECTION 1797.230

Dear Board Members:

RECOMMENDATIONS:

Approve a resolution adopting the ambulance services contract policy pursuant to the State of California Health and Safety Code, Section 1797.230

DISCUSSION/SUMMARY:

Effective January 1, 2022, Section 1797.230 of the California Health and Safety Code requires every county to adopt an ordinance or resolution setting forth a policy with specific issues to be considered before it enters into a contract for emergency ambulance services.

The considerations the policy must include, but are not limited to the following:

1. Employment retention requirements for the employees of the incumbent ambulance service;
2. Demonstrated experience serving similar populations and geographic areas;
3. Diversity and equity efforts addressing the unique needs of vulnerable and underserved populations in the service area;
4. Financial requirements, including requiring a private ambulance service provider to show proof of insurance and bonding;
5. A description of the ambulance service provider's public information and education activities, and community involvement; and
6. Maintenance of staffing levels comparable to the previous contract, and geographically consistent wages and benefits.

Additionally, the county contract must provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the same geographic region. The county contract must demonstrate that the staffing levels for ambulance service employees must be comparable to the staffing levels under the county's previous contract.

Alameda County Health (AC Health) requests your Board to approve the resolution adopting the ambulance services contract policy, as required by State law. The ambulance contracts your Board has historically approved have included all of the elements codified in Section 1797.230.

SELECTION CRITERIA/PROCESS:

Not applicable

FINANCING:

No funding is required for this recommendation. Approval of this recommendation will have no impact on net County cost.

VISION 2036 GOAL:

Approving the resolution to satisfy legal obligations under the State of California Health and Safety Code allowing successful completion of the emergency ambulance transport contracting process meets the 10X goal pathways of **Healthcare for All** and **Accessible Infrastructure** in support of our shared visions of a **Thriving & Resilient Population**, **Safe & Livable Communities** and **Healthy Environment.**

Sincerely,

DocuSigned by:
Aneeka Chaudhry
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Aneeka Chaudhry, Interim Director
Alameda County Health

Alameda County Health

Aneeka Chaudhry
Interim Director

AGENDA _____ June 17, 2025

June 5, 2025

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

SUBJECT: APPROVE AND EXECUTE THE AMBULANCE TRANSPORT PROVIDER AGREEMENT BETWEEN ALAMEDA COUNTY AND AMERICAN MEDICAL RESPONSE WEST FOR 911 EMERGENCY RESPONSE, 911 AMBULANCE SERVICES, AND STANDBY SERVICE WITH TRANSPORTATION AUTHORIZATION

Dear Board Members:

RECOMMENDATION:

Approve and execute four (4) copies of the Ambulance Transport Provider Agreement between Alameda County and American Medical Response West (AMR West) (Principal: Sean Russell; Location: Sacramento, CA) for 911 Emergency Response, 911 Ambulance Services, and Standby Service with Transportation Authorization for the period of 7/1/25 – 6/30/31; this six-year term includes a one-year transition period and a five year service period commencing on 7/1/2026 , with an option to extend services for an additional five-year period

DISCUSSION/SUMMARY:

Alameda County Emergency Medical Services (EMS), a division of Alameda County Health (AC Health), is authorized under California Health and Safety Code Sections 1797 et seq. to act as the County's 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). The EOA includes all cities and unincorporated areas in Alameda County except for the cities of Albany, Berkeley, Piedmont and Alameda, who have their own EOAs in which their local fire departments are the primary providers of 911 ambulance services, and the Lawrence Livermore National Laboratory, which is served by the Alameda County Fire Department under a federal contract.

Maintaining an EOA supports responsible and effective EMS system regulation that prioritizes high-quality patient care. Exclusive operating rights ensure a sufficient 911 call volume for a single provider, which protects against bad debt and uncompensated care. Via the Transport Provider Agreement, ACEMS ensures that all Alameda County residents are covered by EMS services regardless of where they live, who they are, or their ability to pay. Historically, ACEMS has used the EOA to hold its contracted provider accountable to consistent clinical, operational, and mutual aid standards, and efficient deployment of costly EMS resources. The EOA also allows innovation in the system, such as Alameda County's Community Assessment Treatment and Transport (CATT) response units, which are 50% staffed by EMTs from the current

contracted ambulance provider. The CATT crisis response units are a critical component of the mobile crisis response network that County Behavioral Health must maintain.

Today, Alameda County Health asks that your Board approve and execute four copies of the Ambulance Transport Provider Agreement between Alameda County and American Medical Response West for 911 Emergency Response, 911 Ambulance services, and Standby Services with Transportation Authorization for the period of 7/1/25 – 6/30/31.

The Ambulance Transport Provider Agreement before you refines and enhances emergency medical services provided to the residents and visitors of Alameda County through an innovative design and evidence-based practices. The foundation of the Agreement was developed through a collaborative multi-year EMS System Redesign planning and stakeholder engagement process conducted at the direction of the Board of Supervisors. A competitive RFP process was conducted as detailed in the Selection/Criteria section of this letter, and the proposal from American Medical Response West (AMR West) earned the highest score.

The Agreement with AMR West maintains the County's Exclusive Operating Area and seeks to promote clinical excellence, advance health equity, and foster economic sustainability for the EMS system.

Major innovations include:

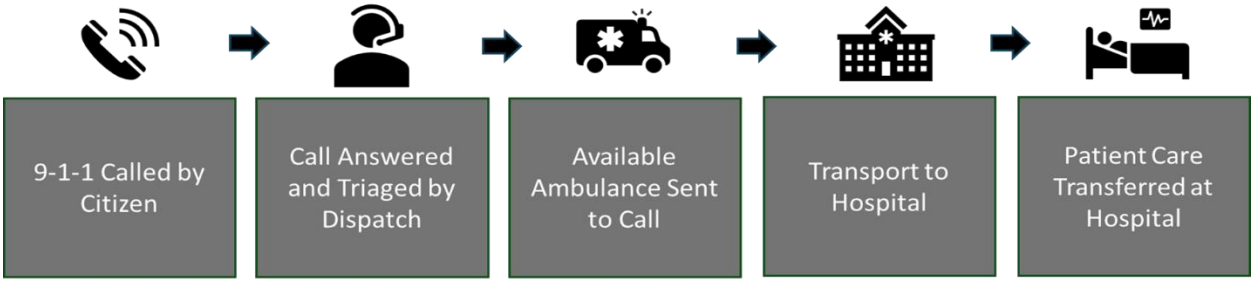
- **911 Nurse Navigation:** matches 911 callers to the resources best suited to meet their needs, which do not always require an ambulance and a full EMS response.
- **911 Patient Navigation:** enhances "assess and refer" allowing on scene EMS clinicians to access telehealth and other modalities (including rideshare or behavioral health crisis response) designed to bring patients the right care at the right time and the right place, in addition to post-contact follow up for referrals or assistance navigating the health care system.
- **Sentinel Event Penalties:** clear standards and expectations for things that should never occur in the EMS system (like failing to take a trauma patient to a designated trauma center).
- **Clinical Performance Measures:** while the contractor remains responsible for compliance with response time standards, the primary performance measures in this model are related to clinical performance. ***Prompt response for critical calls, e.g., cardiac arrest, is still required.***
- **Population-Specific Performance Measures:** clinical performance will be measured not only for the entire county's population, but also for specific at-risk and underserved populations.
- **Behavioral Health Training for EMS Clinicians:** enhanced training regarding assessment of behavioral health and de-escalation, and preservation of the Community Assessment and Transport Team (CATT).

Collectively, these services, in addition to the typical response and transport EMS model when appropriate, ensure that Alameda County residents and visitors receive the response and care appropriate to their level of medical need, and promote the effective use of system resources. While isolated elements of this Agreement have been implemented elsewhere, this level of

integration and coordinated services is ground-breaking and creates a road map for the next iteration of sustainable patient-focused EMS care locally, regionally, and nationally.

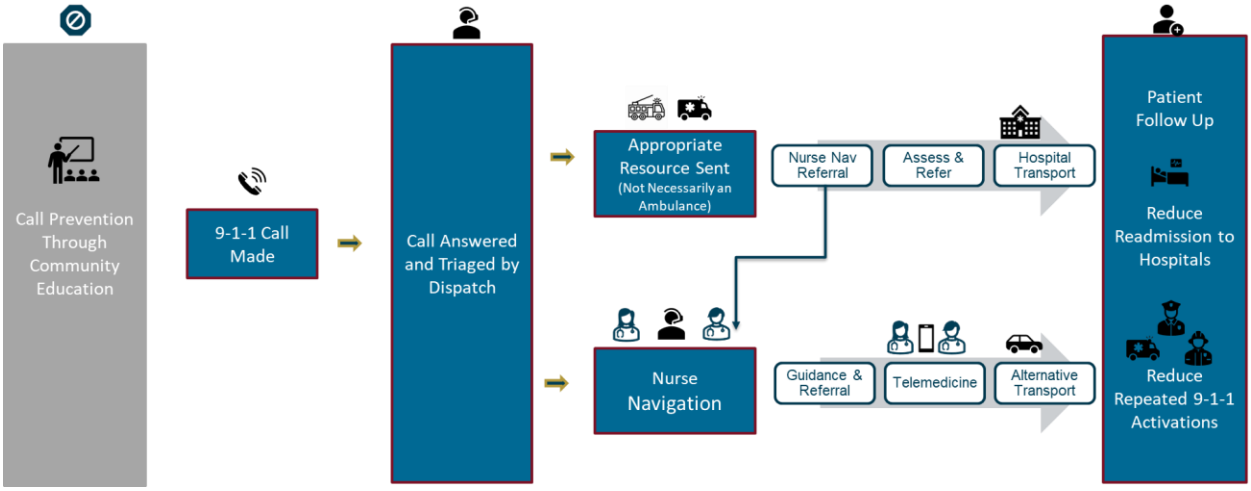
By connecting the EMS system to the broader health care system and supporting patients with non-emergency alternatives, the Agreement supports the right care at the right time, reduces pressure on the emergency response system, and enhances patient experience.

Figure 1: Current 911 Call and Response Flow



One Size Fits All Approach – Call and Transport to Emergency Room

Figure 2: 911 Call and Response Flow Under New Agreement



AMR West is part of Global Medical Response (GMR), one of the largest providers of emergency medical services in the United States. GMR is privately owned and operates in all 50 states, including 45 counties across California. In the Bay Area, AMR provides primary 911 ambulance transport services in major regions such as Contra Costa County, Santa Clara County, San Mateo County, Napa County, and San Francisco. GMR has extensive experience in operating Advanced Life Support (ALS) and Basic Life Support (BLS) 911 Emergency Ground Ambulance Transport, along with innovative Nurse Navigation services that help guide non-emergency callers to the most appropriate level of care. Nurse Navigation programs are currently operating or being implemented in Contra Costa County, Santa Clara County, Riverside County, and within several other communities in California and in other states.

Internationally, GMR provides critical air and ground medical transport services in countries such as Mexico, Canada, and the United Kingdom, ensuring the highest standards of emergency care and patient transport across borders. Additionally, GMR holds the national FEMA contract for ambulance response, deploying critical resources to support large-scale emergencies and disasters across the country.

AMR West has committed to work collaboratively with unions representing the existing workforce and is contractually obligated to hire the existing workforce that pass baseline background checks and screenings. The Agreement includes numerous initiatives aimed at workforce satisfaction, retention and recruitment such as a full-time local Employee Engagement Liaison, annual surveying of the workforce, a comprehensive employee wellness program, robust educational offerings, and opportunities for advancement in careers locally, nationally, and abroad.

Approval and execution of the Agreement, whose terms and conditions were negotiated with American Medical Response West's executive leadership in accordance with the terms and conditions of the RFP by EMS leadership and the Office of County Counsel, would enhance emergency medical services provided to residents and visitors of Alameda County.

SELECTION CRITERIA/PROCESS:

On January 11, 2024, Alameda County released a Request for Proposals (RFP) for 911 Emergency Response, 911 Ambulance Services, 911 Response, and Standby Service with Transportation Authorization to the Exclusive Operating Area.

The scope of work, scoring methodology and selection criteria within the RFP were carefully developed by EMS in conjunction with its consultant Page Wolfberg & Wirth LLC., to reflect the EMS System Redesign process, ensure outstanding sustainable, and equitable ambulance service provision. The RFP was also approved by the State of California Emergency Medical Services Authority as required by statute and regulation in the interest of ensuring 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.

By the August 15, 2024 RFP response deadline, three bidders—Alameda County Fire Department, American Medical Response West, and Falck Northern California Corp.—submitted proposals. An independent County Selection Committee (CSC) composed of emergency medical services experts, with over 150 years of combined experience in fire department, hospital, and EMS settings, was assembled and supported by a financial consultant, Amy Gnojek, CPA from APEX 360 LLC, who provided financial analysis.

The CSC conducted an independent and objective proposal review process, including Bidder interviews. The CSC evaluated the proposals and determined the proposal from American Medical Response West best met the requirements as specified in the RFP, and its corresponding commitments were found to be responsive, responsible, reasonable, and achievable. Consequently, Alameda County issued a Notice of Recommendation to Award to American Medical Response West to all bidders on October 30, 2024 based on American Medical Response West being awarded the highest score.

EVALUTION SUMMARY

Names of Bidder	*Location*	*Score*	*Recommended for Award*
American Medical Response West	*Greenwood Village, CO*	*433.8*	*Yes*
Falck Northern California Corp.	*Hayward, CA*	*418.2*	*No*
Alameda County Fire Department	*Dublin, CA*	*376.6*	*No*

FINANCING:

Contractor's services are funded by revenue generated via billing for ambulance services with patient billing protections in place due to AB-716 (2023) and the subsequent California Health & Safety Code Sections 1371.56 and 1797.233. The approval of this recommendation will have no impact on net County cost.

VISION 2036 GOAL:

Providing emergency medical services in Alameda County meets the 10X goal pathways of **Healthcare for All** and **Accessible Infrastructure** in support of our shared visions of a **Thriving and Resilient Population** and **Safe & Livable Communities**.

Sincerely,

DocuSigned by:
Aneeka Chaudhry
E20638BBECB64AD...

Aneeka Chaudhry, Interim Director
Alameda County Health

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA
RESOLUTION NO. R-2024_____

A RESOLUTION ADOPTING THE AMBULANCE SERVICES CONTRACT POLICY AS REQUIRED BY CALIFORNIA HEALTH AND SAFETY CODE SECTION 1797.230

RECITALS

WHEREAS, the Alameda County EMS Agency has been designated as the local emergency medical services (EMS) agency for the County of Alameda ("County"), a political subdivision of the State of California, by the County Board of Supervisors pursuant to Health and Safety Code Section 1797.200; and

WHEREAS, Health and Safety Code Section 1797.204 requires the local EMS agency to plan, implement, and evaluate an EMS system consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures; and

WHEREAS, the requirements of this resolution are within the exclusive jurisdiction of the County Board of Supervisors, and shall not alter, modify, abridge, diminish, or enlarge the requirements for creating, establishing, or maintaining an exclusive operating area under Health and Safety Code Section 1797.224; and

WHEREAS, under Health and Safety Code Section 1797.230, on or after January 1, 2022, a county shall not enter into or renew a contract for emergency ambulance services unless the County Board of Supervisors has adopted, by ordinance or resolution, a written policy setting forth the following issues to be considered for inclusion in the county contract for emergency ambulance services:

- Employment retention requirements for the employees of the incumbent ambulance service,
- Demonstrated experience serving similar populations and geographic areas,
- Diversity and equity efforts addressing the unique needs of vulnerable and underserved populations in the service area,
- Financial requirements, including requiring a private ambulance service provider to show proof of insurance and bonding,
- A description of the ambulance service provider's public information and education activities, and community involvement; and

WHEREAS, Section 1797.230 also requires that a county contract for emergency ambulance services must also provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the same geographic region and must demonstrate that staffing levels for ambulance service employees will be comparable to the staffing levels under the County's previous contract.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board of Supervisors, County of Alameda, State of California hereby adopts a policy requiring the consideration of the following for inclusion in a contract for the provision of emergency ambulance services:

    a. Employment retention requirements for the employees of the incumbent ambulance service,
    b. Demonstrated experience serving similar populations and geographic areas,
    c. Diversity and equity efforts addressing the unique needs of vulnerable and underserved populations in the service area,
    d. Financial requirements, including requiring a private ambulance service provider to show proof of insurance and bonding,
    e. A description of the ambulance service provider's public information and education activities, and community involvement

2. That the County contract will provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the same geographic region.

3. That the County contract will demonstrate that staffing levels for ambulance service employees will be comparable to the staffing levels under the County's previous contract.

The foregoing resolution was passed and adopted by the Board of Supervisors of the County of Alameda, State of California, on July 17, 2024, by the following vote:

AYES:
NOES:
EXCUSED:

____
David Haubert
President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

By: ________________________________

APPROVED AS TO FORM:
Donna Ziegler, County Counsel

Signed by:
By: Scott Dickey
41E878ED27CC4CF...
K. Scott Dickey
Assistant County Counsel

AGREEMENT FOR EMERGENCY MEDICAL SERVICES EXCLUSIVE OPERATING AREA 911 SERVICES

ALAMEDA COUNTY

COUNTY OF ALAMEDA

AND

AMERICAN MEDICAL RESPONSE WEST

Agreement for Emergency Medical Services
Exclusive Operating Area 911 Services

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Agreement for Emergency Medical Services
Exclusive Operating Area 911 Services

This Agreement (Agreement) for exclusivity for 911 Emergency Response, 911 Ambulance Services, Standby Service with Transport Authorization, 911 Patient Navigation Services and 911 Behavioral Health Crisis Management Services within the Alameda County Emergency Medical Services Exclusive Operating Area (collectively, the EOA 911 Services), dated June 17, 2025, is hereby entered into by and between the County of Alameda, California (County) and American Medical Response West (Contractor) (collectively, the Parties).

RECITALS

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

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

Whereas, the EMS Agency 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 EMS Agency 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 100096.01, Division 9, Chapter 3.3, Article 7, requires a written agreement for such services; and

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

Whereas, on October 29, 2024, 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 EOA 911 Services, including, as more fully set forth in this Agreement, exclusivity for 911 Emergency Response, 911 Ambulance Services, Standby Service with Transportation Authorization, 911 Patient Navigation Services and 911 Behavioral Health Crisis Management Services, as well as other services as set forth herein; 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 set forth herein.

DEFINITIONS

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

911 Ambulance Service. Ambulance transport and patient care furnished to individuals who have accessed the EMS system via the 911 emergency number.

911 Behavioral Health Crisis Management Services. Response and appropriate transport to 911 calls for emergency medical services for individuals experiencing behavioral or mental health crises, including for persons under California Welfare and Institutions Code Section 5150/5585.

911 Emergency Response. Response to emergency medical services calls for service placed through the 911 system.

911 Patient Navigation Services. Collectively, Dispatch Clinician and Eligible 911 Call Redirection Services, EMS Treatment in Place/Assess and Refer, and Non-Ambulance Transport Services.

ACH. Alameda County Health (formerly known as Alameda County Health Care Services Agency)

ACRECC. Alameda County Regional Emergency Communications Center

Alameda County EOA. The Alameda County EMS Exclusive Operating Area, which includes all geographic areas of Alameda County, except the cities of Alameda, Albany, Berkeley, Piedmont, and Lawrence Livermore National Laboratory.

ALCO-CMED. Primary ambulance dispatch channel utilized by ACRECC.

ALS. Advanced Life Support

BLS. Basic Life Support

Board. County of Alameda Board of Supervisors

CAD. Computer Aided Dispatch

Cal-OSHA. California Occupational Safety and Health Administration

CP/TAD. Community Paramedicine/Transport to Alternate Destination

Code 2. No red lights and siren

Code 3. Red lights and siren

County. The County of Alameda.

Days. Calendar days, unless otherwise specified within this Agreement.

Dispatch Center. ACRECC, or other such dispatch center approved by the EMS Agency for dispatching 911 EMS responses.

Dispatch Clinician and Eligible 911 Call Redirection Services. The provision of a licensed Registered Nurse with an Emergency Medical Dispatcher certification, or a licensed Vocational Nurse with an Emergency Medical Dispatcher certification and who is directly supervised by a Registered Nurse, for the handling of 911 calls for emergency medical services and determination of those calls which, according to EMS Agency-approved protocols, are for individuals with low-acuity conditions deemed to be eligible and appropriate for a non-EMS response disposition or a scheduled, non-emergency EMS or ambulance response.

DZ or Deployment Zone. Geographic regions of the EOA to include North, South, and East, as well as sub-regions defined as Metro, Suburban, and Rural, that are used for determining deployment of resources and/or utilized for the determination of performance.

EMD. Emergency Medical Dispatch

Emergency Takeover. Assumption by the County, either directly or through a contractor or subcontractor, on the terms and conditions set forth in the Agreement, of all Contractor's responsibilities for the provision of all services which Contractor is obligated to provide under this Agreement.

EMS. Emergency Medical Services

EMS Agency. The Alameda County EMS Agency, a division of Alameda County Health and designated as the LEMSA for Alameda County.

EMS Agency Policies and Procedures. All guidance documents, handbooks, protocols and other documents of the EMS Agency which establish standards for EMS delivery, operations and management in Alameda County.

EMS Clinicians. Emergency Medical Technicians (EMTs) and paramedics providing services or supervision as part of Contractor's Workforce.

EMS Director or EMS Agency Director. Director of the Alameda County EMS Agency

EMS Medical Director or EMS Agency Medical Director. Physician Medical Director of the Alameda County EMS Agency.

EMS Treatment in Place/Assess and Refer. Services provided in accordance with EMS Agency policies and protocols to individuals who, following a 911 EMS response and assessment by EMS Clinicians, which may include assessments involving qualified telehealth practitioners, are found to have conditions that do not require ambulance transport to an acute care hospital.

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 Exclusive Operating Area, which is an EMS area or subarea defined by the EMSA-approved 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.

EOA 911 Services. Collectively, 911 Emergency Response, 911 Ambulance Services, Standby Service with Transportation Authorization, 911 Patient Navigation Services and 911 Behavioral Health Crisis Management Services

ePCR. Electronic Patient Care Record

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 for the provision of 911 ambulance transport services within their EOAs, 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 Performance or 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

HDE/HIE. Health Data Exchange/Health Information Exchange

HIPAA. Health Insurance Portability and Accountability Act of 1996, as amended, and including implementing regulations.

KPI. Key Performance Indicators

Key Personnel. Personnel performing Key Personnel Functions as described in this Agreement with specified FTE or prorated FTE designations and working on-site in Contractor's Alameda County base of operations.

Key Personnel Functions. Roles or functions performed by Key Personnel including enterprise leadership, clinical, medical oversight, operations, finance, employment, compliance and contract administration.

LEMSA. A Local EMS Agency, i.e., 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.

LLVL Unit. Placeholder unit, not correlating to a physical resource, assigned to a call by dispatch in order to start the response time clock when the Contractor has no available resources to assign.

Medi-Cal. California's Medicaid program

Medical Control. Clinical oversight and direction regarding the EMS system, as the term is defined and used in the California Health and Safety Code, §§ 1798-1799 et seq.

MHOAC. Medical Health Operational Area Coordinator

MPDS©. Medical Priority Dispatch System.

Mutual Aid. Emergency ambulance service performed for neighboring jurisdictions during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources.

Non-Ambulance Transport Services. Transportation by vehicles or services including, but not limited to, ride share services, taxis, for-hire vehicles, paratransit services, public transportation and public-funded transportation programs, provided to individuals who are discharged out of EMS Medical Control pursuant to EMS Agency policies or protocols.

Paramedic. "Emergency Medical Technician-Paramedic," "EMT-P," "licensed paramedic, " "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 license issued by EMSA.

PCR. Patient Care Record or Patient Care Report.

Priority. Acuity-based assignment of response level and mode used to allocate resources based upon incident need(s).

Quality Improvement (QI). A formal approach to the analysis of clinical performance and systematic efforts to improve patient care.

RDMHS. Regional Disaster Medical Health Specialist

RFP. County of Alameda Request for Proposal No. HCSA-902023, including all amendments, addenda, questions and answers and supplements thereto.

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.

Shall. The term shall as used in this agreement means must or is mandatory.

Specific Populations. Specific Populations include the following unless changed by the LEMSA: (1) Black or African American; (2) Hispanic or Latino; (3) Asian; (4) American Indian or Alaska Native; (5) Native Hawaiian or Other Pacific Islander; (6) Homeless/Unhoused.

SSM. System Status Management

Standby Service with Transport Authorization. The assignment of ambulances or other EMS resources to the scene of an emergency incident when directed by an EMS Agency-approved Emergency Medical Dispatch center upon request of a public safety agency, and the resulting ambulance transport of patients from such scene.

State. The State of California, its departments and/or agencies.

Term. The Initial Term of the Agreement, plus any Renewal Term(s).

Workforce. Employees and independent contractors who perform any type of services in Contractor's Alameda County operations.

SECTION 1 - TERM

1.1 Contract Effective Date

This contract shall become effective on the last date of the following occurrences: (1) execution of this contract by signature of the legally authorized signatories thereto; and (2) approval by the County Board of Supervisors. This shall be referred to as the Contract Effective Date.

1.2 Contract Phases

1.2.1 Transitional Phase

a. Beginning on the Contract Effective Date and continuing up to the Service Commencement Date (the Transitional Phase), Contractor shall conduct the ramp-up and transitional activities necessary to provide the services specified in this Agreement.

b. 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.

c. Pursuant to mutual agreement between the EMS Agency and Contractor, and the written agreement of the existing EOA provider as well as the affected Dispatch Centers, Contractor may during the Transitional Phase be permitted to institute Dispatch Clinician and Eligible 911 Call Redirection Services prior to the Service Commencement Date to ensure services are fully implemented and operational prior to start of other services pursuant to this agreement. Early implementation of Dispatch Clinician and Eligible 911 Call Redirection Services shall occur at the sole expense of the Contractor and does not permit the Contractor to implement any other services under this agreement without the express written consent of the EMS Director.

1.2.2 EOA 911 Services Phase

a. No later than October 1, 2025, the EMS Agency and the Contractor, shall agree on a date when Contractor shall begin furnishing all EOA 911 Services (the Service Commencement Date). Contractor shall proceed with the goal of setting a Service Commencement Date of April 1, 2026, however, in no event shall the Service Commencement Date be later than July 1, 2026.

b. Pursuant to the RFP, the Contractor shall provide all EOA 911 Services continuously for a period of 5 years from the Service Commencement Date. The 5-year period beginning on the Service Commencement Date shall be referred to as the "Term of Service."

c. The Term of Service shall end on the date that is 5 years after the Service Commitment Date, unless terminated sooner or extended in accordance with the provisions of this Agreement.

1.3 **Renewal Term**

By mutual, written agreement, the Parties, may extend this Agreement for additional period(s) between 1 and 5 years and not exceeding the maximum allowable term for a competitively procured EOA contract pursuant to Cal. Health & Safety Code §1797.224 and EMSA regulations in effect at the outset of any such extension period. The period of any such extension shall be referred to as "Renewal Term(s) of Service."

SECTION 2 - EOA 911 SERVICES

2.1 Contractor Responsibilities – EOA 911 Services

Within the Alameda County EOA as set forth in EXHIBIT C – EOA and RESPONSE ZONE MAPS, Contractor shall serve as the exclusive provider of all of the following EOA 911 Services, which include: 911 Emergency Response, 911 Ambulance Services, Standby Service with Transportation Authorization, 911 Patient Navigation Services and 911 Behavioral Health Crisis Management Services, as those terms are defined herein and more fully set forth below.

2.1.1 911 Emergency Response

Contractor shall be the exclusive provider, not to include contracted fire first response services, to respond to all Emergency Medical Services calls placed through the 911 system in Alameda County within the EOA established in this Agreement.

2.1.2 911 Ambulance Services

Contractor shall be the exclusive provider of all ambulance transport and associated EMS patient care services furnished to individuals who have accessed the EMS system, within the EOA established in this Agreement, via the 911 emergency number.

2.1.3. Standby Service With Transport Authorization

Contractor shall be the exclusive provider of all Emergency Standby Service With Transport Authorization, within the EOA established in this Agreement, as defined herein. A unit placed on standby in this manner shall be dedicated to the incident for which it has been placed on standby unless released by the EMS Director or his/her designee. Standby periods exceeding 4 hours shall be approved by the EMS Director or his/her designee. Contractor shall have the right of first refusal for non-emergency ALS standbys within the EOA.

2.1.4 911 Patient Navigation Services

Contractor shall be the exclusive provider of all 911 Patient Navigation Services, which shall include:

a. Dispatch Clinician and Eligible 911 Call Redirection Services

Contractor shall provide a licensed Registered Nurse with an Emergency Medical Dispatcher certification or a Licensed Vocational Nurse with an Emergency Medical Dispatch Certification and who is directly supervised by a Registered Nurse, for the handling of 911 calls for emergency medical services and determination of those calls which, according to EMS Agency-approved protocols, are for individuals with low-acuity conditions deemed to be eligible and appropriate for a non-EMS response disposition or a scheduled, non-emergency EMS or ambulance response.

The Registered Nurse or Licensed Vocational Nurse shall be assigned to the local designated dispatch center, or an offsite or remote location physically located within the State of California, capable of uninterrupted, real-time communications with the designated dispatch center and with Contractor's nurse navigation center. Notwithstanding the above, in situations requiring roll-over or backup coverage, the Patient Navigation Services may be performed by California licensed Vocational Nurses or Registered Nurses in locations outside of California, with Contractor's nurse navigation center in Arizona being the first/primary backup, and Contractor's nurse navigation center in Texas the secondary backup when Contractor's Arizona center is temporarily incapable of handling Contractor's excess Alameda County volume. In the event Contractor opens a nurse navigation center in California, Contractor will handle its Alameda County calls through that center as primary.

b. **EMS Treatment in Place/Assess and Refer**

Contractor shall provide and/or arrange services in accordance with EMS Agency Policies and Procedures to individuals who, following a 911 EMS response and assessment by EMS Clinicians, including assessments involving qualified telehealth practitioners, are found to have conditions that do not require ambulance transport to an acute care hospital.

Contractor shall utilize any or all of the following modalities to furnish the EMS Treatment in Place/Assess and Refer services, in accordance with EMS Agency Policies and Procedures:

i. EMS assessment and determination that the individual is not a patient (i.e., requires no EMS treatment or acute interventions);

ii. EMS assessment and determination that the patient condition can be safely and effectively addressed via appropriate treatment at the scene of the call, either by the EMS Clinicians on scene or through a subsequent, scheduled non-emergency EMS visit or non-emergency transport; or

iii. EMS assessment and determination that the patient's condition is amenable to disposition via a telehealth interaction with a qualified telehealth practitioner (i.e., a physician, physician assistant, nurse practitioner or other advanced practice provider approved to furnish telehealth services) in furtherance only of on-scene EMS treatment and not of Triage to Alternate Destination services, until such time as the EMS Agency enters into a contract with CP/TAD provider(s), and at such time, these services shall be coordinated with such CP/TAD contractor.

c. **Non-Ambulance Transport Services**

Contractor shall furnish or contract for the furnishing of transportation by vehicles or services including, but not limited to, ride share services, taxis, for-hire vehicles, paratransit services, public transportation and public-funded transportation programs, provided to individuals who are discharged out of EMS Medical Control pursuant to the 911 Patient Navigation EMS Agency policies or protocols.

The Parties understand and expressly agree that nothing in this Agreement confers an exclusive right to provide Non-Ambulance Transport Services in Alameda County.

d. **CP/TAD Services**

Notwithstanding anything herein to the contrary, Patient Navigation Services shall not include any services or modalities that are expressly set forth as "Community Paramedicine Program Specialties," pursuant to California Health and Safety Code §1815(a)(1)-(3) or "Triage to Alternate Destination Program" services as expressly set forth in California Health and Safety Code §1819(a)(1)-(3) unless and until (1) such statutes are repealed or modified so as not to prohibit the provision of such services by Contractor; or (2) the EMS Agency elects to implement a CP/TAD program and contracts with one or more CP/TAD provider(s).

In the event the EMS Agency does elect to implement a CP/TAD program, and selects one or more CP/TAD contractor(s), Contractor shall coordinate the provision of 911 Patient Navigation Services with such CP/TAD contractor(s) to the extent required by the EMS Agency's CP/TAD plan and applicable EMS Agency Policies and Procedures. Contractor shall nevertheless furnish all 911 Patient Navigation Services as required hereunder as of the Service Commencement Date.

Any such election by the EMS Agency to implement a CP/TAD program in the future will not relieve Contractor of the responsibility to furnish 911 Patient Navigation Services as set forth herein.

e. **Follow-up**

Contractor shall engage in patient follow-up for those receiving 911 Patient Navigation Services in accordance with EMS Agency requirements, and shall report the results of such follow-up as the EMS Agency may require.

2.1.5 **911 Behavioral Health Crisis Management Services**

a. Contractor shall be the exclusive provider to respond to and appropriately transport, or furnish other such interventions or modalities as may be permitted under this Agreement, for individuals experiencing mental

health crises, including but not limited to persons under California Welfare and Institutions Code Section 5150/5585 for whom 911 calls are placed for Emergency Medical Services. .

b. Contractor shall, if requested by the EMS Agency, provide staffing, equipment, and resources for County-based behavioral health transport resources such as the Community Assessment and Transport Team (CATT). The provision of staffing, equipment, and resources for this purpose shall be made cost neutral for the Contractor through a reimbursement pathway, unless the Contractor shall bill for services, and memorialized in a separate Memorandum of Understanding (MOU) to be negotiated with Alameda County Behavioral Health and/or Alameda County EMS.

2.2 **Expressly Excluded Services**

Notwithstanding anything herein to the contrary, EOA 911 Services shall not include the following:

2.2.1 Requests for EMS or ambulance services within Alameda County in which such requests are made via 7-digit or 10-digit telephone calls.

2.2.2 Interfacility transports to include wheelchair/gurney, BLS, or ALS services and levels of care (i.e., transports from one healthcare facility to another, including skilled nursing facilities, hospitals and other such licensed healthcare facilities).

2.2.3 Critical Care Transports (CCTs)/Specialty Care Transports (SCTs) (i.e., a category of interfacility transports of critically ill or injured patients who require care or services which exceed the scope of practice of a paramedic).

2.2.4 Air ambulance services (i.e., the provision of ambulance services via fixed or rotary wing aircraft).

a. The Contractor expressly agrees that the EMS Agency reserves the right to enter into separate transport contracts with one or more air ambulance providers, even if Contractor is capable of currently providing air ambulance services.

b. The Contractor further expressly agrees that the EMS Agency may implement protocols, policies and procedures to facilitate air ambulance transport of patients from within the Alameda County EOA pursuant to the EMS Agency's Medical Control of the EMS system, and that transports of patients from the Alameda County EOA by air ambulance pursuant to such EMS Agency Policies and Procedures do not violate the grant of exclusivity for ground ambulance services for the Alameda County EOA as provided herein.

c. Notwithstanding anything to the contrary, nothing within this Agreement shall be construed as limiting the applicability of the Airline Deregulation Act.

2.3 **Additional Contractor Obligations**

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

2.3.1 Contractor shall furnish EOA 911 Services for the entire Alameda County EOA. All EOA 911 Services shall be provided at either the ALS or BLS level, in accordance with EMS Agency Policies and Procedures.

2.3.2 Contractor shall provide EOA 911 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 EOA 911 Services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.

2.3.3 All medical 911 calls for EMS originating in the EOA will be referred to Contractor. Contractor shall be the sole ground ambulance provider authorized by the EMS Agency in the Alameda County EOA covered under this Agreement to provide EOA 911 Services, including transport from standby scenes, with the exception of Mutual Aid and disaster response and other such exceptions as specifically set forth in this Agreement.

2.3.4 Contractor shall follow all Alameda County EMS Agency Policies and Procedures. Contractor expressly agrees that the EMS Agency and the EMS Agency Medical Director shall have Medical Control over the EMS system, as the term "medical control" is used in the California Health and Safety Code, §§ 1798-1799 *et seq*.

2.3.5 Contractor shall ensure that relevant and frequent educational courses are offered to assist its EMS Clinicians in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 3.1, 3.3 and 3.5 and, to the extent possible, shall be built upon observation and findings derived from the quality system.

2.3.6 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.

2.3.7 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 its 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.

2.3.8 Contractor shall be responsible for providing any and all additional services it proposed in its response to the RFP, except as specifically stated elsewhere in this Agreement or unless specifically waived in writing by the EMS Agency. In the

event the EMS Agency waives the performance by Contractor of any such services, the EMS Agency may nevertheless require specific performance of any such services at any time under the Term of this Agreement, and such waiver shall not thereafter bar the EMS Agency from demanding such performance at a later date. Unless Contractor specifically noted in its proposal that it would not be responsible for the cost, additional services shall be the financial responsibility of Contractor. If Contractor indicated in its proposal that it would not be responsible for the costs of such additional services, they will be subject to further negotiation of the parties prior to implementation.

2.4 Mutual Aid

2.4.1 State or Federal Mutual Aid Requests

Contractor, if available, 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.

2.4.2 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.

2.5 Disaster Preparedness, Assistance, and Response

2.5.1 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).

2.5.2 Emergency Operations Plan

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans.

2.5.3 **Continuity of Operations Plan**

Contractor shall submit a Continuity of Operations Plan (COOP) to the EMS Director for approval, before the Service Commencement Date. 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.

2.5.4 **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.

2.5.6 **Personal Protective Equipment**

Contractor shall provide personal protective equipment for all EMS Clinicians, consistent with the applicable standards of OSHA/CalOSHA.

In the case of a pandemic, highly infectious disease risk (i.e. Ebola, Marberg, etc.), or other public health emergency that may pose an exposure and/or infection risk to the EMS clinicians providing direct patient care or those cleaning and/or stocking patient treatment spaces, Contractor shall provide appropriate PPE, cleaning supplies, and contaminated material disposal processes as recommended by the Alameda County Public Health Officer.

2.5.7 **Disaster Declaration**

In the event the County declares a disaster and/or the declaration of local emergency/local health emergency 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 EMS Agency 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 EMS Agency will determine, on a case-by-case basis, if the Contractor shall 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.

2.5.8 **Deployment of Ambulance and Other Contractor-Managed Resources**

Contractor shall deploy 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.

2.5.9 **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 a 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 EMS Agency 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. 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 EMS Agency in accordance with a disaster mutual aid request.

i. At a minimum, Contractor shall serve as the EMS provider affiliate with existing Medical Reserve Corps (MRC) units.

ii. Contractor shall be required to participate in EMS Agency sanctioned exercises, disaster drills and other interagency training.

iii. At a multi-casualty scene, Contractor's personnel shall perform in accordance with appropriate EMS Agency multi-casualty response plan(s) and within the Incident Command System (ICS).

iv. Contractor shall house and be accountable for managing 2 EMS CHEMPACK Containers in accordance with State of California and Federal requirements.

2.6 Response and Transport Exceptions and Limitation

2.6.1 Response

a. As outlined in this Agreement, Contractor has an obligation to respond to all 911 requests for Emergency Medical Services in the Alameda County EOA and provide ambulance transport except as expressly provided herein.

b. Although Contractor's primary responsibility is to provide BLS 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 as necessary until the appropriate public safety responder having primary investigative authority arrives on scene and assumes incident command.

c. Mutual aid requests are to be honored unless the Contractor is unavailable pursuant to Section 2.4.1. 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.

2.6.2 Transport

Contractor shall be required to transport patients for whom ambulance transport is deemed clinically appropriate within all areas of the EOA, in accordance with EMS Agency policies, procedures and protocols.

2.7 Deployment Planning

Contractor shall, at least 90 days prior to the Service Commencement Date, submit to the EMS Agency a deployment plan for the provision of 911 Emergency Response and 911 Ambulance Services. Deployment plan modifications made 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, with notice of such changes given in writing to the EMS Agency prior to such changes becoming effective, or as soon afterward as is practicable. In the event the EMS Agency has objections or concerns with Contractor's initial deployment plan, or subsequent modifications thereto, Contractor agrees to meet and confer with the EMS Agency to address any such issues.

SECTION 3 – COMPENSATION, FEES AND FINANCIAL MATTERS

3.1 Compensation

Unless otherwise provided or where County assumes financial responsibility (e.g. County health plan, incarcerated individuals, patients covered by existing indigent care programs), Contractor shall provide all EOA 911 Services and perform all other responsibilities assigned to it hereunder at no cost to the County, and without compensation or subsidy of any kind from the County. Contractor's sole compensation hereunder shall be the fee-for-service revenue it collects from patient charges.

3.2 Patient Charges

Contractor shall adhere to the rates in EXHIBIT B – CONTRACTOR SCHEDULE OF PATIENT CHARGES, which may be adjusted periodically as set forth herein. In accordance with California law on rates and balance billing, i.e., AB 716, the County and LEMSA find that regulating ambulance service fees is necessary to ensure availability, sustainability, and adequacy of ambulance services in the County. The fees set forth in this Agreement are established and approved by the County and LEMSA exercising sound legislative judgment and shall be the only fees to be charged and collected in the County for EOA 911 Services provided under this Agreement. Except for those patients eligible for financial hardship consideration pursuant to the policy described in Section 3.4.5, the rates set forth in this Agreement shall be the County mandated rates for all transport and non-transport services for Contractor's services and the Contractor shall charge and collect these fees. For sake of clarity, the County may establish a separate fee schedule or schedules of rates for ambulance services not included in the EOA or that are furnished by non-EOA providers, such as BLS interfacility transports, critical care transports, etc.

3.3 Fee Adjustments

3.3.1 Automatic Inflationary Adjustments

The rates set forth in EXHIBIT B – CONTRACTOR SCHEDULE OF APPROVED CHARGES shall increase automatically on each anniversary of the Service Commencement Date by an amount equal to the greater of:

a. 5%, or,

b. The amount of the most recent Ambulance Inflation Factor (AIF), as published annually by the Centers for Medicare and Medicaid Services, plus 3%.

3.3.2 Discretionary Adjustments

a. After the first full year of providing Services under the Contract, Contractor may, no more frequently than twice per any 12-month period, submit a request to the EMS Agency Director for adjustments to its approved Schedule of Patient Charges in addition to the automatic annual inflationary adjustment described above. Such discretionary adjustments

shall be considered when necessitated by unexpected or extraordinary circumstances beyond the control of either Contractor or the EMS Agency, including but not limited to, changes in law impacting revenue cycle performance, natural disasters, public health emergencies, labor disruptions, supply chain disruptions, or other similar issues.

b. The Contractor shall bear the burden of supporting any additional discretionary adjustments to its approved Schedule of Patient Charges by supplying all data, documents and other information deemed necessary by the EMS Agency to evaluate the need for such adjustments. The EMS Agency Director's decision will be informed by the data and documentation submitted by the Contractor to substantiate the need for a rate increase. Such documentation may include but is not limited to audited financial statements, collection data, and accounts receivable documentation.

c. The EMS Agency Director shall decide on the Contractor's request for discretionary adjustments to its approved Schedule of Patient Charges. The EMS Agency Director's approval of such discretionary adjustments shall not be unreasonably withheld. The EMS Agency Director's decision may be appealed by the Contractor to the Alameda County Board of Supervisors. The decision of the Board of Supervisors is final.

3.4 **Revenue Cycle Management**

3.4.1 Contractor shall conduct its revenue cycle management and associated coding, billing and collections activities in a manner that is well-documented, readily capable of audit, and which facilitates the receipt of reimbursement from insurers and other third-party sources whenever Contractor's services satisfy the coverage criteria of such payer or insurer. Contractor may perform such services in-house or, upon prior notification to EMS Agency, outsource to a qualified third-party provider of such services, in which case Contractor shall, upon request, provide a redacted copy of any such contract to the EMS Agency, along with any amendments thereto.

3.4.2 Contractor shall designate a Compliance Officer specifically for its Alameda County operations pursuant to this Agreement and shall inform the EMS Agency in writing of this designation. Contractor's Compliance Officer shall possess a compliance certification acceptable to the EMS Agency, and Contractor shall provide evidence of such certification to the EMS Agency upon request.

3.4.3 Within one year of the Service Commencement Date, Contractor shall ensure that coders and billers involved in the preparation, submission or follow-up of claims for services provided hereunder possess billing/coding certifications acceptable to the EMS Agency and shall provide evidence of such certifications to the EMS Agency upon request. For purposes of this section, certifications acceptable to the EMS Agency include Certified Professional Coder (CPC) through the American Academy of Professional Coders (AAPC) or Certified Ambulance Coder (CAC)

through the National Academy of Ambulance Compliance (NAAC). The EMS Agency may supplement this list of acceptable certifications from time to time.

3.4.4 Contractor shall fully cooperate with a qualified entity, as chosen by the EMS Agency, to conduct an independent claims review on an annual basis utilizing a random sample of Contractor's Medicare claims. Contractor shall bear the cost for the annual independent random claims review, at a cost not to exceed $15,000 per audit. The claims reviewer shall submit its report directly to the EMS Agency.

a. In the event the independent claims review determines a claim error rate (including only those errors that are material to an overpayment in accordance with applicable Medicare statutes and rules), as defined by the Office of Inspector General (OIG) in excess of 10%, Contractor shall submit a corrective action plan to the EMS Agency describing its plan for reducing the error rate, and in such case, Contractor shall submit to an additional independent claims review of a Statistically Valid Random Sample (SVRS) of Medicare claims by the independent qualified claims reviewer, in addition to the annual claims reviews, and bear the costs of such additional SVRS claims review.

b. In the event that an SVRS claims review is necessary pursuant to this section, a follow-up independent random claims review will be performed, at Contractor's expense, 3 months after the SVRS review. In the event the follow-up review also reveals an error rate in excess of 10%, the EMS Agency may prescribe a corrective action plan.

c. Nothing herein shall preclude Contractor from disputing the findings of the independent claims review.

3.4.5 Contractor shall maintain a financial hardship policy and eligibility criteria, which are subject to the review by and approval of the EMS Agency. Such policies shall comply with all applicable State and Federal laws, specifically including but not limited to, California Assembly Bill 716 (2023) (related to ambulance balance billing and patient charges) and California Senate Bill 1061 (2024) (related to medical debt and collections).

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

3.5 Accounting Procedures

3.5.1 Books and Records

Contractor shall maintain separate, complete and accurate financial records for services provided in Alameda County pursuant to this Agreement in accordance with generally accepted accounting principles.

3.5.2 **Audits and Inspections**

With reasonable notification and during normal business hours, the EMS Agency, 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 Agency office or other mutually agreeable location. The EMS Agency 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.

3.5.3 **Audited Financials**

On an annual basis, no later than 90 days following each anniversary date of the Service Commencement Date, 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 parent company audited financial statements

3.5.4 **Additional Documentation**

Contractor shall provide such information, data and documentation that may reasonably be required by the EMS Agency to ascertain the status of Contractor's financial reserves and financial capacity to carry out the Contractor's obligations under this Agreement. In addition, Contractor shall provide, upon the EMS Agency's request, such information or documentation necessary to ascertain the status of Contractor's performance security and/or lines of credit. The Parties expressly agree that Contractor's obligation to provide the information, data or documentation described in this section 3.5.4 is limited to Contractor's Alameda County operation and the business unit that encompasses Contractor's Alameda County operation. Contractor may, in accordance with applicable law, designate any such material as confidential where appropriate and in accordance with California laws.

3.6 **Volume Estimates**

Contractor acknowledges that all estimates of call volume, payer mix and other data, documentation and information provided in the RFP or otherwise furnished to Contractor by any source, including but not limited to the County or EMS Agency, are estimates and not guarantees. Contractor further acknowledges that any such data generated under previous iterations of the Alameda County EMS system may not be relevant or comparable to the EMS system design set forth in this Agreement, particularly regarding the emphasis in this system design on the reduction of unnecessary ambulance utilization and the implementation of 911 Patient Navigation Services and related modalities.

SECTION 4 – KEY PERSONNEL AND REQUIRED STAFFING

4.1 Regulatory and Policy Requirements

4.1.1 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.

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

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

4.1.4 Contractor shall comply with all clinical, operational and other performance standards as set forth herein.

4.1.5 Contractor will cooperate with the EMS Agency in its ongoing development of protocols, policies, procedures, standards and practices for most appropriate patient care.

4.2 Key Personnel Functions

4.2.1 Required Key Personnel Functions

Contractor shall be required to employ (or subcontract with, upon EMS Agency approval) personnel to perform the following Key Personnel Functions specific to the EOA 911 Services provided in the Alameda County EOA under this Agreement. All personnel performing Key Personnel Functions shall complete a background check and résumé verification.

The EMS Agency shall determine, in its sole judgment, prior to hiring or appointment by Contractor, if the individuals proposed to fulfill Key Personnel Functions or other leadership roles with direct influence over EMS operations pursuant to this Contract, are qualified for the function(s) for which they are designated. The EMS Agency reserves the right to require Contractor to remove from the Alameda County EMS system any individuals performing Key Personnel Functions in its sole discretion and Contractor shall act immediately on the EMS Agency's execution of that right. Unless otherwise approved by the EMS Agency, all individuals performing Key Personnel Functions as outlined above must be assigned to Alameda County at Contractor's base of operations.

Contractor shall inform the EMS Agency in writing of the name, contact information, titles and qualifications of the personnel assigned by Contractor to perform these Key Personnel Functions, and Contractor expressly agrees that the EMS Agency shall at all times have direct access to the personnel performing these Key Personnel Functions hereunder. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Personnel performing Key Personnel Functions shall be required to

cooperate fully with the EMS Agency. Unless otherwise stated, all personnel performing Key Personnel Functions shall be 1.0 FTE each.

The required Key Personnel Functions are:

a. **Enterprise Leadership**

An overall senior executive leader with ultimate accountability for the provision of all services and Contractor performance under this Agreement.

b. **Clinical Leadership**

Leader responsible for oversight of the clinical performance of all Contractor clinical personnel providing care in all modalities required for delivery of all EOA 911 Services, including oversight and accountability for all Contractor clinical quality improvement activities.

c. **Operations**

Individual responsible for deployment, response, patient experience and management of Contractor's field supervisory personnel.

d. **Finance**

Individual responsible for financial management, financial reporting, accounting, revenue cycle management, patient accounts and customer service, and related financial functions specific to Contractor's Alameda County operations.

e. **Employment**

Individual accountable for Contractor hiring and employment practices, employee safety and wellness, compliance with workforce and labor laws and related functions.

f. **Compliance (offsite/shared)**

Individual with overall responsibility for compliance with applicable legal requirements including revenue cycle management compliance (i.e., compliance officer) and compliance with applicable privacy and security requirements (i.e., privacy officer and health information security official).

g. **Contract Administration**

Individual designated to be the primary contact for the EMS Agency and County contracting and procurement officials regarding administration of this Agreement, Contract legal issues, and related matters.

h. **Medical Director**

i. Contractor must provide a minimum half-time (0.5 FTE or greater) California-licensed physician, experienced and board certified in Emergency Medicine and/or Emergency Medical Services, to oversee Contractor's provision of clinical care.

ii. The Medical Director shall be responsible to facilitate the procurement and oversight of pharmaceuticals and controlled substances used by the Contractor in delivering services hereunder.

iii. Contractor's 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 sections 1797.90, 1797.202, 1709.220, and 1798.

4.2.2 **Experience**

Each of Contractor's personnel performing Key Personnel Functions must have been, for a minimum of 2 of the most recent 5 calendar years from the date of hire, continuously engaged in providing or directly overseeing provision of the applicable Key Personnel Functions as set forth herein.

4.2.3 **Changes in Individuals Performing Key Personnel Functions**

a. Contractor agrees that it shall not appoint or assign any new personnel to perform Key Personnel Functions or substitute subcontractors without EMS Agency approval, which shall not be unreasonably withheld. Nothing herein shall be construed as preventing an individual performing Key Personnel Functions to transfer out of Contractor's Alameda County operation or to leave employment with Contractor.

b. Should such individual or individuals in the employ of Contractor performing Key Personnel Functions no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to EMS Agency an individual with greater or equal qualifications as a replacement subject to EMS Agency's approval, which approval shall not be unreasonably withheld.

c. For changes in the individuals performing the Key Personnel Functions of Operations, Medical Director, and Clinical Leadership, the EMS Director and EMS Agency Medical Director must approve the individual filling this position, which will require a background check and résumé verification. In the event that this approval is withheld or withdrawn, Contractor shall appoint a qualified replacement acceptable to the EMS Agency.

4.3 Other Mandatory Leadership Personnel

4.3.1 Dispatch/System Status Supervisors

a. Contractor shall employ experienced Dispatch/System Status Supervisors such that at least 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 have successfully completed and provide proof of EMD certification by the International Academies of Emergency Dispatch and may be physically located at either the designated dispatch center or at the Contractor's Alameda County operation. While individuals are not required to maintain EMD certification in perpetuity while functioning in this role, continued certification is highly recommended.

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.

4.3.2 Operations Supervisors

a. Contractor shall employ field-based Operations Supervisors, who shall be 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. Operations Supervisors shall serve as the Contractor's on-duty EMS Field Commanders and accordingly must be either EMTs or 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. Operations Supervisors shall have successfully completed and provide proof of EMD certification by the International Academies of Emergency Dispatch. While individuals are not required to maintain EMD certification in perpetuity while functioning in this role, continued certification is highly recommended.

d. The Operations Supervisors 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 Supervisors shall be responsible for:

i. real time, non-dispatch center-initiated System Status Plan staffing adjustments,

ii. working to decrease turnaround times at receiving facilities.

iii. investigating or directing investigation of vehicle and general liability issues,

iv. workers compensation issues,

v. employee performance issues, and

vi. customer or stakeholder complaints

f. The Operations Supervisors shall also:

i. Integrate into an ICS structure, assisting with management of complex incidents as needed or requested by partner agencies.

ii. Collaborate with EMS Agency staff and EMS Coordinators.

iii. Communicate with EMS Agency on-call staff.

iv. Be responsible for delivery of supplies or equipment for multi-casualty incidents and disaster responses.

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

4.3.3 **EMS Supervisors**

a. Contractor shall employ field-based EMS Supervisors such that a minimum of 4 are available 24 hours a day, 7 days 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.

b. EMS Supervisors are responsible for:

i. Responding to Priority 1 and other MPDS determinant-coded calls with associated high risk and/or frequent potential for critical ALS interventions, when requested.

ii. Integrating into an ICS structure, assisting with management of complex incident as needed or requested by partner agencies.

iii. Providing direct, case-by-case mitigation of any conflict or concern between Contractor personnel and allied agencies, facility staff, patients, patient families, or others.

iv. Facilitating the smooth operation of the EMS system by monitoring and mitigating issues that compromise effectiveness or efficiency

such as units going into service, and delays in posting, transport, response, and patient offloading at their destination.

v. Directing and assisting with research and compliance for research in trial studies, focused audits, and state-directed demonstration projects.

vi. Teaching and reinforcing clinical policies and procedures.

vii. Introducing new techniques and procedures.

viii. Collaborating with EMS Agency staff and EMS Coordinators.

ix. Serving as resource persons for operational and difficult clinical issues.

x. Communicating with base physicians and EMS Agency on-call staff.

xi. Participating in the EMS Agency Quality Council with the Quality Manager and/or other performance improvement committees, as requested.

xii. 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.

4.3.4 **Clinical/Education Specialist Staff**

Contractor shall employ and maintain 2 full-time clinical and educational specialist positions. These are in addition to the EMS Supervisors and Quality Leadership positions.

4.3.5 **Analyst**

Contractor shall employ at least 1 operational and response workload/time analyst to evaluate resource deployment and assist with patient care driven data analysis reports.

4.3.6 **Healthcare Access Manager**

Contractor shall employ a Healthcare Access Manager, 1.0 FTE, as more fully described in Contractor's RFP proposal and section 12.5 of the Agreement.

4.4 Ambulance Staffing Requirements

4.4.1 ALS Ambulances

a. All ambulances rendering 911 Ambulance Services to dispatched ALS-level 911 calls under the Alameda County EMS 911 call prioritization plan shall be staffed and equipped to render ALS level care and transport. Minimum staffing for such calls shall be 1 County accredited paramedic and 1 EMT. Responding transport units must be prepared to interface seamlessly with fire department and other public safety personnel responding to the same call.

b. 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, during transport, accompany those patients not requiring paramedic-level monitoring or care.

4.4.2 BLS Ambulances

a. All ambulances rendering 911 Ambulance Services to dispatched BLS-level 911 calls under the Alameda County EMS 911 call prioritization plan shall be staffed and equipped to render BLS level care and transport. Minimum staffing for such calls shall be two certified EMTs. Responding transport units must be prepared to interface seamlessly with fire department and other public safety personnel responding to the same call.

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, or a cardiac monitor that can function as an AED, and operate at the full local optional EMT-Basic scope of practice in Alameda County, as approved by the EMS Medical Director.

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

4.5 Job Titles and Duties

The job titles used in this Section 4 are meant to be descriptive. Contractor may utilize any job titles for its personnel that Contractor deems appropriate. In addition, the duties and responsibilities of the personnel performing the functions described in this Section 4 are not meant to be exclusive, and Contractor may assign other job responsibilities to the personnel performing these functions as Contractor deems appropriate, so long as those responsibilities do not materially conflict with or prevent those personnel from performing the functions enumerated in this Section 4.

SECTION 5 – VEHICLES, EQUIPMENT AND COMMUNICATIONS.

5.1 Contractor Responsibilities

5.1.1 General

a. 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 EOA 911 Services. All costs of maintenance including parts, supplies, spare parts, and costs of extended maintenance contracts shall be the responsibility of the Contractor.

b. The EMS Agency shall, for any changes to policies, procedures or protocols after the Service Commencement Date that would require additional capital investment by Contractor in equipment or other items, consider the costs and opportunity for recovery of such capital investment by Contractor over the remaining Term of the Contract at the time such changes become effective.

5.1.2 Vehicle Inventory

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 real property locations. The Contractor shall at all times maintain a vehicle inventory sufficient to perform the services under this Agreement. The Contractor shall repair or replace damaged, totaled or otherwise inoperable vehicles used to provide services under this Agreement unless Contractor demonstrates to the EMS Director's satisfaction that such vehicles are not necessary to maintain the level of services required under this Agreement. 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 30 days of said change, sale, transfer or purchase.

5.2 Vehicle Specifications

5.2.1 Ambulances

All ambulances shall meet the standards of the California Code of Regulations, Title 13, Division 2, Chapter 5, Article 1. Ambulances shall be replaced at or before 250,000 miles unless Contractor can demonstrate extenuating circumstances and the exception to the mileage requirement is approved by the EMS Director.

5.2.2 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.

5.2.3 **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 most current and applicable National Fire Protection Agency (NFPA) Standard in effect at the time of vehicle manufacture.

c. Ambulances and supervisor vehicles used in providing services shall bear the markings "Alameda County Emergency Medical Services" in at least 4-inch letters on both sides and state the level of service on both sides.

d. Vehicles shall display the "911" and "988" emergency telephone numbers 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.

5.2.4 **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 cost 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 schedule established by Contractor and approved by the EMS Agency.

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 material defects, including a cumulative appearance of being worn out or not maintained, determined at the sole reasonable 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 EMS system by:

i. utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances,

ii. developing and implementing standardized maintenance practices, and

iii. 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 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.

5.3 Equipment

5.3.1 Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and communications equipment utilized by Contractor will meet or exceed the minimum requirements of the EMS Agency Policies and Procedures and shall be specifically approved by the EMS Director prior to purchase. 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.

5.3.2 The parties acknowledge that, as of the Service Commencement Date, medical ventilators are not required equipment on Contractor's ambulances.

5.4 Communication System Equipment and Management

5.4.1 Contractor shall be responsible for providing mobile radio equipment and cellular smartphones on each ambulance and supervisor vehicle to the specifications set forth in the RFP. 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.

5.4.2 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 EMS Agency approved EMD centers, public safety provider agencies, hospitals and its ambulance and supervisor units deployed throughout the EOA.

5.4.3 Contractor shall be capable of receiving and replying to requests for all EOA 911 Services by voice and data linkage. Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide EOA 911 Services pursuant to this Agreement.

5.4.4 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.

5.4.5 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.

5.4.6 Contractor must utilize mobile and portable radios compatible with County communications systems. 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. Radios shall have emergency buttons that can be activated by crews when in need of emergent assistance and have the capability to be geolocated if the crew member is unable to verbally respond.

5.4.7 Contractor shall equip each ambulance and supervisor's vehicle with appropriate technology to permit access to CAD and Patient Care Reports.

5.4.8 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.

5.4.9 Other Contractor Communication Requirements. In addition to the above dispatch requirements, the Contractor shall meet the following requirements on all ambulances and supervisor units:

a. Communications Equipment - Contractor shall provide cellular smartphones for direct landline communications with the base hospital, receiving hospitals, Dispatch Centers and other necessary personnel or agencies.

b. California On-Scene Emergency Coordination Radio System (CALCORD) – Contractor shall equip all ambulances and supervisory vehicles with radio equipment suitable for operation on CALCORD.

c. 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.

d. Radio equipment used for ambulance-to-hospital communications shall be configured so that EMS clinical personnel are able to directly communicate with base or receiving hospital staff regarding the patient.

e. 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.

5.4.10 Contractor will install and maintain Automatic Vehicle Locator (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 Dispatch System

5.5.1 Contractor shall provide these services in collaboration with one of the EMS Agency-approved EMD centers. In the event that 180-days prior to the Service Commencement Date, Contractor is unable to reach an acceptable agreement with an EMS Agency-approved EMD center despite having made good faith efforts to do so, Contractor shall so inform the EMS Agency, and the EMS Agency shall meet and confer with Contractor to address the issue.

5.5.2 All personnel delivering SSM and dispatch services shall be Emergency Medical Dispatcher (EMD) certified by the International Academies of Emergency Dispatch

5.5.3 EMD functions including pre-arrival instructions as approved by the EMS Medical Director will be provided by EMS Agency-approved EMD centers.

5.5.4 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).

5.5.5 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 does not include the Contractor's Dispatch/System Status Supervisor(s), which may be located in the designated dispatch center or at the Contractor's operations, who are fully authorized to act on its behalf in controlling SSM and dispatch functions.

5.5.6 Contractor is required to submit to the EMS Agency an agreement to be executed with an EMS Agency-approved EMD center. Following approval by the EMS Agency in its sole discretion, Contractor will be required to enter into an agreement with the 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.

5.5.7 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.

5.5.8 The Parties acknowledge that, consistent with the California Health and Safety Code, Medical Control of Emergency Medical Dispatch is vested in the LEMSA. Accordingly, the EMS Agency reserves the right in its sole discretion to change dispatch criteria, response priorities and related aspects of EMD, notwithstanding changes that might be required in Contractor's deployment plan. The Contractor and the EMS Agency agree to meet and confer regarding any such changes, and changes that materially impact Contractor's costs of deployment or services beyond normal and customary operational modifications shall be considered a basis for the approval of discretionary adjustments to Contractor's rates as set forth in Section 3.3.

5.5.9 Notwithstanding the foregoing, when such changes as referenced in Section 5.5.8 are made by the EMS Agency that would necessitate modifications of Contractor's deployment plan that would directly result in added costs to Contractor of 10% during any 6-month period, (e.g., by necessitating the purchase of additional vehicles or addition of unit hours), no such changes shall be binding on Contractor unless first agreed to in writing by Contractor.

5.6 **Environmental Sustainability**

5.6.1 Contractor shall comply to the maximum extent possible with Alameda County environmentally preferable purchasing policies, as set forth in County Resolution No. 2011-108.

5.6.2 Contractor shall maximize the use of recycled materials in administration and operations, and shall promote workplace recycling and composting at its Alameda County headquarters and all stations serving Alameda County.

5.6.3 Contractor shall, wherever possible, reduce the utilization of single-use items.

5.6.4 Contractor shall commit to reducing unnecessary water usage.

5.6.5 Contractor shall maximize energy efficiency in its Alameda County headquarters and all stations serving Alameda County.

5.6.6 Contractor shall maximize utilization of non-idling vehicle technologies and electric vehicles in its Alameda County operations as feasible.

5.6.7 Contractor shall dispose of all biohazardous waste in accordance with law, regulations and industry best practices.

SECTION 6 - PERFORMANCE STANDARDS

6.1 Applicability of Performance Standards and Liquidated Damages

6.1.1 Express Agreement to Performance Standards

Contractor shall be responsible for providing all EOA 911 Services under this Agreement in accordance with the performance standards set forth herein.

6.1.2 Express Agreement to Liquidated Damages

Contractor expressly agrees to be subject to the liquidated damages provisions as set forth within the various performance standards enumerated in this Agreement. Contractor understands and acknowledges that liquidated damages as set forth herein are cumulative, i.e., that liquidated damages shall, as applicable, be assessed separately and independently for each applicable performance standard or category of performance standards as applicable under this Agreement.

6.1.3 Subsequent Modifications of Performance Standards

The Parties also further expressly agree that the EMS Agency and/or EMS Medical Director, in consultation with Contractor, may modify, reclassify, add or subtract from the performance standards set forth herein from time to time during the term of this Agreement, and the Parties further agree that this is a necessity as clinical research, evidence and standards of care evolve. The Parties also agree and acknowledge that such future modifications, reclassifications, additions or subtractions do not have to be made through amendments to this Agreement but may be implemented by the EMS Agency through EMS Agency Policies and Procedures after consultation with Contractor.

6.2 Clinical Performance Standards, Liquidated Damages and Credits

6.2.1 Sentinel Events

EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 1, identifies specific, objective, and readily identifiable adverse or sentinel events (Sentinel Events) that the EMS Agency has determined warrant independent liquidated damages in Contractor's performance of Services under this Agreement.

a. **Liquidated Damages for Sentinel Events**

As outlined in EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 1, Sentinel Events are subject to liquidated damages of $10,000 per occurrence, $2,500 per occurrence, or $250 per occurrence, depending on the severity of the infraction.

b. **Effective Date for Liquidated Damages for Sentinel Events**

Liquidated Damages for Sentinel Events shall be assessed for any occurrences on or after the Service Commencement Date.

c. **Reporting Requirements for Sentinel Events**

The occurrence of a Sentinel Event is reportable to the EMS Agency though the Duty Officer program within 24 hours, including weekends and holidays. Sentinel Events are reportable regardless of whether Contractor believes that one or more good cause exemptions may be applicable to the assessment of liquidated damages. Note that failure to report a Sentinel Event in the required time and manner is itself a Sentinel Event for which separate and independent liquidated damages may be assessed.

d. **Measurement Period for Sentinel Events**

The measurement period for Sentinel Events shall be continuous and daily.

6.2.2 **Percentage Clinical Performance Standards**

EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 2, identifies the Percentage Clinical Performance Standards (PCPS) that Contractor will be responsible to achieve throughout the Term of this Agreement.

a. **Liquidated Damages for Percentage Clinical Performance Standards**

The maximum liquidated damages amount that may be assessed shall be $2,500 per individual measure per quarter for performance less than the applicable standard.

b. **Effective Date for Liquidated Damages for Percentage Clinical Performance Standards**

Contractor shall not be responsible for the payment of liquidated damages for PCPS deficiencies for the first 6 months after the Service Commencement Date, unless the EMS Agency and the Contractor mutually agree in writing to a different date. Liquidated damages may be assessed for PCPS as set forth in EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 2 beginning on the first day of the seventh month after the Service Commencement Date.

c. **Phase-In of Percentage Clinical Performance Standards**

Starting with the Service Commencement Date, Contractor shall achieve PCPS compliance of 90% for the first 2 years of the Term hereunder. Beginning on the second anniversary of the Service Commencement Date, and continuing thereafter, Contractor shall achieve PCPS compliance of 92%.

d. **Reporting Requirements for Percentage Clinical Performance Standards**

For purposes of the PCPS, any Patient Care Report which did not record the necessary data elements for measurement of an applicable PCPS shall be deemed noncompliant toward the PCPS calculations.

e. **Measurement Period for Percentage Clinical Performance Standards**

The measurement period for PCPS shall be quarterly. If the Contractor does not have a minimum of 100 applicable encounters for any PCPS standard, the measurement period shall constitute the next regular measurement period interval after 100 applicable encounters are met.

f. **PCPS Credits for Superior Clinical Performance**

i. **Quarterly PCPS Credits**

If the Contractor, at a minimum, meets the applicable standards set forth in all PCPS categories for a prescribed interval, Contractor shall receive a credit for any PCPS category which exceeds the minimum standard for that interval. The total amount of the credit shall be equal to 50% of the total potential liquidated damages available under that category. Contractor eligibility for PCPS credits begins after the phase-in period for PCPS standards set forth herein.

For example, if Contractor meets or exceeds the minimum standards for all PCPS categories for that interval, and Contractor exceeds the performance standards for the same interval in Category 1: Cardiorespiratory Measures, the total available credit will be $5,000, since there are four measures in Category 1, each with liquidated damages of $2,500 ($2,500 x 4 x 0.5 = $5,000).

ii. **Annual Quality Improvement PCPS Credits**

Following the first anniversary of the Service Commencement Date, if Contractor meets the minimum standards set forth in all PCPS categories, Contractor shall receive a credit of $1,000 per percentage point (or prorated portion thereof) for any PCPS category the minimum performance standards in effect for that year are exceeded.

For example, if at the end of Year 1 Contractor met or exceeded 90% performance in all PCPS categories and achieved 91.7% compliance in PCPS Category 1: Cardiorespiratory Measures, Contractor shall receive a credit of $1,700 ($1,000 x 1.7 = $1,700).

iii. **Application of Credits**

Credits earned in the manner set forth herein may be used only to offset liquidated damages assessed for noncompliance with non-clinical performance standards. Such credits may not under any circumstances be used to offset deficiencies in any clinical performance standards in any measurement interval. Non-clinical

performance standards consist of Operational and Administrative Performance Standards and Response Time Standards.

Credits earned for superior clinical performance shall be applied to any liquidated damages assessed for non-clinical performance deficiencies in the 6 months after which such credits are earned. If not applied to any such non-clinical liquidated damages within that 6-month period, such credits shall expire following such 6-month period.

6.2.3 **Population-Specific Clinical Performance Standards**

EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 3, sets forth the Population-Specific Clinical Performance Standards that Contractor must achieve during the term of this Agreement.

a. **Reference Populations for Population-Specific Clinical Performance Standards**

For each metric set forth in EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 3, a comparative measurement shall occur for each Specific Population. When evaluating race-based Specific Populations, measurement shall be against the Caucasian population. When evaluating the unhoused or homeless Specific Population, measurement shall be against the housed population. If other Specific Populations not based on race or housing status are identified, the appropriate control group shall also be identified prior to establishing a metric to be measured.

b. **Liquidated Damages for Population-Specific Clinical Performance Standards**

The maximum liquidated damages shall be $2,500 per measure per quarter for performance less than the applicable standard.

c. **Effective Date for Liquidated Damages for Population-Specific Clinical Performance Standards**

Liquidated damages may be assessed as set forth in EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 3, beginning on the first day of the seventh month after the Service Commencement Date, unless the EMS Agency and the Contractor mutually agree in writing to a different date.

d. **Measurement Period**

The measurement period for Population-Specific Clinical Performance Standards shall be quarterly. If the Contractor does not have a minimum of 100 applicable encounters for any such standard, the measurement period

shall constitute the next regular measurement period interval after 100 applicable encounters are met.

e. **Reporting Requirements**

For purposes of the Population-Specific Clinical Performance Standards, any Patient Care Report which did not record the necessary data elements for measurement of an applicable PCPS shall be deemed noncompliant toward the Population-Specific Clinical Performance Standards calculations.

f. **Additional Specific Populations**

If, at any time after the six month anniversary of the Service Commencement Date the EMS Agency determines that any additional population should be added to the list of Specific Populations, the EMS Agency may, at its sole discretion, add that population to the definition of Specific Population as listed above, provided that the ability to collect necessary data for the additional population exists within or could reasonably be added to the ePCR documentation system.

6.3 Patient Experience of Care

6.3.1 Response Time Performance Standards

EXHIBIT D – PERFORMANCE STANDARDS TABLES, Tables 4A – 4D, set forth the Response Time Performance Standards that Contractor must achieve during the term of this Agreement.

a. **Ambulance Incident Dispatch Classifications**

All Response Time Performance Standards, as set forth in EXHIBIT D – PERFORMANCE STANDARDS TABLES, Tables 4A – 4D, shall be measured in accordance with polices issued by the EMS Agency Medical Director and ALCO EMS-approved EMD centers in the County to identify and prioritize the resource and response time needs of incidents requiring an ambulance, in accordance with applicable MPDS standards set forth by the EMS Agency.

b. **Response Subzone Classification**

i. Metro (population density > 2000)

ii. Rural/Open Space (population density < 999).

iii. Suburban (population density 1,000 – 1,999)

iv. Changes to response subzone classifications may be made as population shifts require and will be updated periodically by the EMS Agency.

v. 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.

c. **Measurement Period for Response Time Performance Standards**

Response times shall be assessed quarterly throughout the term of the Agreement.

d. **Measurement Units**

i. In the event the Contractor is dispatched by a County-approved EMD center, 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. If the Contractor has no units available to assign to the 911 call, the receipt of the 911 call shall be the time that the LLVL unit is assigned to the call.

ii. In the event the Contractor is self-dispatched, but with EMD performed by another entity, response time shall be measured in minutes and integer (whole) seconds and shall be "time stamped" upon the call being received at the Contractor's dispatch center.

iii. In the event the Contractor is self-dispatched and responsible for completion of the EMD process, response time shall be measured in minutes and integer (whole) seconds and shall be "time stamped" upon completion of the EMD process and assignment of a response determinant, or 90 seconds from Contractor's receipt of the call, whichever is sooner. If the Contractor has no units available to assign to the call the Contractor shall immediately assign the call to an LLVL unit to start the clock.

e. **Measurement Process**

i. Performance at 5 different levels of fractile response time measurement will result in the assignment of a point value that decreases as performance decreases. These points will be weighted toward performance in the most serious calls (Priority 1). No points will be awarded in the Priority 1 categories for performance under 90%.

ii. There will be 100 total possible points (including 8 possible Equity Points earned with a differential of -5% between each Specific Population and reference population per interval), and 8 possible Out-of-Hospital Cardiac Arrest Response Time Points as described in EXHIBIT D – PERFORMANCE STANDARDS TABLES, Tabled 4A-4D.

iii. Response Time Clock Start shall be upon Contractor's receipt of the call with location and call priority information for the response from an EMS Agency-approved EMD center.

iv. Response Time Clock Stop shall be upon the time Contractor's ambulance arrived at the final parked location at the address of the emergency. Where safety reasons dictate a staging position, the time arrived at staging is the time on scene.

v. The clock shall only stop if the appropriate resource for the call arrives on scene. For example, a solitary BLS unit cannot stop the clock for an ALS call, unless an ALS-level clinician from a First Responder ALS (FRALS) agency determines a BLS unit is appropriate. If a Contractor QRV is deployed, the clock stops at the later time of the arrival of the QRV and the transport resource. If the required resource(s) do not arrive on scene to stop the clock, the clock shall stop at the time of transport or cancellation.

vi. For cancelled calls, response time performance shall be from the time of notification to the time of the cancellation from the public safety agency on scene or EMS Agency-approved EMD Center.

f. **Reporting Requirements**

i. Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:

(1) Time call received by Dispatch

(2) Time call received by Contractor

(3) Time location verified

(4) Time ambulance crew assigned

(5) Time en route to scene

(6) Arrival at scene time - Earlier of crew reporting "on scene" via radio or mobile data terminal (MDT) or indication of arrival using AVL data.

(7) Arrival at patient

(8) Total on-scene time

(9) Time en route to transport destination

(10) Total time to transport to destination

(11) Arrival time at the destination

(12) Time of patient transfer to receiving personnel

(13) Time available at the destination (i.e. return to in-service status)

ii. 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 when appropriate.

iii. Contractor must synchronize its clocks with the clocks of the EMS Agency-approved EMD center that Contractor has contracted with for dispatch.

g. **Liquidated Damages for Response Time Performance Per Quarter**

i.	75 – 100 points	$ 0
ii.	50 – 74 points	$5,000
iii.	25 – 49 points	$10,000
iv.	< 25 points	$15,000

h. **Exemptions and Reviews**

Contractor shall be entitled to utilize the exemption process for performance standards set forth in Section 7.3.3 to request exemptions for response time performance issues.

i. **Out-of-Hospital Cardiac Arrest Response Time Points**

If the Contractor's response time to all dispatches for out-of-hospital cardiac arrest in a given quarter is no more than the stated Priority 1 response times, minus two minutes, for the applicable Subzone, the Contractor shall receive 8 additional points in the Response Time Standards for the quarter.

j. **Effective Date for Response Time Performance Standards**

Contractor shall be accountable for the Response Time Performance Standards beginning the second month after the Service Commencement Date.

k. **Meaning of "On Scene"**

For the purpose of Section 6.3.1, "on scene" shall mean the time at which the unit arrives at the specific location of the dispatched call, which includes but is not limited to the physical address provided by dispatch, the entrance of a business or residential complex, or a designated staging area as determined by safety considerations or law enforcement

instructions. In cases where the call occurs within a secured or multi-tenant property, such as an apartment complex, gated community, jail, or office building, "on scene" shall be recorded when the ambulance reaches the entry point to the property, rather than when arriving at the specific street address.

6.3.2 **Patient Satisfaction Performance Standards**

a. **Patient Satisfaction Categories**

Patient Satisfaction will be measured across four categories in accordance with the specific criteria set forth in EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 5:

i. Ambulances

ii. Clinicians

iii. Billing

iv. Overall Experience

b. **Measurement Period**

The Patient Satisfaction Performance Standards shall be assessed quarterly each year throughout the Term of the Agreement.

c. **Liquidated Damages for Patient Satisfaction Performance Standards**

No liquidated damages will be assessed regarding Patient Satisfaction Performance Standards.

d. **Credits for Patient Satisfaction Performance**

Contractor may earn credits for superior Patient Satisfaction performance that can be applied, within the same quarter, toward reducing any liquidated damages assessed under the Response Time Standards set forth herein.

e. **Effective Date for Patient Satisfaction Performance Standards**

Contractor shall be accountable for the Patient Satisfaction Performance Standards as of the Service Commencement Date.

6.4 **Operational and Administrative Performance Standards**

Contractor shall be responsible for performance in designated operational and administrative areas, as set forth in EXHIBIT D – PERFORMANCE STANDARDS TABLES, Table 6. The measurement interval and liquidated damages for these areas varies as set forth in Table 6. The parties recognize that these represent new and innovative performance standards, and some flexibility will need to be maintained as these measures are refined.

6.5 Annual Performance Evaluation

The EMS Agency may evaluate the performance of the ambulance provider on an annual basis. The EMS Agency s evaluation may include, but is not necessarily limited to, compliance with Clinical Performance Standards, Patient Experience of Care Performance Standards and Operational and Administrative Performance Standards as set forth in this Agreement.

6.6 Return to Service

Contractor shall endeavor to return its ambulances to service promptly following the delivery of patients to hospital emergency departments The performance standards for this expectation are set forth in Table 6. EMS Agency shall contact hospitals within the County prior to the Service Commitment date to remind them of their obligations under EMTALA regarding acceptance of patients.

SECTION 7 - LIQUIDATED DAMAGES

7.1 Liquidated Damages Paid to the County

7.1.1 Agreement of the Parties to Establish Liquidated Damages

The Contractor understands and agrees that the failure to comply with any performance standards set forth 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, but liquidated damages are instead capped at the limits of the performance bond, though the Parties expressly agree that no performance bond proceeds can be applied to liquidated damages payable under this Agreement.

7.1.2 Liquidated Damages Intent

a. It is the goal of the EMS Agency that Contractor deliver the EOA 911 Services in a manner that complies with the performance standards set forth in this Agreement. Where these performance standards allow for isolated or infrequent instances of deviations, those are considered to be minor instances of noncompliance with this Agreement's terms.

b. Repetitive and material patterns of failures to perform in accordance with the standards set forth in this Agreement, which go uncorrected after detection, will result in penalties up to a declaration of material breach of this Agreement. For this section, repetitive is defined as 4 occurrences of failure to perform per the standards outlined in this Agreement within any 12-month period. The liquidated damages provided herein are designed to ensure proper functioning of the system 24 hours a day, 7 days a week, 52 weeks per year.

7.2 Additional Damages Provisions

If the EMS Agency determines that a performance deficiency has occurred that is not addressed in the specific requirements set forth herein, 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, the County may avail itself of any remedies set forth in this Agreement. Contractor explicitly agrees that a corrective action plan is not a prerequisite for the imposition of liquidated damages where such are expressly provided under the terms of this Agreement.

7.3 Liquidated Damages Determination and Appeal Process

7.3.1 Initial Determination of Liquidated Damages

a. The EMS Agency contract compliance specialist or other designee of the EMS Director shall make the initial determination of liquidated damages for all non-clinical performance standards.

b. The EMS Agency Medical Director or designee shall make the initial determination of liquidated damages for all clinical performance standards.

c. A reasonable investigation shall be conducted prior to the issuance of any notice of liquidated damages as described in this Agreement.

d. The EMS Agency contract compliance specialist, or other such designees, shall notify the Contractor of any proposed liquidated damages to be assessed during a measurement interval. Such notice shall:

i. Identify the provisions of the Contract upon which the assessment is based.

ii. Specify the dollar amount of liquidated damages being assessed.

7.3.2 Informal Resolution Period

a. After notice of the assessment is provided to the Contractor, the Contractor and the notifying official (EMS Agency contract compliance specialist, or designees) shall have 10 business days to informally discuss and attempt to resolve the assessment.

b. Resolution may include withdrawal of the notice, modification, or a negotiated settlement of the liquidated damages, which shall be documented in writing.

7.3.3 Evidence of Good Cause/Limited Exemptions

a. The Contractor shall be entitled to present evidence of good cause for noncompliance with any performance standards under this Agreement. EMS Agency shall apply a reasonable person standard and shall not unreasonably withhold, condition or deny any request for an exemption.

b. The EMS Agency shall consider such evidence, including but not limited to:

i. Unusual weather conditions

ii. Force Majeure

iii. Supply chain or labor disruptions

iv. Unusual periods of system demand

v. Other disruptions beyond the Contractor's control.

7.3.4 **Appeal Process**

a. If no informal resolution is achieved within the 10-business day period, the Contractor shall have 10 business days from the end of the informal resolution period to appeal the assessment to the EMS Agency Director.

b. The Contractor may present evidence of extenuating circumstances to mitigate the assessment of liquidated damages.

c. The EMS Agency Director may decide the appeal based solely on the written record at their discretion.

7.3.5 **Decision on Appeal**

a. The EMS Agency Director shall issue a written order detailing the decision regarding the assessment.

b. If the assessment or any portion thereof is upheld, liquidated damages shall be due and payable in accordance with Section 7.4 of this Agreement.

7.3.6 **Liquidated Damages Deemed Final**

Liquidated damages shall be deemed final:

a. When the time for filing an appeal has expired without an appeal being filed; or

b. Upon the issuance of the EMS Agency Director's written order following an appeal.

7.4 **Invoicing and Payment for Liquidated Damages**

7.4.1 The EMS Agency shall render its invoice for any liquidated damages to the Contractor promptly after such liquidated damages are deemed final in accordance with the provisions of this Section. The Contractor shall pay the EMS Agency on or before the 30th day after receipt of the invoice. In the event that any disputes regarding liquidated damages remain unresolved within such 30-day period, Contractor shall pay the undisputed portion of the liquidated damages within the 30-day period. Contractor shall pay liquidated damages for any disputed amounts within 30 days of the final decision.

7.4.2 Interest may be assessed, at a rate not to exceed the statutory limit, as determined by the EMS Agency for payments made after thirty (30) days.

7.4.3 Repeated 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.

7.4.4 All liquidated damages paid by Contractor pursuant to this Agreement shall be restricted for use by the EMS Agency.

SECTION 8 - EMS AGENCY OVERSIGHT

8.1 Medical Control

8.1.1 The EMS Agency is responsible for, and 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 and other system components over which the EMS Agency has Medical Control under the California Health and Safety Code).

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, 7 days a week, 52 weeks a year.

8.1.3 The Parties agree that the EMS Agency Medical Director possesses the responsibility and authority to delegate to Contractor's personnel the authority to perform certain medical interventions in accordance with 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 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

The EMS Agency and EMS Medical Director shall develop and may periodically update a Response Prioritization and Configuration Matrix or similar document to establish the dispatch and response criteria for specified reported patient conditions. Contractor shall adhere to such criteria and shall deploy its response assets in the mode and at the level set forth in those criteria.

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 any reasonable efforts to detect and correct performance deficiencies and to continuously improve the performance and

reliability of the entire EMS system. Clinical and operational 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 10.

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 Commencement Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 10 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.

8.5.5 The Contractor shall, through its organization, strive for clinical excellence and achievement of all clinical performance measures set forth in this Agreement.

8.6 Customer Service Outreach and Customer Inquiries

8.6.1 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

8.6.2 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.

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

b. 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 the caller has an emergency to hang up and dial 911 or 988 in case the caller inadvertently called the customer service line looking for emergency service

8.6.3 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 business hours, 90% of the time. Incidents that require follow up to the customer must be resolved by the end of 5 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.

8.6.4 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. 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 EMS Event procedure within the next business day of the initial inquiry or the next business day after resolution.

8.7 **Clinical and Operational Benchmarking**

8.7.1 Contractor shall be required to benchmark Key Performance Indicators (KPI) focused on clinical care and other KPIs as determined by the EMS Agency after meeting and conferring with Contractor regarding same. It is anticipated that the KPIs will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director and EMS Director, in consultation with Contractor.

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 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, with particular focus on tiered response and deployment and the 911 Patient Navigation modalities inherent in the Alameda County EMS system design.

SECTION 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 the EMS Agency with detailed operations, clinical and administrative data in a manner that facilitates such analyses.

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 utilize an electronic patient care record (ePCR) system approved by the EMS Agency for Contractor use, and submit data as 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-transports. The ePCR shall be accurately completed to include all information required in California Code of Regulations, Title 22, Division 9.

9.3.2 Contractor shall supply the necessary hardware to operate the EMS Agency-approved ePCR system, and such hardware must have the capability of mobile data entry in Contractor's ambulances and at the patient's side.

9.4 ePCR Completion Requirements

9.4.1 The EMS Agency approved ePCR shall be completed for all patients and entered within 12 hours of the incident, or by the end of the crew's shift, whichever is later. 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, 911 Patient Navigation modalities, and non-transports. Contractor will provide 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 as defined by EMS Agency Policies and Procedures.

9.4.3 Contractor shall identify files or ePCRs for certain patient conditions as designated by the EMS Agency for monitoring of Clinical Performance Standards as set forth herein. Contractor shall provide data points that the EMS Agency may reasonably request, in the timeframes established by the EMS Agency, including any needed modifications to support EMS system data collection.

9.5 Health Data Exchange

Contractor shall participate in local Health Data Exchange (HDE) or Health Information Exchange (HIE) initiatives with the EMS Agency and receiving facilities to achieve bidirectional information exchange on patients who receive services by Contractor as provided under this Agreement. Contractor shall utilize the HDE system 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. Contractor shall be responsible for satisfying HDE goals as outlined in the Clinical Performance Standards set forth herein.

SECTION 10 - RECORDS AND REQUIRED REPORTS

10.1 Records

10.1.1 Contractor shall complete, maintain and provide to the EMS Agency adequate electronic and, when necessary, 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 EMS Agency Policies and Procedures within 90 days following notification by EMS Agency, unless the EMS Agency requires updates in a shorter timeframe due to clinical or operational necessity and it is reasonable for Contractor to update within that shorter timeframe.

10.2.3 Contractor shall respond to inquiries made by LEMSA staff within 72 hours of request. This may include but is not limited to information requests or investigatory requests due to submitted EMS Events. It is understood that all information requested may not be available within 72 hours, however, at a minimum, an initial acknowledgement shall be made and all requested information shall be provided as soon as available.

10.2 Monthly Reporting Requirement

10.2.1 Contractor shall provide, within 15 days after the first day of each calendar month, final reports as required by the EMS Agency for the preceding month for purposes of assessing Contractor's performance in accordance with the performance standards set forth in this Agreement.

10.2.2 In the event the EMS Agency can obtain any of the required data from Contractor via real-time access to Contractor patient care or performance data, it shall so notify Contractor in writing and Contractor shall not be required thereafter to submit monthly reports for such data.

10.3 Required Reports

10.3.1 Contractor Obligations

Contractor shall document and report to the EMS Director as required in the forms or formats that are specified. 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, as set forth herein.

10.3.2 **Financial Statements** (due within 60 days of the end of the preceding month for the Contractor's Alameda County operation)

a. Monthly Income Statement (from Gross Revenues).

b. Monthly operating costs

c. Monthly Balance Sheet

d. Monthly Cash Flow Statement

e. Monthly Accounts Received by Pay Source Report, with aging

f. Post-Employment Benefits Costs, if any

g. 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 part of a nationally recognized accounting firm.

10.3.3 **Clinical**

Contractor shall cooperate with the EMS Agency in ensuring that the EMS Agency and EMS Agency Medical Director have prompt access to all necessary data, documentation and reports to assess Contractor performance with all Sentinel Events, Percentage Clinical Performance Standards, and Population-Specific Clinical Performance Standards set forth herein.

10.3.4 **Deployment and Operational**

Contractor shall cooperate with the EMS Agency in ensuring that the EMS Agency and EMS Agency Medical Director have prompt access to all necessary data, documentation and reports to assess Contractor performance with all Patient Experience of Care and Operational and Administrative Performance Standards set forth herein.

10.3.5 **Personnel**

a. Contractor shall provide the EMS Agency with a list of all Alameda County EMTs and Paramedics currently employed by Contractor as of the date of this Agreement, and monthly thereafter and shall update that list whenever there are changes throughout the year.

b. The EMS Agency 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.

c. 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

d. EMS agency will safeguard the personal information of all individuals on the personnel list and comply with any and all requirements of law relating to the personal information of those employees.

10.3.6 **Community Report**

Contractor shall provide an annual community report to include:

a. Number of conducted community education events

b. Public relations activities

c. Employee recognition

10.3.7 **Other Reports**

Contractor shall promptly provide the EMS Agency with such other reports and records as may be reasonably required by the EMS Director or Medical Director. These records may specifically include copies of any memos, messages 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. The Contractor may designate any such records as privileged or confidential, and the County shall use its best efforts to honor such designations as permitted by law.

SECTION 11 – WORKFORCE WELLNESS AND STANDARDS

11.1 Workforce Safety, Wellness and Wellbeing

11.1.1 Comprehensive Employee Wellness Program

a. Contractor shall establish and maintain a comprehensive wellness program for all members of its Workforce.

b. Contractor's wellness program shall be subject to the periodic review of the EMS Agency. Contractor shall make all reasonable modifications to its program as requested by the EMS Agency.

c. Contractor's wellness program shall, at a minimum, include:

i. Counseling services provided by licensed professionals with specific expertise and experience assisting EMS professionals;

ii. Mental/psychological wellness services and resources, including peer counselors and experienced facilitators of Critical Incident Stress Management debriefing for EMS Clinicians;

iii. Stress management and suicide prevention resources;

iv. Diet, nutrition and exercise counseling and advice.

11.1.2 Workforce Safety

a. **Health and Safety Programs**

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

i. Pre-screening of potential employees (including drug testing);

ii. Lifting technique training;

iii. Hazard reduction training;

iv. Training in infection control, specifically to include needle sticks, employee injuries, hearing protection/conservation, immunizations, exposures and other safety/risk management issues;

v. Involvement of Workforce members in planning and executing its safety program;

vi. Training on medical device reportable events, recall, equipment failure, accidents and related issues.

b. **Safety and Risk Mitigation Process**

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

i. Gathering data on incidents that occur among the Contractor's Workforce involving Workforce health or safety;

ii. Analyzing the data to find causative factors and determine preventive measures;

iii. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;

iv. Gathering health and safety information as required by law;

v. Implementing training and corrective action on health and safety related incidents, as required by law;

vi. Providing initial and on-going training on safe practices and interventions;

vii. Providing safe equipment and vehicles such as drivecam;

viii. Providing a safe physical workplace at Contractor's headquarters and stations at which Workforce members perform assigned duties.

c. **Personal Protective Equipment**

i. 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.

ii. The Contractor shall select PPE in conjunction with EMS Clinicians in its Workforce to ensure it complies with current workflow and will be adapted in the care process.

iii. All EMS Clinicians in Contractor's Workforce 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.

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

(1) head protection (i.e. helmet);

(2) eye protection (i.e. helmet face shield or goggles);

(3) ear and hearing protection*;*

(4) skin protection (i.e. high visibility, reflective, and blood borne pathogen barrier jacket and gloves designed for EMS use);

(5) respiratory protection (i.e. face masks and N95 masks).

d. **OSHA and Other Regulatory Requirements**

i. Contractor shall meet or exceed all applicable OSHA and Cal-OSHA regulations, standards and requirements.

ii. If any regulatory requirements change for occupational safety and health, including but not limited to, infection control, bloodborne pathogens, hearing protection, and TB during the term of this Agreement, the Contractor shall adopt procedures that meet or exceed all requirements.

iii. Contractor shall make available at no cost to the EMS clinician members of its Workforce health screening and all currently recommended immunizations.

11.1.3 **Comfort Stations**

a. The Contractor shall provide three (3) "comfort stations" located at Contractor's deployment centers and that are accessible to on-duty field-based personnel 24/7 via Contractor's posting plan. At a minimum, these facilities shall:

i. be climate controlled (air conditioning and heat);

ii. have adequate and comfortable seating to accommodate a complete on-duty crew;

iii. have at least one operable toilet, sink, and microwave as well as a desk and chair;

iv. have data capability to enable patient care charting; and

v. have adequate accommodations to meet the needs of nursing mothers, satisfying all standards for such space in accordance with applicable law.

b. Any subsequent changes to these locations or numbers, will be subject to approval of the EMS Director.

11.2 **Workforce Shifts and Schedules**

11.2.1 **Prevention of EMS Clinician Fatigue**

Contractor shall employ reasonable work schedules and conditions. EMS clinician 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.

11.2.2 **Shift Length and Holdover**

a. EMTs, paramedics, EMS Supervisors, Operations Supervisors, and Dispatch/System Status Supervisors shall not be scheduled to work shifts longer than 12 hours.

b. The absolute length of any mandated or "holdover" work assignment shall not exceed 14 hours, except during a locally proclaimed state of emergency or local health 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.

c. EMTs, paramedics, EMS Supervisors, Operations Supervisors, and Dispatch/System Status Supervisors shall have a minimum of 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). This also includes personnel who have been on duty for an outside employer less than 8 hours prior to the start of their shift with Contractor, to the extent known by Contractor.

11.2.3 **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 in the event of a disaster or unforeseen and sustained demand surges above the normal peak demand contained in Contractor's most current deployment plan.

11.3 **Personnel Licensure and Certification**

11.3.1 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.

11.3.2 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.

11.3.3 Contractor shall retain on file at all times copies of the current and valid EMT Certification and Paramedic License and Accreditation documentation of all EMS Clinicians performing services under this Agreement. If during the term of this Agreement the LEMSA institutes an electronic certification, licensing, or accreditation tracking platform(s), the Contractor shall ensure that their EMS Clinician information is entered and maintained within that platform(s), and the EMS Agency will make every effort to automate this process to the extent feasible.

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

11.4 EMS Clinician Uniforms

11.4.1 All EMS Clinicians in Contractor's Workforce shall wear uniforms that clearly establish them to patients, the public, and other members of the healthcare system as healthcare clinicians. Uniforms shall not include badges or in any manner be confusingly similar to law enforcement uniforms.

11.4.2 EMS Clinicians in Contractor's workforce shall not wear traditional BDU-type uniforms while providing any 911 EOA Services, unless actively participating in a tactical EMS operation as part of a formal tactical EMS team, or in disaster deployments/operations, or as otherwise approved by the EMS Agency Director.

11.4.3 Uniform designs for EMS Clinicians in Contractor's Workforce shall be subject to the approval of the EMS Agency Director.

11.5 Background and Criminal History Checks and Drug Testing

11.5.1 Background/Criminal History Checks

Contractor shall conduct a background and criminal record check on all members of its Workforce 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 in accordance with the List of Excluded Individuals and Entities maintained by the Office of Inspector General, U.S. Department of Health and Human Services;

b. Felony or misdemeanor convictions related to driving under the influence;

c. Drug related offenses;

d. Sexual offenses including rape or sexual assault;

e. Offenses pertaining to child abuse, elder abuse or spousal abuse;

f. Offenses specified in California Health and Safety Code, Section 1798.200 and section 100108.06 of Title 22, Division 9, Chapter 4.1 of the California Code of Regulations;

g. Felony convictions, moral turpitude, chronic or habitual use of alcohol, drugs, probation status, sanctions for unsafe driving, and other offenses and conditions specified in California Vehicle Code, Section 13372.

11.5.2 Drug Tests

a. For its Alameda County operation, Contractor shall perform pre-employment drug tests of all EMTs, paramedics, EMS Supervisors, Operations Supervisors, Dispatch/System Status Supervisors, middle

managers and executives .Contractor shall include this provision in any subcontracts for service under this Agreement.

b. Contractor shall require drug tests following any vehicle crash, incident or accident involving a Workforce member operating an ambulance while engaged in operations on behalf of Contractor, where such crash, incident or accident results in death or serious injury to any person.

c. Contractor shall be solely responsible for complying with all applicable local, State and Federal laws regarding the administration of drug tests to its Workforce.

11.6 Treatment of Incumbent Work Force

Contractor shall offer employment in substantially similar positions to all EMS Clinicians, to include Operations and EMS supervisor staff, employed by the incumbent ambulance provider, provided such personnel are qualified, insurable, meet Contractor's internal requirements, and pass drug testing and criminal background checks. This provision shall become invalid 6 months after an initial offer of employment to the incumbent workforce is made.

11.7 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 EMS Clinicians.

11.7.1 Continuing Education Program Requirements

a. 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 3.5, to:

   i. conduct continuing education courses, classes, activities or experiences; and

   ii. issue earned continuing education hours to EMS Clinicians for the purposes of maintaining certification/licensure or re-establishing lapsed certification or licensure.

b. 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.

c. 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.

d. 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.

e. Contractor is strongly encouraged to work with, coordinate, and make available continuing education programs to all EMS system participants.

11.7.2 **Paramedic Training Requirements**

a. **Advanced Cardiac Life Support (ACLS) Certification**

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.

b. **EKG Training**

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 STEMI receiving center.

c. **Trauma Training**

i. 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.

ii. 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.

iii. All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within 3 months of hire by Contractor.

d. **Pediatric Education**

i. 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

(3) 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.

ii. 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.

iii. All paramedics shall be required by Contractor to obtain certification in PEPP/PALS or have completed a comparable program within 6 months of hire by Contractor.

11.7.3 **EMT Training Requirements**

EMTs providing services for Contractor 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 3 months of hire by Contractor. Incumbent EMTs shall receive this training within 3 months of the Service Commencement Date.

11.7.4 **Workforce Orientation**

Contractor shall properly orient all EMS Clinicians before assigning them to respond to calls for services. 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;

c. ambulance and equipment utilization and maintenance;

d. continual orientation to customer service expectations;

e. performance improvement; and

f. the billing and reimbursement process, including compliance standards and the relationship of proper patient care documentation to these processes.

11.7.5 **EMS Agency Orientation**

a. Contractor shall ensure that all EMS Clinicians, not previously employed in Alameda County, attend an orientation facilitated by Alameda County EMS in order to become accredited by Alameda County EMS.

b. With the approval of the EMS Medical Director, Paramedics may begin working prior to attending EMS Agency orientation; however, the individual may only perform the State paramedic basic scope of practice.

11.7.6 **Incident Management Training**

a. Contractor shall train all EMS Clinicians, 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 standards.

b. EMS Clinicians shall complete ICS-100, ICS-200, IS-700, IS-800 and SEMS.

c. Supervisory field personnel shall complete ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS.

d. Management personnel and personnel who may be assigned to a Department or Operational Area Emergency Operations Center shall complete ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS.

11.7.7 **Additional Training**

Contractor shall provide training, including any EMS Agency-required content, to appropriate members of its Workforce, in the following:

a. Multi-casualty incident management;

b. Homeland security, i.e., training programs available within Alameda County related to terrorist events, weapons of mass destruction and other Homeland Security issues;

c. Behavioral patient management; 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. Emphasis shall be on techniques for establishing a climate conducive to effective field management, and for preventing the escalation of potentially volatile situations.;

d. Emergency vehicle operator training (including initial and ongoing refresher training);

e. Active shooter;

f. Infection control.

g. TEMS training, but only for designated clinical and supervisory staff.

11.7.8 **Training Documentation Retention**

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, as well as evidence of completion of all training, education and continuing education required under this Agreement.

11.8 **Workforce Compensation**

Unless expressly approved otherwise by the EMS Agency, under the National Labor Relations Act, Contractor shall compensate its Workforce at rates that are not less than those set forth in Contractor's economic pro forma submitted with its proposal in response to the RFP, unless otherwise required by law.

SECTION 12 - COMMITMENT TO EMS SYSTEM AND COMMUNITY

12.1 First Responder Agency Collaboration

12.1.1 Contractor shall collaborate and communicate with the First Responder Agencies within their respective service areas.

12.1.2 Contractor will collaborate in providing First Responder Agency personnel with ride along time on ambulances to fulfill training and internship requirements in accordance with Contractor's policies and guidelines.

12.1.3 Contractor shall designate a single individual as its contact person/liaison for First Responder Agencies.

12.2 FRALS Agency Agreements

12.2.1 Subject to approval of the EMS Agency, Contractor shall enter into independent agreements with EMS Agency-approved First Responder ALS (FRALS) agencies for services provided.

12.2.2 Contractor's FRALS agreements shall include a process to resupply FRALS Agencies on a 1:1 basis for disposable supplies and medications (to the extent permitted by law) used by the FRALS agency for patients subsequently transported by Contractor. Such resupply program will comply with the OIG Safe Harbor regulations set forth at 42 C.F.R. §1001.952(v) to the extent practicable.

12.2.3 Compensation paid by Contractor to FRALS agencies shall in all respects be compliant with all State and Federal laws and regulations and shall be based on amounts that do not exceed the costs of the FRALS agency in furnishing the services for which compensation is paid.

12.2.4 All agreements between Contractor and FRALS agencies shall utilize a template provided by the EMS Agency, or otherwise be approved by the EMS Agency prior to becoming effective.

12.3 Support of Local EMS Training Activities

12.3.1 The EMS Agency expects the Contractor to collaborate and work with EMS system stakeholders, including EMS clinicians, physicians, nurses and other caregivers, in improving service, clinical care, and system performance.

12.3.2 Contractor shall:

a. Offer educational opportunities for EMT students to participate in ride-alongs and field internships on Contractor's ambulances, subject to Contractor's policies and guidelines;

b. Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Alameda County. Students from training programs within Alameda County shall be given priority over out-of-county training programs.

c. Offer job interviews to qualified graduates of the EMS Agency's EMS Corps program, and consider qualified graduates of the EMS Corps program for any open positions whenever possible, subject to Contractor's hiring policies and guidelines.

12.4 **Participation in EMS System Development**

Contactor shall actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning and other EMS system improvement activities upon request of the EMS Agency.

12.5 **Healthcare Access Manager**

Contractor shall employ a Healthcare Access Manager responsible for improving healthcare access for the EMS patients in Alameda County. Among other responsibilities, the Healthcare Access Manager will lead initiatives to improve community awareness and utilization of healthcare services, focusing on reducing low-acuity 911 calls and promoting the use of the 911 Patient Navigation services under this Agreement to direct patients to appropriate care, reducing unnecessary emergency room visits and 911 calls. The Healthcare Access Manager will continuously monitor and evaluate these services, implementing improvements to ensure equitable outcomes. Additionally, the Healthcare Access Manager will engage with Contractor's EMS staff to provide training on healthcare access pathways and develop educational programs to enhance understanding of the healthcare system. The Healthcare Access Manager will also lead Quality Improvement (QI) initiatives related to low-acuity and healthcare access programs, developing metrics to assess the impact on community health outcomes and EMS system burden.

12.6 **Community Education**

12.6.1 Contractor shall conduct community awareness activities designed to educate the public regarding appropriate utilization and non-utilization of the EMS system via 911 and 988.

12.6.2 Contractor shall measure and periodically report to the EMS Agency the effectiveness of these efforts in terms of overall 911 EMS utilization trends and metrics.

12.6.3 Contractor shall work with the EMS Agency to develop, implement and monitor objective, measurable benchmarks and progress toward reduction of unnecessary 911 EMS utilization, while also ensuring that the system is not discouraging appropriate 911 EMS utilization.

12.6.4 Contractor shall annually plan and implement a definitive community education program, which shall include: identification of and presentations of a minimum of 5 annual events, as described in Contractor's proposal, 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 other topics.

12.7 **EMS Workforce**

Contractor shall collaborate with Alameda County EMS to develop and facilitate EMT training programs, internships and related opportunities for Alameda County residents from Specific Populations.

SECTION 13 - BREACH, REMEDIES AND EMERGENCY TAKEOVER

13.1 Conditions of Material Breach

Notwithstanding any other provisions of this Agreement, conditions and circumstances that may, at the County's sole option upon advice of the EMS Director, constitute a material breach by Contractor shall include the following, whether actual or imminently threatened:

13.1.1 Failure of Contractor to provide EOA 911 Services 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 willful or repeated breaches shall constitute a material breach;

13.1.2 Falsification or purposeful omission 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;

13.1.3 Falsification, purposeful omission or intentional misrepresentation of any information, data or documentation in Contractor's RFP proposal, or in any information, data or documentation provided by Contractor as part of the RFP process.

13.1.4 Willful failure by Contractor to maintain vehicles or equipment in accordance with AMR's maintenance practices, a copy of which shall be provided to the EMS Agency prior to the Service Commencement Date, and as updated by Contractor. ;

13.1.5 Deliberate and unauthorized scaling down of operations within the Contractor's reasonable control and to the detriment of performance by Contractor, without EMS Agency approval, during a "lame duck" period;

13.1.6 Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts or accept employment with another contractor during a subsequent procurement cycle;

13.1.7 Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;

13.1.8 Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;

13.1.9 Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;

13.1.10 Repeated and material failure of Contractor to meet Performance Standards set forth in this Agreement. For purposes of this section, repeated is defined as 4

occurrences of failure to perform per the standards outlined in this Agreement within any 12-month period;

13.1.11 Repeated failure of Contractor to pay liquidated damages to the EMS Agency on or before the 30th day after receipt of the invoice;

13.1.12 Failure to continuously employ Key Personnel or suitable replacement(s) within a timeframe reasonably determined by the EMS Director and 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;

13.1.13 Failure of Contractor to provide and maintain required insurance or performance security bond;

13.1.14 Repeated failure to provide data, information and/or reports generated in the course of operations, as set forth in this Agreement;

13.1.15 Any failure of performance, clinical or other, which is reasonably determined by the EMS Director and confirmed by the EMS Medical Director to constitute an endangerment to public health and safety at large;

13.1.16 Failure of Contractor to comply with the vehicle lease provisions, if applicable.

13.1.17 Reasonable determination by the EMS Agency that the Contractor does not have sufficient financial capacity, financial stability or financial reserves, including a declaration of bankruptcy of Contractor or its parent company or is otherwise unable to financially sustain its Alameda County operations;

13.1.18 A labor dispute which prevents Contractor's full performance hereunder;

13.1.19 Willful or repeated non-compliance with any applicable local, State or Federal law, regulation or requirement applicable to Contractor's business, operations, employment practices, workplace, billing and reimbursement practices, collections, and all other facets related to its provision of services hereunder.

13.1.20 Assignment or subcontracting of any of Contractor's duties, responsibilities or obligations for the delivery of services under this Agreement without the express, prior approval of the EMS Agency.

13.1.21 Contractor becomes subject to any suit, action, judgment, or settlement that may materially impair Contractor's ability to provide services in accordance with the provisions of the Agreement.

13.2 **Continuous Service Delivery**

13.2.1 Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the EMS Agency to cure said material breach in accordance with Section 13.3.2. During this time the Contractor will 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.

13.2.2 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.

13.2.3 Given the importance of the services provided by Contractor hereunder to public health and safety, subject to Contractor's legal rights, Contractor agrees that the County may seek appropriate injunctive relief, including mandatory injunction(s), against it when necessary in the judgment of the EMS Agency to ensure performance under this Agreement.

13.3 **Notice of Material Breach and Opportunity to Cure**

13.3.1 **Notice**

In the event the EMS Agency determines that there has been a material breach by Contractor as set forth in this Agreement, County shall give Contractor written notice, via electronic mail to Contractor's designated Contract Administrator per Section 4 hereof, setting forth with reasonable specificity the nature of the material breach. Any such notice sent via electronic mail shall also be sent to Contractor via overnight or certified mail, return receipt requested to the following address:

Global Medical Response
Attn: Legal Department
4400 State Hwy 121, suite 700
Lewisville, Texas 75056

13.3.2 **Opportunity to Cure**

a. Within 10 business days of receipt of such material breach notice, Contractor shall deliver to EMS Agency, in writing, a plan of action to cure such 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 45 days of delivery of such notice or other such time as is reasonable under the circumstances.

c. If, within the EMS Agency's sole reasonable determination, Contractor's plan for cure insufficient, or the 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, the EMS Agency may invoke any of the remedies available to the County, as set forth herein, for material breach.

13.4 County's Remedies

In addition to the remedies set forth herein, the County shall have all rights and remedies available at law and in equity for breach of this Agreement by Contractor. All of the County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

13.4.1 Termination for Material Breach

a. If conditions or circumstances constituting a material breach exist and have not been cured by Contractor in the allotted time, the County may terminate this Agreement.

b. In the event of termination by the County for material breach, the County shall provide written notice to the Contractor, via the Contractor's designated Contract Administrator, of the County's intent to terminate the Agreement. Such notice shall specify the condition(s) of material breach, the lack of cure by Contractor, and the effective date of such termination.

13.4.2 Emergency Takeover

a. At its option, the County may, instead of or in addition to other remedies available to it, by action of the Board of Supervisors invoke an Emergency Takeover of Contractor's operations in the event of a material breach that, in the sole determination of the County, endangers or has the potential to endanger the public health and safety. Such Emergency Takeover shall remain in effect only for such time as is reasonably necessary to maintain EMS system operations, in the County's sole judgment, not to exceed 365 days.

b. After the County invokes an Emergency Takeover, the Contractor shall cooperate completely and immediately with the EMS Agency to affect the prompt and orderly transfer of all assets, resources and responsibilities to EMS Agency. Such transfer shall occur within 72 hours of the County's invocation of its Emergency Takeover authority.

c. In the event of an Emergency Takeover, for the first 180 days, 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. For the first 180 days, the County may also lease Contractor's headquarters, facilities, stations, comfort stations and other real property for one dollar ($1.00) per month per property or parcel. County shall have full use of vehicles, equipment and property. In the event the Emergency Takeover exceeds 180 days, the parties shall meet and confer and negotiate a new lease amount at fair market value. In the event the Parties are unable to come to an agreement as to the fair market value, the parties shall appoint an independent third-party appraiser to conduct such valuation. The County shall maintain all insurance

regarding all vehicles, real property and equipment in full force and effect during any such period of Emergency Takeover.

d. The County may, at County's sole option, engage a contractor or subcontractor 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.

e. Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, Contractor, upon mutual agreement, may sell the vehicles to the County at a mutually agreeable price.

f. Contractor shall lease the ambulances and real property to the EMS Agency in mitigation of any damages to County resulting from Contractor's material breach.

g. The EMS Agency shall have immediate access to Contractor's performance Bond and/or letter of credit to allow continuous delivery of services during the takeover period. Prior to exercising the performance bond, there must be a (i) material breach, (ii) failure to timely cure material breach, and (iii) notice of termination of the Agreement with cause given to Contractor by the County.

h. As of the date an Emergency Takeover becomes effective, and lasting for the duration of any such Emergency Takeover, services provided in Contractor's Alameda County ambulances shall be deemed to be performed by the EMS Agency as the provider of services, with the EMS Agency having the sole right to bill and receive payment for such services during the Emergency Takeover period. Contractor shall not submit bills for any services to any patient, insurer or third-party payer during such emergency Takeover period.

i. All costs incurred by the County that result from, or are necessitated by, directly or indirectly, its invocation of an Emergency Takeover shall be included in any calculation or determination of monetary damages to which the County may be entitled at law or in equity.

j. 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, including, without limitation, for personnel salaries and benefits, building and vehicle lease payments, insurance premiums, operating costs, maintenance and other necessary costs of providing services hereunder.

k. The EMS Agency shall have the right to authorize the use of Contractor's vehicles, equipment and real property by another company or entity. Should County require a substitute contractor to obtain insurance on

equipment, vehicles or real property, 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.

L. Contractor shall inform and provide a copy of Emergency Takeover provisions contained herein to lien holder(s) on any of Contractor's vehicles used for the provision of services under this Agreement within 5 days of Emergency Takeover.

13.4.3 **Additional Provisions Regarding Effect of Emergency Takeover**

a. 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, an Emergency Takeover by the County, if invoked.

b. 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 the Parties agree that an Emergency Takeover may, when invoked pursuant to this Agreement, proceed prior to the filing or adjudication of any legal dispute between the Parties pertaining to the findings of a material breach or the County's decision to invoke the Emergency Takeover provisions hereof.

c. Contractor's cooperation with and full support of such emergency takeover shall not be construed as acceptance by Contractor of the findings of 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 reasonably cooperate 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.

13.4.4 **Damages**

The County shall have the right to pursue Contractor for any and all damages for breach or material breach, and damages related to its Emergency takeover as set forth herein.

13.4.5 **Non-Waiver**

All remedies set forth herein, or other remedies as may be available to the County at law or in equity, may be invoked by the County separately, in combination or collectively, at the sole option of the County. Failure by the County to seek or invoke a specific remedy when able does not constitute a waiver of the County's right to invoke such remedy at a later time.

13.5 **Termination by Mutual Agreement**

This Agreement may be canceled immediately by written mutual agreement of the Parties. Such mutual agreement shall be signed by authorized representatives of the Parties and shall specify the effective date of such termination.

13.6 **"Lame Duck" Provisions**

13.6.1 **Lame Duck Period**

On such date as the County may enter into a contract for EOA 911 Services with a new contractor to furnish such services following the expiration of this Agreement, and continuing until the date such new contractor initiates service, this shall be known as the "Lame Duck Period."

13.6.2 **Contractor Responsibilities During Lame Duck Period**

To ensure continued performance fully consistent with the requirements in this Agreement through any such Lame Duck Period, the Contractor shall:

a. Endeavor to continue all operations and support services at the same level of effort and performance as were in effect prior to the Lame Duck Period, including but not limited to compliance with provisions of this Agreement related to qualifications of Key Personnel and satisfaction of all performance standards set forth herein.

b. Not inflate costs with the improper intent that a new Contractor would be required to assume.

c. Endeavor to 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 Lame Duck Period.

d. 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.

13.6.3 **System Modifications During Lame Duck Period**

During the Lame Duck Period as described herein, the EMS Agency shall make no modifications to the EMS system design, deployment requirements, performance standards or other Contractor obligations that would require new or additional capital investment by Contractor to be undertaken during the Lame Duck Period, except for the maintenance, repair, or replacement of damaged vehicles as required by Section 5.1.2, or except as provided by Section 5.5.9. This provision shall not relieve Contractor of its obligations to perform in accordance with all applicable standards and requirements during the term of this

Agreement, and nothing herein shall limit the EMS Agency's rights and obligations regarding Medical Control.

13.6.4 **Treatment of Employees During Lame Duck Period**

a. Should there be a change in provider following a Lame Duck Period, Contractor shall not during the Lame Duck Period penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with the new provider, and shall allow without penalty its employees to sign contingent employment agreements with the new provider at employees' discretion.

b. Contractor acknowledges and agrees that supervisory personnel, EMTs, and paramedics working in the EMS system have a reasonable expectation of long-term employment in the Alameda County EMS system, even though contractors may change.

c. Notwithstanding the foregoing, Contractor has a reasonable expectation of privacy in its trade secrets and proprietary information, and may, consistent with law, prohibit its employees from assisting competing entities in preparing proposals or otherwise revealing confidential information regarding Contractor or its business practices or operations.

13.6.5 **Reasonable Transition**

If another contractor is selected to provide service, Contractor may, with the approval of the EMS Agency, reasonably begin to prepare for transition of service to the new contractor. The EMS Agency shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, and take other such reasonable steps, as long as such transition activity does not impair Contractor's performance during the Lame Duck Period.

SECTION 14 – LEGAL AND REGULATORY COMPLIANCE

14.1 General Legal Compliance

Contractor shall comply with all applicable local, State and Federal laws, regulations and requirements that now exist or may become effective during the Term of this Agreement pertaining to its business, operations, employment practices, workplace, billing and reimbursement practices, collections and all other facets related to its provision of services hereunder.

14.2 Government Healthcare Program Compliance

14.2.1 Compliance Obligations

Contractor shall comply with all applicable laws, rules and regulations regarding coding, billing, claim submission and reimbursement practices related to the billing of government healthcare programs, including but not limited to Medicare and Medi-Cal (including both fee-for-service as well as Medicare and Medi-Cal managed care programs) and other government healthcare programs.

14.2.2 Compliance Program

Contractor shall implement and during the Term of this Agreement maintain a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing, overpayment identification and refunds, and collection/credit reporting processes. Contractor's Compliance Program shall substantially comply with applicable guidance from the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers and General Compliance Program Guidance as published on the OIG's website. Contractor shall make appropriate changes to its billing or compliance program activities based on the findings and results of the independent claims reviews set forth in Section 3.4.4 of this Agreement to comply with all applicable law.

14.3 Balance Billing

14.3.1 Contractor shall comply with all applicable State and Federal laws and regulations that now exist or may become effective during the Term of this Agreement regarding "balance billing" or "surprise billing" for services provided.

14.3.2 The Rates set forth in the Contractor Schedule of Patient Charges, attached as Exhibit B, shall constitute "established or approved" rates for purposes of California Assembly Bill No. 716 (AB716), as approved by the Governor October 8, 2023 and codified at California Health and Safety Code, §1371.56(d)(1)(A) and California Insurance Code, §10126.66(d)(1)(A).

14.4 **Privacy and Security of Patient Information**

14.4.1 Contractor shall implement policies, procedures and practices to protect and safeguard the privacy, security and confidentiality of patient information related to the provision of services under this Agreement.

14.4.2 Contractor is required to implement a comprehensive program to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations thereunder. Such HIPAA compliance program shall include, but not necessarily be limited to, Contractor's compliance with Federal regulations including the Privacy Rule, Security Rule, Transaction and Code Set Rule and Breach Notification Rule.

14.4.3 Any violations of HIPAA rules and regulations, including but not limited to data breaches or critical IT incidents compromising the security or confidentiality of patient information, or investigations of incidents which could reasonably lead to such a violation, will be reported immediately to the EMS Agency along with Contractor's plan of action to mitigate the effect of such incidents.

14.5 **Required Reporting**

Contractor shall make all reports required by law, specifically including but not limited to reports of child abuse and neglect, elder and dependent adult abuse, and domestic violence or abuse (including intimate partner violence or abuse to the extent authorized or permitted by law).

14.6 **Notice of Legal Actions or Investigations**

Contractor shall, within 5 days of Contractor learning of same, notify the EMS Agency of any lawsuits, actions or governmental investigations, whether civil, criminal or administrative, that could potentially materially affect Contractor's provision of services under this Agreement, or that could compromise or in any way materially impair Contractor's financial capacity to provide services. This shall, without reservation, include any lawsuits, actions or government investigations brought against Contractor or any Contractor parent, subsidiary, affiliate or entity under common ownership or control.

SECTION 15 - GENERAL PROVISIONS

15.1 Subcontracting

15.1.1 Contractor may furnish any of the required direct patient care or clinically related services under this Agreement through a subcontractor only when approved in writing by the EMS Agency prior to the execution of any such subcontract.

15.1.2 Contractor shall provide a copy of all subcontracts regarding direct patient care or clinically related services, including any amendments and/or notices pursuant to such subcontracts, to the EMS Agency within 5 days of execution of the subcontract or receipt of such notices.

15.1.3 Any subcontracts to which Contractor is a party for the provision support of any services hereunder shall be consistent with all terms and conditions of this Agreement.

15.2 Assignment

Except as expressly stated herein, Contractor shall not assign or subcontract any portion of the Agreement for services to be rendered without first obtaining written consent 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.

15.3 Permits and Licenses

15.3.1 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.

15.3.2 Contractor shall make all necessary payments for licenses and permits for the services and for issuances of State permits for all ambulances and other vehicles used for the performance of services under this Agreement.

15.3.3 It shall entirely be 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 under this Agreement.

15.3.4 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.

15.4 Compliance with Laws and Regulations

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.

15.5 **Retention of Records**

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than 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.

15.6 **Product Endorsement/Advertising**

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.

15.7 **Observation and Inspections**

15.7.1 EMS Agency representatives may, at any time, and without notification, directly observe Contractor's operations at the Contractor's dispatch center and/or at an EMS Agency-approved EMD center participating in system status management and/or dispatch of Contractor's resources, the maintenance facility, or any station, substation or ambulance post location. An EMS Agency representative may ride along on any of Contractor's ambulance units or supervisor vehicles 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 and does so in accordance with applicable law.

15.7.2 At any time during normal business hours and as often and as may be reasonably deemed necessary by the EMS Agency, EMS Agency representatives may observe Contractor's office operations, and Contractor shall make available to representatives for their examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. EMS Agency 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 that are strictly necessary for EMS Agency to fulfill its oversight role. Such records obtained by the EMS Agency for this purpose shall be considered confidential and shall be exempt from public disclosure to the extent permitted by law.

15.8 **Omnibus Provision**

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.

15.9 **Rights and Remedies Not Waived**

Contractor covenants that the provision of services to be performed by Contractor under this Agreement 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.

15.10 **Consent to Jurisdiction**

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.

15.11 **Initial Contract Evaluation and Assessment**

The provisions of the RFP, Section II(H), Contract Evaluation and Assessment, are expressly incorporated herein by reference as if fully set forth herein.

15.12 **End-Term Provisions**

Contractor shall have 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.

15.13 **Cost of Enforcement**

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 90 days after receiving notice by the prevailing party following a final, non-appealable judgment.

15.14 **Early Commencement of Service for County Takeover of Predecessor Contractor**

15.14.1 The provisions of this Section apply in the event the County determines that the incumbent contractor furnishing 911 ambulance services to the County immediately prior to this Agreement, i.e., Falck Northern California (the Predecessor Contractor), is in material breach of its agreement with the County, dated October 1, 2018 (the Predecessor Agreement), and if the County invokes the takeover provisions of the Predecessor Agreement during the Predecessor Contractor's lame duck period.

15.14.2 Upon mutual agreement of the Parties, Contractor will commence performance of those services which Predecessor Contractor is obligated to furnish under the Predecessor Agreement as of the date agreed to by County and Contractor in writing. The Parties shall mutually agree to all provisions related to Contractor's service commitments during Predecessor Contractor's lame duck period, including, but not limited to performance standards, if any.

15.15 **References to Statutes or Regulations**

Any references in this Agreement to any statute or regulation shall be deemed to include any amended, restated, rechaptered, renumbered, recodified or other such successor version of any such regulation or statute referenced herein.

15.16 **EMS System Changes Resulting in Material Economic Impact**

15.16.1 Contractor recognizes the EMS Agency's regulatory oversight and authority over the emergency medical services system. Contractor recognizes that the EMS Agency may need to direct changes to the system to improve delivery or advance the system as provided in this Agreement. This section describes the process when the EMS Agency requests or initiates a change to performance, equipment, technology, vehicles, research, practices, protocols or other requirements established at the inception of the Agreement where such change has a material economic impact on Contractor's services under this Agreement. For purposes of this Agreement, a material economic impact shall not include ordinary, customary or routine dispatch, clinical or operational standards that are prevalent or common in high-volume EMS systems. If, at any time during the term of the Agreement, the EMS Agency mandates a significant change that will result in a material economic impact, then the procedures set forth in the following subsections apply.

a. In the event the EMS Agency directs changes regarding dispatch policies, response classifications, response time reductions or similar changes that would materially impact Contractor's deployment plan, the provisions of Section 5.5.9 apply. Contractor may also request Discretionary Adjustments to its approved Schedule of Patient Charges pursuant to Section 3.3.2 as a result of changes made pursuant to this subsection.

b. In the event the EMS Agency directs changes to clinical protocols, patient care requirements or similar areas that fall within the EMS Agency's Medical Control, other than those subject to subsection 15.17.1 (a) above, Contractor and the EMS Agency shall meet and confer prior to the implementation of such changes. Contractor may also request Discretionary Adjustments to its approved Schedule of Patient Charges pursuant to Section 3.3.2 as a result of changes made pursuant to this subsection.

c. For other changes directed by the EMS Agency that are not covered by subsections 15.17.1 (a) and (b) above, Contractor and the EMS Agency shall meet and confer prior to the implementation of such changes. Contractor may also request Discretionary Adjustments to its approved Schedule of Patient Charges pursuant to Section 3.3.2 as a result of changes made pursuant to this subsection.

SECTION 16 - GENERAL TERMS AND CONDITIONS

16.1 Independent Contractor

16.1.1 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. Neither Contractor nor any of its employees or subcontractors shall have any 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.

16.1.2 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 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.

16.1.3 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.

16.1.4 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.

16.2 Indemnification

16.2.1 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 Contractor's performance of this

agreement (collectively Liabilities) except where such Liabilities are caused 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 damages to County, including defense costs, and shall not be limited by any insurance limits.

16.3 **Insurance**

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.

16.4 **Performance Guarantee Provisions**

16.4.1 **Performance Security Bond or Letter of Credit**

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, a valid corporate performance bond, or an irrevocable letter of credit, in the amount of fifteen million dollars ($15,000,000), payable to the County of Alameda, with surety acceptable to and approved by the Auditor-Controller, which performance 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. Such bond or irrevocable letter of credit may be renewed annually, but such shall be in effect at all times during the term of this Agreement. Prior to exercising the Performance Bond, there must be a (i) material breach, (ii) failure to timely cure material breach, and (iii) notice of termination of the Agreement with cause given to Contractor by the County. The proceeds of such performance bond or irrevocable letter of credit shall be due and payable to the County upon occurrence of the three conditions set forth in the immediately preceding sentence, and such proceeds shall be payable regardless of whether such payment occurs during a term of this Agreement or following the effective date of its termination.

16.4.2 **Non-Cancellation**

The performance bond or letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) days written notice to the EMS Agency of the intention to cancel said bond or letter of credit. The Contractor shall provide the County with replacement security in a form acceptable to the EMS Agency within twenty (20) days following the commencement of the thirty (30)-day notice period. If the guarantor/surety is placed into liquidation or conservatorship proceedings, the Contractor shall provide replacement security acceptable to the EMS Agency within twenty (20) days of such occurrence.

16.5 **Conflict of Interest; Confidentiality**

16.5.1 Contractor covenants that it presently has no interest, and shall not during the Term of this Agreement 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.

16.5.2 The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with the terms of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective 5 years after termination of services to the County hereunder.

16.5.3 The Contractor expressly agrees that, notwithstanding any provisions of this Agreement to the contrary, that the EMS Agency may utilize any data from Contractor related to the performance of services hereunder to the extent necessary to develop a Request for Proposals for a future EMS system procurement.

16.6 **Notices**

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

16.6.2 Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

16.6.3 Mail

a. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective 3 mail delivery days after deposit in a United States Postal Service office or mailbox.

b. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

16.6.4 Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

16.6.5 Electronic mail transmission: When sent by electronic mail, to the last email address of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers either an email or a written confirmation of receipt. Any notice given by electronic mail shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

16.6.6 Addresses for purpose of giving notice are as follows:

To County:

Emergency Medical Services Agency
1000 San Leandro Blvd. Suite 200
San Leandro, CA 94577
Attn: EMS Director
Email: lauri.mcfadden@acgov.org

To Contractor:

American Medical Response
841 Latour Ct.
Napa, CA 94558
Attn: Regional Director
Email: sean.rogoff@gmr.net

With a mandatory copy to:

American Medical Response
Attn: Legal Department
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

16.6.7 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.

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

16.7 **No Waiver**

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.

16.8 **Workers' Compensation**

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.

16.9 **Conformity with Law and Safety**

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.

16.10 **Equal Employment Opportunity Practices Provisions**

16.10.1 Contractor assures that they 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.

16.10.2 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.

16.10.3 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.

16.10.4 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.

16.10.5 Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

16.10.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

16.10.7 The Contractor shall include the provisions set forth in this Section 16.10 in each of its subcontracts.

16.11 **Drug Free Workplace**

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, 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 5 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.

16.12 **Time of Essence**

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.

16.13 **Accidents**

16.13.1 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 Event Report (as per EMS Policy). Contractor shall immediately notify EMS Agency by contacting the EMS Dispatch Center and asking to speak to the EMS Agency Duty Officer on call. Contractor shall promptly submit to EMS Agency a written report, in such form as may be required by EMS Agency 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 subcontractor, if any;

c. name and address of Contractor's liability insurance carrier; and

d. a detailed description of the accident and whether any of EMS Agency's equipment, tools, material, or staff were involved.

16.13.2 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 EMS Agency the opportunity to review and inspect such evidence, including the scene of the accident.

16.14 **Headings**

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

16.15 **Debarment and Suspension Certification**

16.15.1 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.

16.16 **Taxes**

Payment of all applicable Federal, State, and local taxes shall be the sole responsibility of the Contractor.

16.17 **Conflicts and Interpretation**

16.17.1 This Agreement has been drafted to reflect the requirements contained in the Request for Proposal HCSA-902023 and all addenda thereto and the Contractor’s proposal in response to that RFP.

16.17.2 All provisions of the RFP and Contractor’s proposal are incorporated herein by reference, except to the extent inconsistent with the express terms or provisions of this Agreement.

16.17.3 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.

16.18 **Modification and Amendment**

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. If an agreed-to modification requires approval by EMSA, Contractor agrees to assist in obtaining that approval, if requested by the EMS Director.

16.19 **Severability**

If a court of competent jurisdiction holds in a final decision that any provision of this Agreement is 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.

16.20 **Contractor Representations**

Contractor represents that it satisfies, and throughout the Term of this Agreement shall continue to satisfy, all Bidder Minimum Qualifications and Additional Bidder Qualifications as set forth in the RFP, unless expressly provided otherwise in this Agreement or waived in writing by the EMS Agency.

SIGNATURES

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

COUNTY OF ALAMEDA	AMERICAN MEDICAL RESPONSE WEST
By:_____	By: DocuSigned by: Sean Russell EEF85C1C1FB9400...
Signature	Signature
_____	Sean Russell
Printed Name	Printed Name
_____	President, Pacific Region
Title	Title

Approved as to Form:

DONNA R. ZIEGLER, County Counsel

By: Signed by: Scott Dickey 7A1E878ED27C44CE...
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

FULL TIME TRANSITION TEAM
Sean Rogoff, Regional Director of Operations, will oversee AMR's transition and lead our implementation team. In addition to Sean's oversight, AMR will immediately assign Rodney Brouhard, Director of Operations, who will be responsible for operationalizing the project transition.

IMPLEMENTATION TEAM
AMR will provide Alameda County with a smooth and efficient implementation process focused on continuity of services while setting a strong foundation of continuous improvement and innovation to further enhance the EMS system. We offer a strong and knowledgeable leadership team who is backed by reliable infrastructure and resources allowing us to rapidly meet Alameda County's needs. This team will be led by Sean who will be dedicated to overseeing the implementation in close coordination with key stakeholders from AMR and Alameda County.

Our implementation process relies on strong communication and collaboration from the initial planning to the execution phase. To achieve this result, we will provide an implementation team comprised of local, regional, and national leaders who will be responsible for the operationalization of the RFP requirements by go live.

AMR's implementation team will also consist of leaders with specific knowledge and experience of high-performance EMS systems such as Alameda County, including the following functional leads:

- Sean Rogoff, Regional Director of Operations
- Rodney Brouhard, Director of Operations
- Randy Lyman, Vice President Operations, Pacific Region
- Dr. Edward Racht, Chief Medical Officer
- Jennifer Fletcher, National Vice President of Clinical Practices
- Doug Jones, Vice President of Analytics and Research
- Karl Pedroni, National Director of Communications
- Karen Deaton, Director Human Resources, Pacific Region
- Jen Bales, Director of Risk and Safety, South Region
- Kenneth Thom, Vice President Fleet Manufacturing Operations
- Phillip Devasia, Vice President Finance, Pacific Region
- Keelee Bennett, Director of Clinical Operations, Pacific Region
- Derek Mulligan, National Vice President of Procurement

In addition to providing implementation expertise, this team will be required, as part of their assigned duties, to be available onsite with AMR as needed to support the local leadership team, both during and after the transition to a new contract.

NATIONAL STRATEGIC PROGRAM OFFICE

Our implementation team will be supported by our national Strategic Program Office (SPO) that will provide the following capabilities:

- Start to finish project management
- Dedicated project manager, with oversight of the SPO Director
- Proven Processes and Standards for successful implementation of new EMS innovations

The SPO Project Manager will work directly with our local implementation team to ensure alignment and understanding of critical tasks that must be completed by go live. The Project Manager will develop and update a detailed project plan, along with hosting recurring project calls with our core project team to monitor and track the status of key items. An overview of the dedicated Project Manager's core responsibilities is outlined below:

"PRE-GO LIVE"

- Manages implementation/integration planning
- Provides day-to-day leadership of implementation
- Resolves issues and manages dependencies
- Monitors and reports on implementation progress
- Centrally manages implementation communications
- Maintains and monitors detailed project plans
- Drafts employee communications
- Continuously tracks risks and reports risks to SPO Director, as needed
- Ensures all Functional Groups are prepared and ready for Day 1

"POST GO LIVE"

- Continues weekly meetings with Functional Groups (approx. 3-6 weeks)
- Continues to track progress of implementation (i.e. HR, payroll, benefits, etc.)
- Identifies barriers and works to resolve
- Drafts ongoing employee communications

IMPLEMENTATION STATUS MEETINGS

We believe ongoing collaboration with Alameda County stakeholders will position us to have a smooth and successful implementation. Our team understands the importance of providing Alameda County full transparency through all phases of implementation to ensure milestones are properly identified, tracked, and completed by go live. We would like to propose recurring implementation status meetings to monitor and share updates on critical milestones prior to go live. We would like to identify Alameda County stakeholders for the following critical functional areas to participate in these meetings:

- Operations
- SSM/Deployment
- Dispatch/CAD
- Clinical
- IT

- Fleet
- Human Resources / Talent Acquisition
- Community Relations

We fully understand each market presents nuances that require detailed planning and customization to execute the work plan efficaciously. We look forward to working with Alameda County to review, customize and approve our work plan after contract negotiations are completed.

Below we have outlined some critical tasks, with estimated timelines associated with each:

TRANSITION PROJECT TIMELINE

PHASE ONE – ONE YEAR FROM GO-LIVE

JUNE 2025

Project Management:
- Project Kickoff w/ AMR Functional Groups as determined by Regional Leadership
- Recurring Project Calls w/ AMR Functional Groups: 1-week post kickoff call, recurring until after Go-Live

Fleet:
- All ambulances and support vehicles ordered via NextFleet

JULY 2025

Facilities:
- Primary Deployment Center (San Leandro) identified
- Secondary Deployment Centers and rest station general location planning begun

Personnel:
- Medical Director identified
- NAGE/IAEP:
    - Dialogue opened with local bargaining unit for initial talks regarding incumbent workforce
    - Mutually agreed upon timetable for contract negotiations set with bargaining unit

Operations:
- Dialogue opened with Alameda County EMSA on Behavior Health response operation

Communications:
- Dialogue opened with ACRECC for EMD services and timeline set for contract negotiations

Nurse Navigation:

- Initial planning and ACRECC integration discussions opened for 2026 implementation (if early implementation is agreed upon, this will be broken out to a separate project independent of the main transition timeline)

AUGUST 2025

Facilities:

- Primary Deployment Center
    - Lease executed and keys received
    - Tenant improvement work begun with completion scheduled for Oct. 1st, 2025
    - Facility IT equipment identified and ordered (to include Secondary Deployment Centers)

Clinical:

- Dialogue opened with ESO to determine current system architecture and requirements for successful transition of ePCR platform, EHR CAD integration, and HDE platform with local facilities

SEPTEMBER 2025

Facilities:

- Secondary Deployment Center (South - Fremont/Hayward) location identified
- Secondary Deployment Center (East - Dublin/Livermore) location identified
- All rest station locations identified

Personnel:

- Finalize recruitment plan
- Hold townhall meetings with incumbent workforce

Operations:

- Behavior Health response operation plan completed

PHASE TWO:

OCTOBER 2025

Facilities:

- Primary Deployment Center
    - Tenant improvement work completed
    - IT build out completed and data services installed
    - AMR signage installed
    - Management team move-in completed
- Secondary Deployment Centers
    - Leases executed and keys received

- Tenant improvement work begun with completion scheduled for February 1st, 2026

Fleet

- All ambulance and support vehicle IT (AVLs, MDTs, modems) and radio equipment ordered for delivery by January 31st, 2025
- Vehicle maintenance program established
- Branding mock-ups completed and reviewed for presentation and approval by Alameda County EMSA

Personnel:

- All Paramedic, EMT, and supervisory job requisitions posted to website
- Active job recruitment process beguns with primary focus on Day 1 staffing, including field, fleet maintenance and admin staff.
- Uniform mock-ups completed and reviewed for presentation and approval by Alameda County EMSA

Clinical:

- Narcotics procurement plan established
- All medical supplies and clinical diagnostic equipment needed for Day 1 operations ordered
- All ePCR devices ordered

Communications:

- All necessary handheld radio equipment ordered
- All crew and management cell phones ordered (as needed)

NOVEMBER 2025

Personnel:

- All candidate job offers released

Communications:

- Dispatch contract negotiations with ACRECC completed and submitted to Alameda County EMSA for approval
- Collaborative work begun with ACRECC begun on SMS, Nurse Navigation and overall EMD plan

Stake Holders/Partners:

- Stake holder and partner engagement meetings begun; RD and DO begin meeting with county wide stake holders to discuss transition and associated needs/expectations
- Community engagement plan established
- Initial dialogue regarding FRALS contracts opened with appropriate fire partners

DECEMBER 2025

Operations:

- Deployment plan submitted to Alameda County EMSA for review and approval

PHASE THREE:

JANUARY/FEBRUARY 2026

Facilities:

- Safety audit of Primary Deployment Center completed

Fleet:

- All ambulances and support vehicles delivered to Primary Deployment Center
- Vehicle branding delivered and completed
- AVL, MDT, modems and mobile radio equipment installation completed

Personnel:

- New hire supervisor/manager training completed
- Medical Director orientation completed

Clinical:

- ePCR platform build-out completed and devices imaged and tested
- All EMS licensing paperwork submitted
- Controlled Substance Registration, DEA and CLIA licenses paperwork submitted

Operations:

- System Status Management Plan completed

Communications:

- Dispatch contract with ACRECC executed
- Posting plan/CAD integration completed
- Dispatch Manager orientation completed
- Test of all telecoms equipment and reporting systems completed

Stake Holders/Partners

- FRALS contract with fire department partners completed (as needed)

Reporting:

- OPAP reporting build out completed
- FirstWatch integration work completed with successful dashboard testing

Nurse Navigation:

- If not established in 2025, internal training on call flow and communication process begun

MARCH/APRIL 2026

Facilities:

- Secondary Deployment Centers
    - Tenant improvement work completed
    - IT build out and data services installation completed
    - AMR signage installed

Fleet:

- All ambulance and support vehicles registered with State of California

Personnel:

- New Hire Training of field personnel completed
- UKG/Telestaff build-out completed

Clinical:

- All required support accounts established (e.g. oxygen, medical waste)
- All ePCR and HDE integrations tested at stake holder level

Operations:

- Submit Continuity of Operations Plan to Alameda County EMSA

Public Relations:

- Customer service on-line portal and telephone number tested
- Draft of "go-live" press release completed
- Social media accounts established
- Ribbon cutting ceremony scheduled

MAY 2026

Facilities:

- Safety audits of Secondary Deployment Centers completed

Fleet:

- Alameda County EMSA inspection of all ambulances and support vehicles completed

Stake Holders/Partners:

- Joint training sessions with fire department partners and receiving facilities completed
- All HDE systems tested

Operations:

- Transition IMT prepped and on-site March 30th
- "Go/no go" from each member of Implementation Team

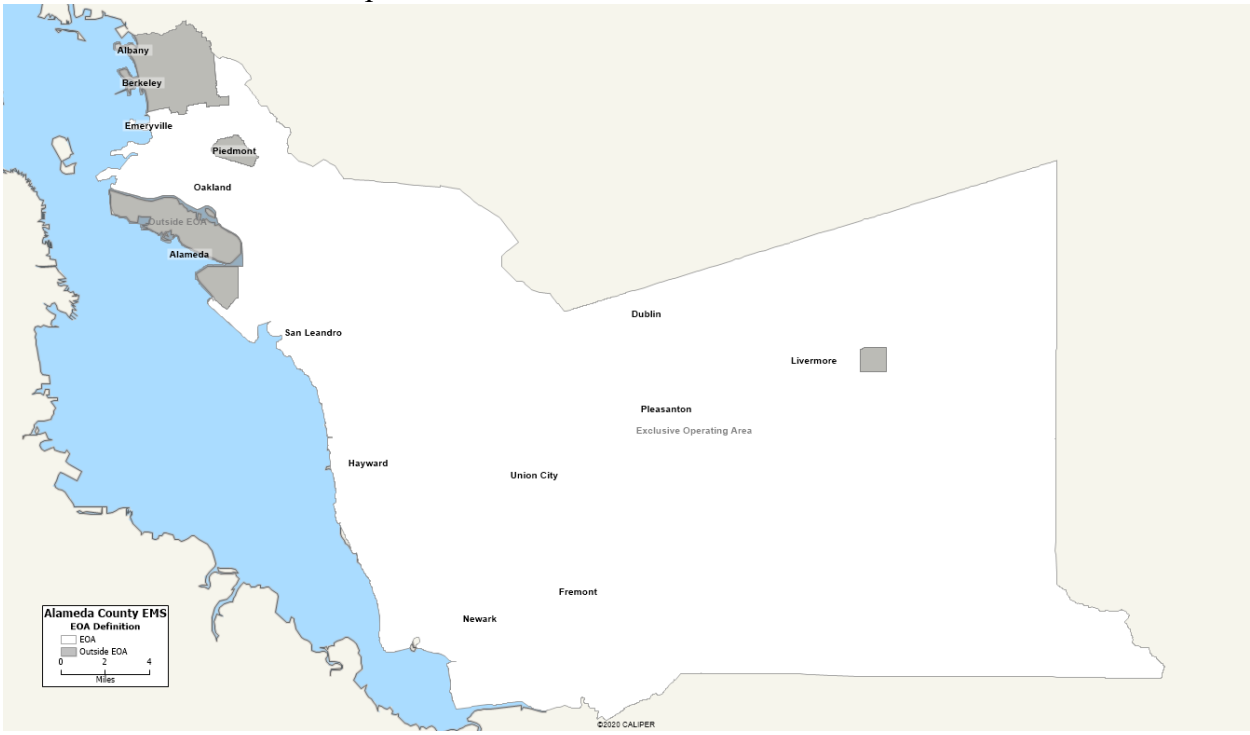
EXHIBIT B – CONTRACTOR SCHEDULE OF PATIENT CHARGES

Proposed Patient Charges	Year 1
Base charge BLS-NE	$ 4,456.94
Base charge BLS-E	$ 4,456.94
Base charge ALS1-NE	$ 4,456.94
Base charge ALS1-E	$ 4,456.94
Base charge ALS2	$ 4,456.94
Treat/No Transport	$ 550.00
Alternative Destination Transports	$ -
Non-Ambulance Transports (Optional)	$ -
Ambulance Mileage Per Mile	$ 100.55
Non-Ambulance Mileage Per Mile	$ -

EXHIBIT C – EOA and RESPONSE ZONE MAPS

Exclusive Operating Area (EOA)

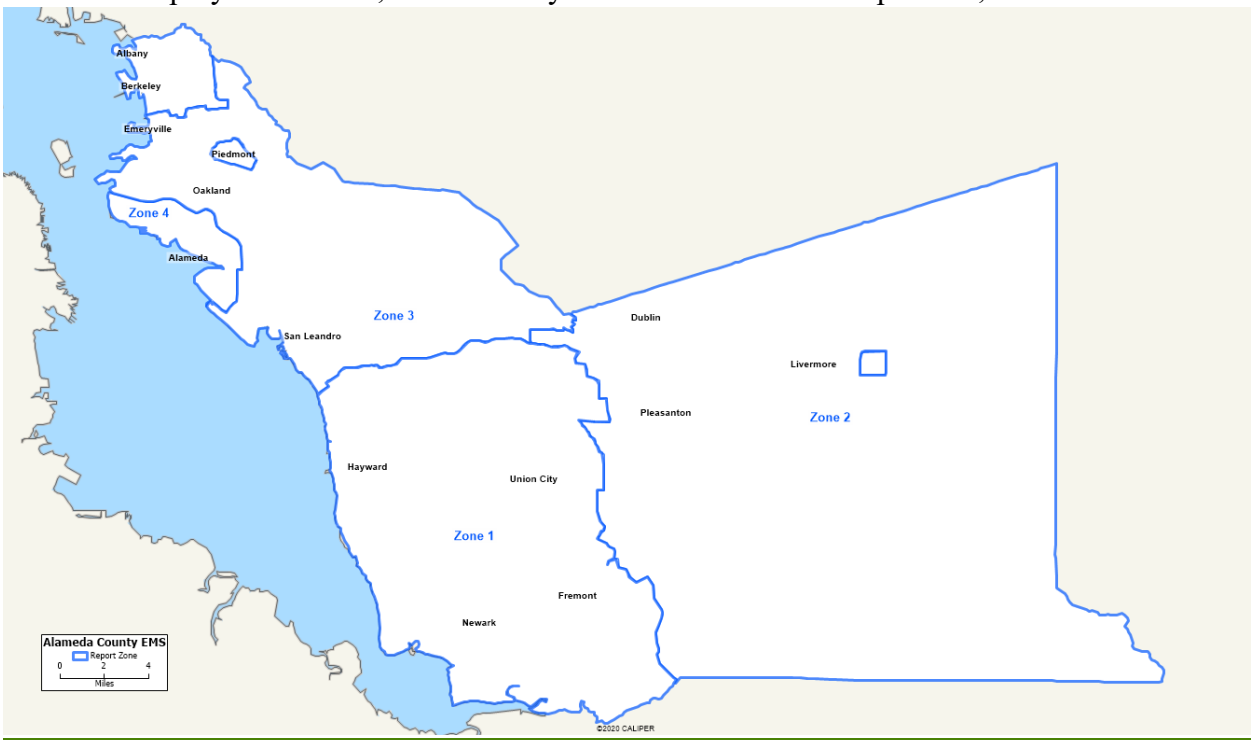
The EOA includes all geographic areas of Alameda County, with the exception of the cities of Alameda, Albany, Berkeley, and Piedmont, which are served by the local fire service, and the Lawrence Livermore National Laboratory, which is served by the Alameda County Fire District. The EOA consists of the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



North: From the northwest County line down the bayside communities to an east/west line crossing Interstate 880 (1-880) at Industrial Boulevard, intersecting Palomares Road and continuing in the north-easterly direction to the County line.

South: From the line crossing 1-880 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 – 2,000 or more residents per square mile (green on maps)
- Suburban – 1,000 to 1,999 residents per square mile (blue on maps)
- Rural/Open Space – 0 to 999 residents per square mile (yellow on maps)

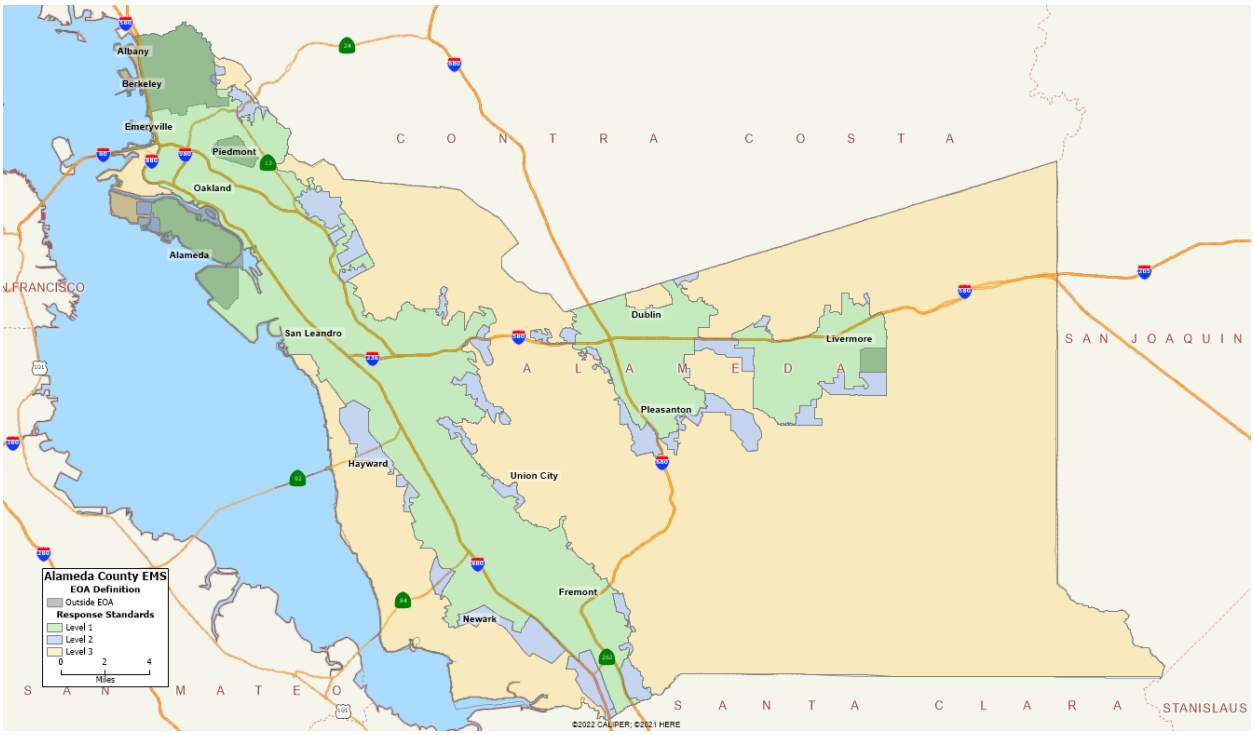


EXHIBIT D – PERFORMANCE STANDARDS TABLES

Note that the performance standards set forth in the Tables in Exhibit D may subsequently be modified by EMS Agency Policies and Procedures pursuant to Section 6.1.3 of the Agreement.

TABLE 1 – SENTINEL EVENTS	
SENTINEL EVENT	**LIQUIDATED DAMAGES**
CATEGORY 1: CARDIORESPIRATORY SENTINEL EVENTS	
Failure to transport a STEMI patient to a designated STEMI center	$10,000 per occurrence
Unrecognized endotracheal tube placement in esophagus	$2,500 per occurrence
CATEGORY 2: STROKE/NEURO SENTINEL EVENTS	
Failure to transport a Stroke Alert patient to a designated stroke center	$10,000 per occurrence
CATEGORY 3: TRAUMA SENTINEL EVENTS	
Failure to transport a Critical Trauma Patient (as defined in most current EMS Agency Policies and Procedures) to a designated trauma center	$2,500 per occurrence
CATEGORY 4: POPULATION-SPECIFIC SENTINEL EVENTS	
Failure to document Race on a patient care report	$250 per occurrence
Failure to document Resident Status or patient's refusal/inability to state Resident Status (Homeless/Not Homeless) on a patient care report	$250 per occurrence
CATEGORY 5: OTHER SENTINEL EVENTS	
Failure to achieve Priority 1 response time performance standards in East, South and West geographic areas (in aggregate) during any measurement interval	$10,000 per quarter
Failure to document use of red lights and sirens during response and transport for 911 calls	$250 per occurrence
Failure to report Death or serious adverse consequence associated with: • administration of incorrect medication or dosage • improper use or failure of a medical device or equipment • patient elopement from vehicle or custody • known hypoglycemia during interval of EMS care	$10,000 per occurrence
Failure to respond to a Priority 1 911 dispatch	$10,000 per occurrence
Failure to respond to a Priority 2 – 4 dispatch	$2,500 per occurrence
Failure to report a Sentinel Event within 24 hours in the manner required by EMS Agency policy	$10,000 per occurrence

TABLE 2 - PERCENTAGE CLINICAL PERFORMANCE STANDARDS		
Measure	**Description**	**Standard**
CATEGORY 1: CARDIORESPIRATORY MEASURES		
Respiratory Assessment for Pediatric Patients	Percentage of patients aged 14 years or younger with Primary Impression of respiratory distress and received a documented respiratory assessment.	Y1 90% Y2 90% Y3+ 92%
EKG for patient with cardiac complaint	Percentage of patients with Primary Impression of Chest Pain, Angina, Palpitations, Arrhythmia or Syncope getting a 12-lead EKG	Y1 90% Y2 90% Y3+ 92%
Aspirin Administration for STEMI	Percentage of patients with STEMI who receive ASA during prehospital treatment	Y1 90% Y2 90% Y3+ 92%
Total On-Scene Time for STEMI Patients	Percentage of STEMI patients with on-scene times of < 15 minutes (as measured by the interval of Time at Pt vs. Time Departed Scene)	Y1 90% Y2 90% Y3+ 92%
ETCO2 Value Documented for Advanced Airway Placements	Percentage of patients with an advanced airway with ETCO2 value documented	Y1 90% Y2 90% Y3+ 92%
CATEGORY 2: STROKE/NEURO MEASURES		
Blood Glucose Assessment for Stroke Patients	Percentage of primary impression Stroke/TIA or Stroke Alert with documentation on the PCR of blood glucose reading	Y1 90% Y2 90% Y3+ 92%
TLKW Documentation for Stroke Patients	Percentage of Stroke Alert patients with documentation on the PCR of the Time Last Known Well	Y1 90% Y2 90% Y3+ 92%
Total on-Scene Time for Stroke Alert Patients	Percentage of Stroke Alert patients with on-scene time < 15 minutes (as measured by the interval of Time at Pt vs. Time Departed Scene)	Y1 90% Y2 90% Y3+ 92%
CATEGORY 3: PEDIATRIC MEASURES		
Pediatric Weight Measurement	Percentage of patients 14 years of age or younger with documentation on the PCR of weight in kilograms based on color-coded pediatric tape	Y1 90% Y2 90% Y3+ 92%
Pediatric Asthma Treatment	Percentage of patients aged 14 or younger with Primary Impression of Bronchospasm with administration of beta agonist	Y1 90% Y2 90% Y3+ 92%
CATEGORY 4: OTHER CLINICAL MEASURES		
Treatment Administered for Hypoglycemia	Percentage of patients that received treatment to correct their symptomatic hypoglycemia originating from a 911 response	Y1 90% Y2 90% Y3+ 92%
On-Scene Time for Critical Trauma Patients	Percentage of critical trauma patients with on-scene time of < 20 minutes (as measured by the interval of Time at Pt vs. Time Departed Scene)	Y1 90% Y2 90% Y3+ 92%
Health Data Exchange	Percentage of EMS patient care reports linked to hospital records for bidirectional data sharing via MRN	Y1 90% Y2 90% Y3+ 92%

TABLE 3 – POPULATION-SPECIFIC CLINICAL PERFORMANCE STANDARDS		
Measure	**Description**	**Standard**
Transport of STEMI patients to STEMI center in Specific Populations	Transport of STEMI patients to a designated STEMI center measured separately for each Specific Population	< 5% negative differential in designated STEMI center destinations for STEMI patients per interval per Specific Population
Transport of stroke patients to stroke center in Specific Populations	Transport of stroke alert patients to a designated stroke center measured separately for each Specific Population	< 5% negative differential in designated stroke center destinations for patients with positive prehospital stroke score and/or stroke symptoms per interval per Specific Population
Pain assessment in Specific Populations	Documentation of a pain assessment measured separately for Specific Population	< 5% negative differential in pain assessment documented per interval per Specific Population per interval
Administration of prehospital analgesia in Specific Populations	Administration of analgesics in patients with a documented pain scale of 7 or above; measured separately for each Specific Population	<5% negative differential in prehospital analgesic administration for identified conditions per interval per Specific Population

TABLE 4A - RESPONSE TIME STANDARDS				
MPDS Dispatch Category	**Subzone Classification**	**Performance Standard (Minutes)**	**Fractile Performance (%)**	**Points**
Priority 1	Metro	10:00 (10:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	11 7 0 0 0
Priority 1	Suburban	14:00 (14:01 late)	> 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	11 7 0 0 0
Priority 1	Rural/Open Space	16:00 (16:01 late)	> 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	11 7 0 0 0

TABLE 4B - RESPONSE TIME STANDARDS				
MPDS Dispatch Category	**Subzone Classification**	**Performance Standard (Minutes)**	**Fractile Performance (%)**	**Points**
Priority 2	Metro	14:00- (14:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	7 5 3 1 0
Priority 2	Suburban	18:00 (18:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	7 5 3 1 0
Priority 2	Rural/Open Space	22:00 (22:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	7 5 3 1 0

TABLE 4C - RESPONSE TIME STANDARDS				
MPDS Dispatch Category	**Subzone Classification**	**Performance Standard (Minutes)**	**Fractile Performance (%)**	**Points**
Priority 3	Metro	20:00 (20:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	6 4 2 1 0
Priority 3	Suburban	24:00 (24:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	6 4 2 1 0
Priority 3	Rural/Open Space	26:00 (26:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	6 4 2 1 0

TABLE 4D - RESPONSE TIME STANDARDS				
MPDS Dispatch Category	**Subzone Classification**	**Performance Standard (Minutes)**	**Fractile Performance (%)**	**Points**
Priority 4	Metro	30:00 (30:01 late)	> 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	4 3 2 1 0
Priority 4	Suburban	40:00 (40:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	4 3 2 1 0
Priority 4	Rural/Open Space	50:00 (50:01 late)	≥ 95% 90% - 94.9% 85% – 89.9% 80% - 84.9% < 80%	4 3 2 1 0

TOTAL RESPONSE TIME PERFORMANCE SCORING	
Total Possible Score: Response Time Standards (all populations) (TABLES 4A, 4B, 4C and 4D)	84
Poss. Response Time Population-Specific Points (-5% negative Specific Population differential per interval)	8
Out-of-Hospital Cardiac Arrest Response Time Points (no more than the stated Priority 1 response times, minus two minutes)	8
MAXIMUM POSSIBLE SCORE: Response Time Compliance	**100**

TABLE 5 - PATIENT SATISFACTION STANDARDS			
Patient Satisfaction Category	**Patient Satisfaction Questions**	**Performance Standard (per Category)**	**Points**
Ambulance	A1 Extent to which the ambulance arrived in a timely manner A2 Cleanliness of the ambulance A3 Comfort of the ride A4 Skill of the person driving the ambulance	≥95% 90% - 94.9% 85% - 89.9% 80% - 84.9% < 80%	30 20 10 5 0
Billing	B1 Professionalism of the staff in our billing office B2 Willingness of the billing office staff to address your needs	≥95% 90% - 94.9% 85% - 89.9% 80% - 84.9% < 80%	10 5 2 1 0
Clinicians	C1 Care shown by the EMS Clinicians (EMT and/or paramedic) who arrived with the ambulance C2 Degree to which the EMS Clinicians took your problem seriously C3 Degree to which the EMS Clinicians listened to you and/or your family C4 Skill of the EMS Clinicians C5 Extent to which the EMS Clinicians kept you informed about your treatment C6 Extent to which the EMS Clinicians included you in treatment decisions (if applicable) C7 Degree to which the EMS Clinicians relieved your pain or discomfort C8 Concern of the EMS Clinicians for your privacy C9 Extent to which the EMS Clinicians cared for you as a person	≥95% 90% - 94.9% 85% - 89.9% 80% - 84.9% < 80%	50 35 20 15 0
Overall Experience	E1 How well did our staff work together to care for you E2 Appropriateness of the care and treatment and transport by the EMS Clinicians E3 Extent to which the services received were worth the fees charged E4 Overall rating of the care provided by our company E5 Likelihood of recommending our ambulance service to others	≥95% 90% - 94.9% 85% - 89.9% 80% - 84.9% < 80%	10 5 2 1 0
Total Possible Patient Satisfaction Score **Patient Satisfaction Credits:** - 75 – 100 = 50% credit - 50 – 74 = 25% credit - 25 – 49 = 10% credit - <25 = 0 % credit			100

TABLE 6 - OPERATIONAL AND ADMINISTRATIVE PERFORMANCE STANDARDS				
Measure	**Description**	**Standard**	**Interval**	**Liquidated Damages**
911 responses without red lights and sirens (RLS)	Percentage of responses originating via 911 in which red lights and sirens were not activated during response to scene	>50%	Quarterly	$1,500 for any interval in which red lights and sirens usage during response to 911 calls exceeds 50%
911 patient transports without red lights and sirens (RLS)	Percentage of transports of patients with calls originating via 911 in which red lights and sirens were not activated during transportation to the facility	>95%	Quarterly	$1,500 for any interval in which red lights and sirens usage during transport of a 911 patient to a facility exceeds 5%
Supervisory staff retention	Percentage of employee retention in supervisory staff	> 70%	Annually	$2,500 for any interval in which turnover of EMS supervisory staff members exceeds 30%
Clinical staff composition	Improvement in percentage of Contractor's EMS clinical staff (EMTs and paramedics) who are non-white (i.e., Black, Hispanic or Latino, Asian, American Indian/Alaska Native or Hawaiian/Pacific Islander) or female compared to baseline (Year 1) or prior year (Years 2-5)	Increase in percentage of EMS clinical staff in non-white and female populations compared to baseline/ prior year	Annually	$5,000 for any interval in which there is no increase
Key Personnel Vacancies	Percentage of Key Personnel positions filled	>90%	Semi-annually	$10,000 for any month or portion thereof for which Key Personnel positions are unfilled
Maintenance of accreditation	Maintenance of accreditation by the Commission on Accreditation of Ambulance Services (CAAS)	Y/N	Monthly (following the first year of providing Services under the Contract)	$2,500 for any month or portion thereof in which Contractor is not accredited
Ambulance Patient Offload Time	Percentage of ED transports for which the ambulance clears the hospital and returns to service within thirty (30) minutes of arrival at ED	>90%	Quarterly	$5,000 per quarter in which APOT exceeds 30 minutes 90% of the time

EXHIBIT E – MINIMUM INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA 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 minimum 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	$1,000,000 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	$1,000,000 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: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsement of contractual liability	$5,000,000 per occurrence $10,000,000 project aggregate

E	**Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above with the exception of 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, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, 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 the later of termination of the Agreement 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.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All 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 the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and 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.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
   - 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. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.

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 as set forth in the Notices provision.

Certificate C-10 Page 1 of 1 Form 2001-1 (Rev. 08/01/13)

EXHIBIT F – DEBARMENT AND SUSPENSION CERTIFICATE

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: American Medical Response West

PRINCIPAL: Sean Russell TITLE: Region President

SIGNATURE: DocuSigned by: Sean Russell EEF85C1C1FB9400... DATE: 6/10/2025

Alameda County EMS Transport Provider Agreement

Ensuring High-Quality Patient Care through Innovative System Design

Alameda County Board of Supervisors | 6.17.25

Aneeka Chaudhry | Interim Director, Alameda County Health
Lauri McFadden | Director, Alameda County EMS Agency
Dr. Zita Konik | Medical Director, Alameda County EMS Agency

Alameda County Health

Presentation Overview

- Requested BOS actions
- Background on Alameda County EMS System (4-12)
- RFP Development and Selection Process (13-21)
- Overview of AMR Provider Agreement (23-35)
- Ambulance Services Contract Policy Resolution (37)
- Summary (38)

Alameda County Health

Requested Board Actions

- Approve a resolution adopting the ambulance services contract policy pursuant to the state of California Health and Safety Code, Section 1797.230
- Approve and execute the Ambulance Transport Provider Agreement between Alameda County and American Medical Response West for 911 emergency response, 911 ambulance services, and standby service with transportation authorization

Alameda County EMS System

Background & Considerations for Quality Patient Care

EMS Systems: Exclusive Operating Area (EOA) vs Open System

EOA

- Single ambulance provider contracted by the Local EMS Agency
- Governed by terms of EMS contract
- Requires a periodic RFP process
- Coordinated deployment of transport resources throughout the county

Open System

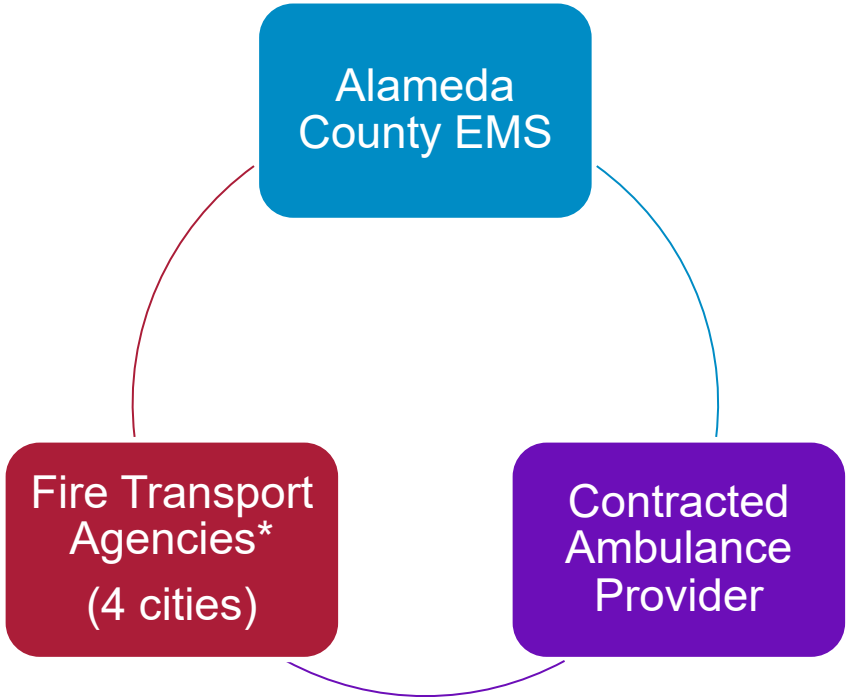
- Multiple (and any) permitted ambulance providers may operate in the area
- Governed by general EMS policies, procedures, and County ordinance
- Disjointed deployment of transport resources throughout the county

Alameda County Health

Alameda County has operated an EOA Model since 1990

The EOA supports:

- **responsible and effective EMS system regulation** that prioritizes high-quality patient care
- **equitable and responsive EMS services** across socioeconomic and geographic lines
- **consistent clinical and operational performance standards** for contracted EMS provider
- **economic sustainability of EMS system** by ensuring sufficient call volume for provider, which mitigates effects of bad debt and uncompensated care costs
- **efficient deployment of costly EMS resources** throughout the entire service area
- **consistent mutual aid expectation across Fire and EMS**, including care, training, equipment, and disaster response
- **innovation** across the system



* Alameda, Albany, Berkeley and Piedmont Fire Depts grandfathered since transporting pre-1980

Alameda County Health

Immediate Impacts of Loss of EOA

- Litigation risk related to the RFP and the procurement process
- Inability to implement innovative services that enhance clinical care in the community planned in new Provider Transport Agreement
- Potential loss of CATT (Community Assessment Treatment and Transport) crisis response units, where 50% of the staff is provided by EOA provider, would negatively impact County Behavioral Health crisis services Medi-Cal requirements
- Likely extension with current provider to maintain continuity of service
- Significant disruption to Alameda County EMS system function
  - Time to develop new EMS regulatory standards through policy, protocol, and ordinance

Alameda County Health

Long-term Implications for EMS System

- **Service Disparities**
  - Incentivizes response to affluent areas with more privately insured patients
  - Lower-income areas with more uninsured or Medi-Cal members face slower or no response
- **EMS System Fragmentation**
  - Multiple providers create inconsistencies in documentation, equipment, and response times
  - Loss of unified data systems and optimized workflows currently used in the EOA
- **Reduced Oversight and Accountability**
  - Diluted provider accountability, as policies and procedures harder to enforce across multiple entities
  - Providers not committed or obligated to the county, may cease operation without notice
  - Systemwide improvements more difficult to implement (e.g., APOT workgroup, hospital data exchange)
- **Inconsistent Mutual Aid**
  - Reduces cooperation, multiple providers compete for calls
  - Mutual aid less reliable during emergencies
- **Reduced Innovation**
  - Decreased ability to incentivize providers to try new approaches (e.g., telehealth, CATT)
  - Decreased ability to leverage economies of scale

Open System Implications for Participating Local Governments

- Start-up and ongoing costs
  - Ambulances and equipment procurement and maintenance
  - Additional staffing
  - Enhanced federal payments at risk from federal policy changes
- Cross-jurisdictional resource deployment challenges
- Increased private provider competition

Estimated Provider Start Up Costs

Approximated Resources Needed to Cover Alameda County EOA Geography:

Ambulances	FT Paramedics & EMTs	PT Paramedics & EMTs
~80 - 100	~350 - 400	~125 - 150

Startup Costs typically include:

- Each Ambulance (Type I or III): ~$280,000 fully equipped
- Each Cardiac monitors/defibrillator: ~$35,000
- Medical equipment and supplies: ~$40,000–$60,000 per ambulance
- Data integration systems: ~$50,000 initial setup + licensing
- Dispatch and communications equipment upgrades

Annual Operating Costs typically include:

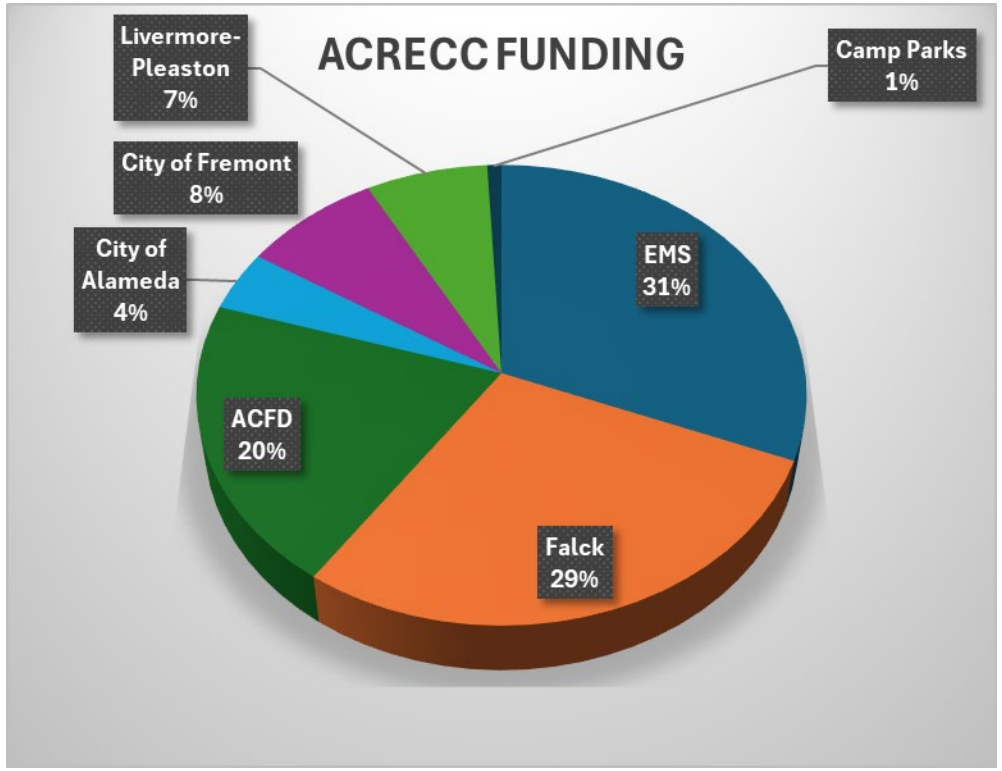
- Salary and benefits for EMTs and paramedics: ~$150,000 per FTE annually
- Staffing Related to Clinical Oversight, Quality Improvement, and Training Programs
- Ongoing vehicle maintenance and fuel
- Billing, administrative, and compliance infrastructure

The estimated costs above are based on conservative estimates for new providers intending to operate as a 9-1-1 ambulance provider in Alameda County, and exclude other potential costs such as labor negotiations, facility modifications, or unforeseen legal and regulatory expenses.

Alameda County Health

Open System Implications for Ambulance Dispatch

- Alameda County Regional Emergency Communication Center (ACRECC) is one of two ACE (Accredited Centers of Excellence) Emergency Medical Dispatch centers and currently the only ambulance dispatch center for the EOA
- 29% of ACRECC's FY25/26 operating budget funded by the contracted EOA provider, as a condition of the contract
- Dispatch services for multiple providers would likely be complex and fragmented, creating coordination challenges



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Recommendation

- Maintain and Strengthen Alameda County's EOA Model
  - Ensures equity, coordination, and innovation
  - Supports best care for patients
  - Avoids financial, operational, and clinical risk

RFP Development and Selection Process

RFP No. HCSA-902023: 911 Emergency Response, 911 Ambulance Services, and Standby Service with Transport Authorization

Request for Proposal (RFP) Development Overview

- Between August 2019 and December 2021, Alameda County EMS convened the EMS Redesign Workgroup, at the direction of the Board of Supervisors, to prepare for the next EMS RFP

- EMS retained a consultant with state and national expertise in EMS system design to support stakeholder engagement and RFP development

- Draft RFP was submitted, reviewed, and approved by the California EMS Authority per statute

- RFP issued in January 2024, and contract negotiations completed June 2025

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EMS System Redesign Workgroup

- Convened at the direction of Alameda County BOS
- Co-Chaired by EMS Director(s) and Hayward Fire Chief
- Diverse group comprised of Fire leadership and labor, private ambulance leadership and labor, hospital organizations, EMS Agency Staff, and city and county government representatives
- In addition to the larger group, 5 subgroups were formed to explore specific aspects of EMS

EMS System Redesign Workgroup: Sub-Group Scope and Participation

EMS System Financial Stability/Service Reimbursement	EMS Workforce	Evolving Patient and Community Needs	System Performance Benchmarks	Technology
• ACFD Leadership • ACFD Labor Rep • ACFD EMS Staff • Hayward Fire Labor Rep • EMS Agency Staff	• Private EMS Labor • Private EMS Leadership • ACFD Leadership • Hayward Fire Labor • Livermore-Pleasanton Fire Labor • EMS Agency Staff	• Alameda-Contra Costa Medical Association • Livermore-Pleasanton Fire Leadership • Albany/Piedmont Fire EMS Staff • Private Ambulance Labor • EMS Agency Staff • Berkeley Fire Leadership • Hospital Council	• Alameda-Contra Costa Medical Association • Albany Fire Leadership • ACFD Leadership • Private EMS Labor • Piedmont Fire Leadership • Union City Representative • EMS Agency Staff	• ACRECC Leadership • Private Ambulance Leadership • Hayward Fire Labor • Berkeley Fire Leadership • Alameda Fire Labor • EMS Agency Staff

EMSA & LEMSA Roles in RFP Development

California EMS Authority (EMSA) Roles & Responsibility	Local EMS Agencies (LEMSAs) Roles & Responsibility
Grants required approval for an Exclusive Operating Area (EOA)	Tasked with the maintenance and regulatory oversight over the local EMS system.
EOA provider for Alameda County to be determined through a fair and competitive RFP process in order for EOA to remain intact per CA law	Responsible to conduct and ensure a fair and competitive bid process at periodic intervals (e.g., 10 years), to identify an EOA provider.

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RFP Timeline Detail

2019

- July: Falck Implementation
- August: Transition Debrief
- September: Start EMS Redesign Process
- November: EMS Models Review – Group Consensus to Maintain the EOA

2020

- February: Begin Redesign Workgroup Meetings
- March: COVID

2021

- Community Engagement Meetings and Education
- December: EMS Redesign Workgroup Reports

2022

- January: Consultant Contracted for RFP
- February-March: Review of Workgroup Product
- April: Writing of RFP Commenced
- November: DRAFT RFP to EMSA

Alameda County Health

RFP Timeline Detail

2023

- February: Revised DRAFT RFP to EMSA
- December: Final RFP to EMSA

2024

- January 4: RFP Approved by EMSA
- January 11: RFP Released for Bid
- February 28&29: Bidders Conferences
- August: Response Due
- October 15: Bidder Interviews
- October 30: Notice of Intent to Award
- November 6: Protest Filed by Falck
- November: Initial Meeting with AMR to Start Negotiations

2025

- January – June: Ongoing Negotiations with AMR
- February 20: Protest Response Issued
- February 28: Protest Appeal Received by CAO
- May 30: Protest Appeal Response Issued
- June 17: Today – Presenting to Board for Contract Approval
- July 1: Contract start date to allow appropriate time for transition

2026

- April 1 – July 1: Implementation of Services

Alameda County Health

RFP County Selection Committee

- 5-member County Selection Committee (CSC)
  - No Alameda County EMS or AC Health staff on committee
  - Evaluation and scoring of bid proposals within the sole judgement and discretion of the CSC

- CSC members have ~150 years of combined clinical experience (EMS and ER) across five areas:
  - Hospital (Physician)
  - Fire Agency (Firefighter, Fire Chief, Medical Director)
  - Private EMS (EMT, Paramedic, Owner)
  - Public Health (Health Officer)
  - CA LEMSA (Director, QI/QA Specialist)

Alameda County Health

RFP Proposals

Three qualifying proposals were submitted and scored by the CSC

Bidder	Overall Score
American Medical Response West	433.8
Falck Northern California Corp.	418.2
Alameda County Fire Department	376.6

Alameda County Health

Ambulance Transport Provider Agreement

Between AMR West and Alameda County

Negotiated Agreement Summary

- AMR West as exclusive provider of 911 Emergency Ambulance Transport Services in Alameda County EOA
- 5-year term, beginning 7/1/25 to allow sufficient transition
- EOA 911 services beginning between April 1 – July 1, 2026
- Provides innovation and enhanced care to Alameda County communities
- Maintains the EOA, ensuring consistent and equitable clinically driven care
- Potential renewal term of 1-5 years
- No impact on net County cost

Alameda County Health

EMS System Goals

RFP development and Agreement negotiation focused on three overarching goals and core principles for Alameda County's EMS system

1. Promote clinical excellence
2. Improve health equity
3. Promote economic sustainability of the EMS system

Alameda County Health

How the Agreement Meets Goal 1: Promote Clinical Excellence

- Follows EMS data and evidence-based practices framework
- Moves away from response times as the main performance standard
  - Clinical evidence makes clear that speed does not promote better outcomes for the vast majority of calls
- Adds clinical accountability measures that are not speed-related to support the right care at the right place
  - For example, ensuring proper treatment for heart attack, stroke and trauma patients
  - These clinical criteria can evolve over the term of the contract as clinical evidence and best practices dictate

Alameda County Health

How the Agreement Meets Goal 2: Improve Health Equity

- First-ever EMS system design to tie financial penalties to clinical equity gaps

- Requires provider to report sub-population level clinical data, in addition to data for the entire service area
  - Race and ethnicity
  - Unhoused people
  - Historically underserved groups

Alameda County Health

How the Agreement Meets Goal 3: Promote Economic Sustainability of the EMS System

- Cost reduction through increased integration with broader health system
  - Telehealth
  - Nurse navigation

- Utilizes data-driven delivery models proven to be safe and effective - and that avoid added costs
  - BLS and ALS ambulances based on patient needs
  - Patient Navigation (Nurse Navigation, Telehealth, Treatment in Place)
  - Reducing Ambulance Patient Offload Times at hospitals

Alameda County Health

System Innovations

- **911 Nurse Navigation:** matches 911 callers to the resources best suited to meet their needs, which do not always require an ambulance and a full EMS response
- **911 Patient Navigation:** enhances “assess and refer” allowing on scene EMS clinicians to access telehealth and other modalities designed to bring patients the right care at the right time and the right place, in addition to post contact follow up for referrals or assistance navigating the healthcare system
- **Sentinel Events:** clear standards and expectations for things that should never occur in the EMS system (like failing to take a trauma patient to a designated trauma center)
- **Clinical Performance:** while the contractor remains responsible for compliance with response time standards, the primary performance measures in this model are related to clinical performance ***Prompt response for critical calls, e.g., cardiac arrest, still required.***
- **Population-Specific Performance Measures:** clinical performance will be measured not only for the entire county's population, but also for specific at-risk and underserved populations
- **Behavioral Health Training for EMS Clinicians:** enhanced training regarding assessment of behavioral health and de-escalation, and preservation of the Community Assessment and Transport Team (CATT).

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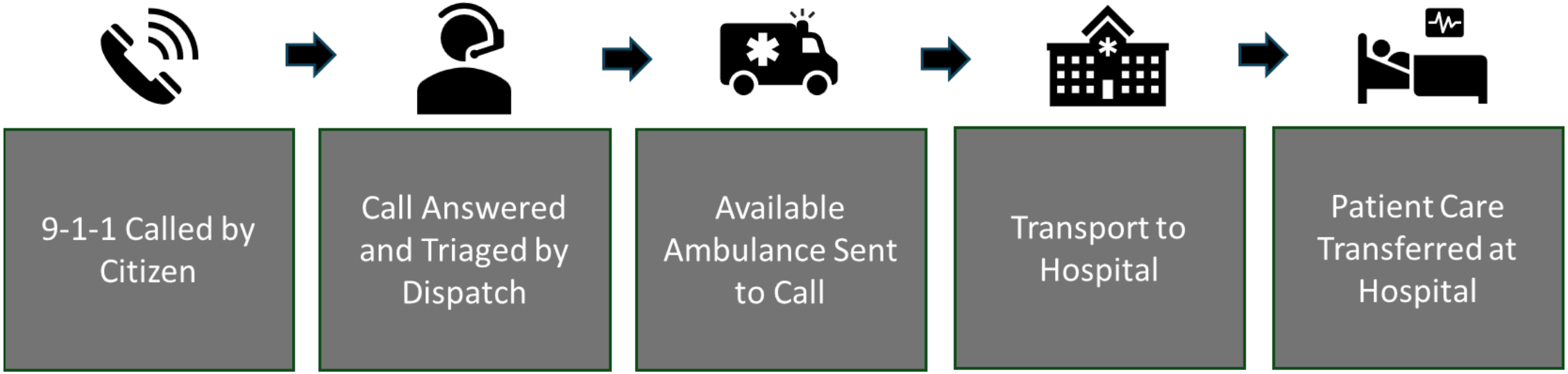
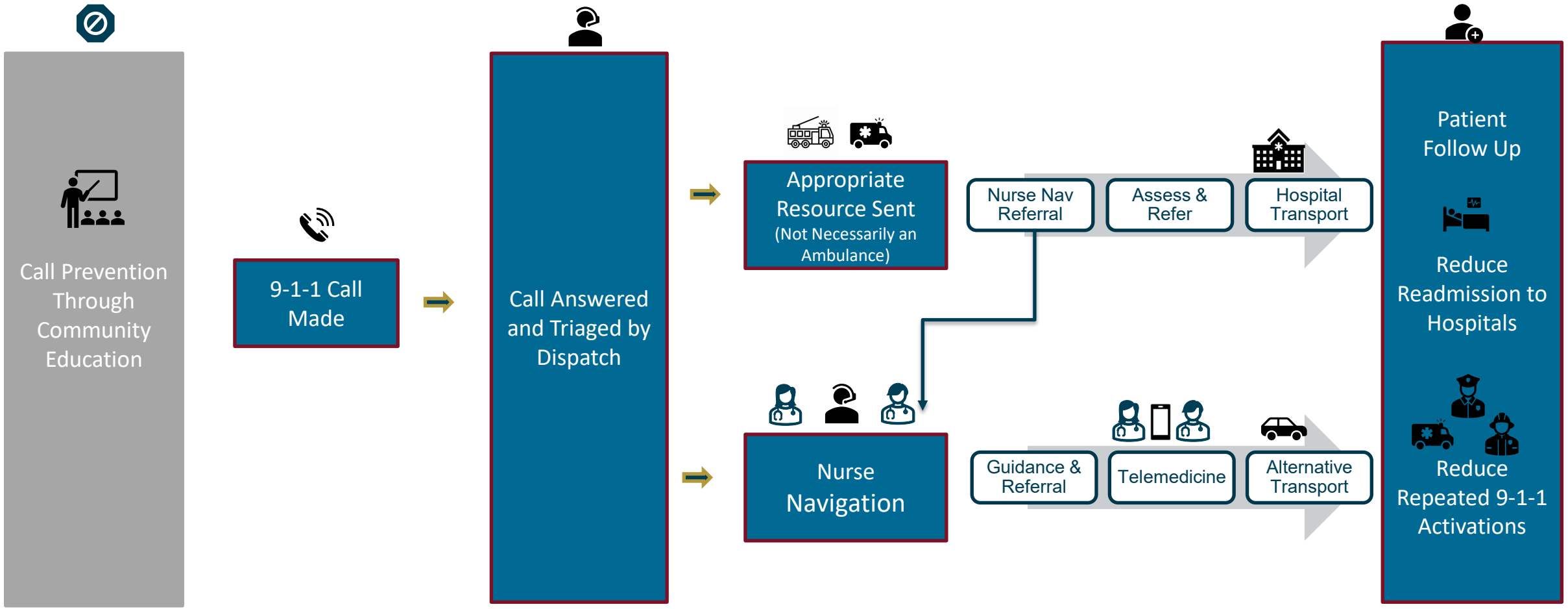
Current Flow of Call and Transport



One Size Fits All Approach – Call and Transport to Emergency Room

Alameda County Health

Call Flow Under New Agreement



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Patient Experience: Life Threatening Medical Calls See No Difference Compared to Today

Scenario: Patient experiencing chest pain and might be having a heart attack

Fire and Ambulance Dispatched

Assessment and Care Rendered on Scene

Rapid Transport by Ambulance to Appropriate Hospital

Alameda County Health

Patient Experience: Lower Acuity Calls Receive Tailored Response

Scenario: Patient calls 911 because they ran out of high blood pressure medication and needs a refill. Patient has no primary care physician or transportation.

↓

Dispatch connects patient to Nurse Navigation

↓

Nurse Navigator connects patient to Telemedicine

↓

Physician prescribes medication and patient is referred to clinic for primary care.

↓

Medication is delivered to patient

↓

Rideshare provider set up for clinic visit

Fire Department or Ambulance Resources Remain Available for Emergencies

Alameda County Health

Examples of Clinical Performance Criteria

- Sentinel Event Penalties for events that should never occur in the EMS system
- Clinical Performance Standards to drive continual improvement of care
- Population-Specific Performance Standard to ensure equity of care across all populations

SENTINEL EVENT	LIQUIDATED DAMAGES
CATEGORY 1: CARDIORESPIRATORY SENTINEL EVENTS	
Failure to transport a STEMI patient to a designated STEMI center	$10,000 per occurrence
Unrecognized endotracheal tube placement in esophagus	$2,500 per occurrence
CATEGORY 2: STROKE/NEURO SENTINEL EVENTS	
Failure to transport a Stroke Alert patient to a designated stroke center	$10,000 per occurrence

CATEGORY 1: CARDIORESPIRATORY MEASURES		
Respiratory Assessment for Pediatric Patients	Percentage of patients aged 14 years or younger with Primary Impression of respiratory distress and received a documented respiratory assessment.	Y1 90% Y2 90% Y3+ 92%
EKG for patient with cardiac complaint	Percentage of patients with Primary Impression of Chest Pain, Angina, Palpitations, Arrhythmia or Syncope getting a 12-lead EKG	Y1 90% Y2 90% Y3+ 92%
Aspirin Administration for STEMI	Percentage of patients with STEMI who receive ASA during prehospital treatment	Y1 90% Y2 90% Y3+ 92%

Measure	Description	Standard
Transport of STEMI patients to STEMI center in Specific Populations	Transport of STEMI patients to a designated STEMI center measured separately for each Specific Population	< 5% negative differential in designated STEMI center destinations for STEMI patients per interval per Specific Population
Transport of stroke patients to stroke center in Specific Populations	Transport of stroke alert patients to a designated stroke center measured separately for each Specific Population	< 5% negative differential in designated stroke center destinations for patients with positive prehospital stroke score and/or stroke symptoms per interval per Specific Population

Alameda County Health

Workforce Protection and Workforce Wellness

- Contract requires provider to offer positions to existing EMS clinical staff as well as operational and supervisory staff

- Requires comprehensive employee health and wellness program
  - Stress management
  - Psychological/counseling services
  - Diet/nutritional/exercise counseling
  - Workplace health and safety/Personal Protective Equipment

Alameda County Health

Fire Agency Relationships

- Provider must designate fire agency liaison
- Must provide ride-along/internship opportunities for fire trainees
- Must enter into First Responder agreements
  - Compensate fire agencies when fire personnel accompany patient during transport as additional paramedic
  - Must include 1:1 resupply to fire agencies on a call where they rendered care and depleted their supplies

Ambulance Policy Resolution & Summary

Ambulance Services Contract Policy Resolution

- Section 1797.230 to the California Health and Safety Code
  - **Requires counties to adopt a resolution that includes specific requirements for emergency ambulance contracts before approving the contract**
    - Employment retention requirements for the employees of the incumbent workforce
    - Demonstrated experience serving similar populations and geographic areas
    - Diversity and equity efforts addressing the unique needs of vulnerable and underserved populations in the service area
    - Financial requirements, including requiring a private ambulance service provider to show proof of insurance and bonding
    - A description of the ambulance service provider's public information and education activities, and community involvement

- The proposed resolution complies with Section 1797.230 and codifies long-standing Alameda County EMS practice
- The proposed Agreement with AMR meets all conditions of Section 1797.230

Summary

Alameda County BOS is requested to adopt the EMS policy resolution and approve Agreement with AMR in support of:

- Equitable responses and clinical care across all Alameda County communities
- Coordinated public-private partnerships
- Centralized oversight and quality assurance
- Continued innovation and enhanced patient care improvements
- Accountability and clinical safety across the EMS system

Acknowledgements

EMS System Redesign Workgroup

Consultants

- Page, Wolfberg & Wirth (PWW, primary consultant)
- Washko & Associates (GIS and Response Zone Analysis)
- Apex 360, LLC (Independent EMS financial review)

Alameda County Health

Thank you & Questions

RFP No. HCSA-902023 PRA - ACFD

RFP No. HCSA-902023 PRA - Falck