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**AGREEMENT FOR
EMERGENCY MEDICAL AMBULANCE SERVICES,
ADVANCED LIFE SUPPORT, AND
CRITICAL CARE TRANSPORT**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of October, 2014, by and between the County of San Benito (“the County”) and American Medical Response West d/b/a American Medical Response (“Contractor”).

WHEREAS, pursuant to Division 2.5 of the California Health & Safety Code, the County has designated the San Benito County Emergency Medical Services Agency to be the Local Emergency Medical Services Agency for the purpose of the administration of emergency medical services within the County; and

WHEREAS, Division 2.5 of the Health and Safety Code confers specific authorities and responsibilities upon a LEMSA, including but not limited to establishing one or more Exclusive Operating Areas (“EOAs”) and, contracting with one or more ambulance providers for the provision of ambulance services in the designated EOA or EOAs pursuant to the local plan; and

WHEREAS, San Benito County EMS Agency has develop a local plan, approved by the State EMS Authority, for the establishment of a single EOA covering the entire County, and the selection of a single ambulance provider to provide specified ambulance services, including Emergency Ambulance Services, ALS services, and CCT services for all areas within the EOA; and

WHEREAS, the County and Contractor desire to enter into a performance-based agreement.

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the County and Contractor set forth in this Agreement, the parties agree as follows:

SECTION 1

ADMINISTRATION OF THE CONTRACT AND TERMS

1.1 Contract Administration

The Administrator of San Benito County Emergency Medical Services Agency will act as Contract Administrator, and shall represent the COUNTY in all matters pertaining to this Agreement and administer this Agreement on behalf of the COUNTY. The Contract Administrator or her/his designee may:

- A. Audit and inspect the CONTRACTOR’s operational and patient care reports;
- B. Monitor the CONTRACTOR’s EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and
- C. Provide technical guidance, as the Contract Administrator deems appropriate

1 **1.2 Term of Contract**

2
3 The term of this Agreement shall commence at 00:01 hours on October 1, 2014 (Effective Date),
4 and shall terminate at midnight on June 30, 2019, unless terminated earlier or extended pursuant
5 to the terms and conditions of this Agreement.
6

7 **1.3 Conditions for Contract Extension**

8
9 This Agreement may be extended for an additional five-year period by action of the San Benito
10 County Board of Supervisors. One year prior to the expiration of this Agreement,
11 CONTRACTOR may petition the Board for a five-year extension.
12

13 A. In deciding whether or not to extend the Agreement of COUNTY, at its discretion,
14 may establish a Review Committee to analyze the performance of the
15 CONTRACTOR and to make recommendations to the Contract Administrator.
16

17 B. The Committee's review will consider, but not be limited to, how well the
18 CONTRACTOR has performed in the following areas:
19

- 20 1. Compliance with this Agreement;
- 21 2. Operational and financial areas;
- 22 3. Effectiveness of CONTRACTOR's quality improvement program in
23 achieving demonstrable improvements in the performance and efficiency of
24 the system;
- 25 4. Cooperation of management in assisting the EMS Agency with system
26 operation and enhancements;
- 27 5. Number of substantiated complaints filed against CONTRACTOR and the
28 manner in which CONTRACTOR handled them;
- 29 6. Extent of CONTRACTOR's community involvement;
- 30 7. Consistency in maintaining and/or improving its professional image;
- 31 8. Integration of community and employee input;
- 32 9. Level of cooperation between the CONTRACTOR and other participants
33 within the EMS System.
34

35 **1.4 Contract Service Area**

36
37 COUNTY hereby grants CONTRACTOR the exclusive right to provide emergency ground
38 ambulance services within the Contract Area, hereinafter referred to as "Exclusive Operating
39 Area," or, "EOA", consisting of the entire incorporated and unincorporated areas contained
40 within the political boundaries of the County of San Benito. The Exclusive Operation Area for
41 emergency ground ambulances is detailed on the map attached hereto as **Exhibit A**. The
42 Exclusive Operating Area, as mapped in **Exhibit A**, is divided for response time purposes into
43 "Urban," "Rural," "Wilderness," and "Wilderness/Remote" zones. COUNTY shall not permit
44 and other provider of ambulance services to respond to medical calls within the Exclusive
45 Operating Area requiring emergency dispatch as defined in 42 CFR Section 414.605 and /or in
46 the dispatch protocols, regardless of whether such calls are placed through the 9-1-1 system or to
47 a seven digit number. COUNTY shall require that all such emergency calls, including those
48 received on seven digit numbers, be routed to CONTRACTOR as provided in the dispatch
49 protocols.
50
51

1 **1.5 Notices**

2
3 All notices, demand, requests consents, approvals, waivers, or communications (“notices”) that
4 either party desires or is required to give to the other party or any other person shall be in writing
5 any either personally delivered or sent by prepaid postage first class mail. Notices shall be
6 addressed as appears below for each party, provided that if either party gives notice of a change
7 of name or address, notices to the giver of that notice shall thereafter be given as demanded in
8 that notice.
9

10 CONTRACTOR: Chief Operating Officer
11 American Medical Response West
12 7575 South Front Road
13 Livermore, CA 94550
14

15 With Mandatory Copy To:

16
17 Legal Department
18 American Medical Response, Inc.
19 6200 South Syracuse Way, Suite 200
20 Greenwood Village, CO 80111
21

22 COUNTY: Emergency Medical Services Agency Administrator
23 San Benito County
24 1111 San Felipe Road, Suite 102
25 Hollister, CA 95023
26

27 **SECTION 2**
28 **ROLES AND RESPONSIBILITIES**

29
30 **2.1 COUNTY’s Functional Responsibilities**

31
32 COUNTY seeks to ensure that reliable, high quality pre-hospital emergency medical care and
33 transport services are provided on an uninterrupted basis. To accomplish this purpose, COUNTY
34 will:
35

- 36 A. Provide a physician licensed in California as EMS Medical Director who will review
37 CONTRACTOR’s clinical performance, provide assistance in maintaining and
38 improving the quality of CONTRACTOR’s clinical performance, provide medical
39 control, and assure medical accountability throughout the planning, implementation
40 and evaluation of the EMS System;
- 41
42 B. Oversee and enforce the CONTRACTOR’s rights as the sole provider of ALS 9-1-1
43 prehospital emergency medical care and ground ambulance transport services within
44 the Exclusive Operating Area;
- 45
46 C. Oversee, monitor and evaluate contract performance and compliance;
- 47
48 D. Provide dispatch services through the COUNTY’s designated communications center
49 including the use of Hollister Fire Channel as primary and Med-Net Channel 1 as
50 secondary channel;
- 51

- 1 E. Review and take appropriate action on any proposal for change to improve or realign
2 the EMS dispatch, CONTRACTOR deployment, and/or EMS system management
3 functions;
4
- 5 F. Provide CONTRACTOR access to CAD data for System Status Planning proposed
6 and response time reporting.
7

8 **2.2 Contractor's Functional Responsibilities**

9

10 During the term of this Agreement, CONTRACTOR will:

- 11
- 12 A. Provide prehospital emergency medical care and transport services in response to
13 medical 9-1-1 calls within the EOA twenty-four (24) hours each day, seven (7) days a
14 week, 365 days per year without regard to the patient's financial status;
15
- 16 B. CONTRACTOR is mandated to and shall respond to all requested for services using
17 an Advanced Life Support ("ALS") Ambulance and shall provide two ALS
18 ambulance units and crews ready to respond to any medical 9-1-1 call. Each ALS
19 Ambulance shall be staffed with two personnel, at least one of whom shall be
20 licensed as a Paramedic and the second of whom shall be licensed or certified at the
21 level of EMT or higher. CONTRACTOR's personnel, shall at all times be
22 appropriately credentialed, certified, licensed and/or county accredited to cover the
23 required duty hours described in Section 2.2 A;
24
- 25 C. Provide a third ALS resource, a Quick Response Vehicle (QRV), to respond to calls
26 within Hollister Hills SVRA on weekends and holidays, and during periods of high
27 demand identified by status management and operational needs. The QRV shall be
28 staffed with one licensed Paramedic. CONTRACTOR's personnel shall at all times
29 be appropriately credentialed, certified, licensed and/or county accredited to cover the
30 required duty hours described in Section 2.2 A;
31
- 32 D. Utilize, and be responsible for the maintenance of a COUNTY approved electronic
33 EMS Data System for the purpose of creating Patient Care Reports (PCR's), for
34 capturing EMS System and relevant patient data and mortality & morbidity
35 outcomes;
36
- 37 E. Develop, implement and revise, as needed, system status strategies and deployment
38 plans; and secure new or replacement ambulance post locations as CONTRACTOR
39 deems necessary;
40
- 41 F. Provide ambulances, equipment, facilities, supplies, replacements and maintenance
42 used by the CONTRACTOR;
43
- 44 G. Establish a recruitment, hiring and retention system consistent with ensuring a quality
45 workforce of clinically competent employees that are currently certified, licensed
46 and/or accredited;
47
- 48 H. Comply with all training requirements established by the State of California, and all
49 applicable policies and procedures established by the San Benito County EMS
50 Agency;
51

- 1 I. Maintain neat, clean, and professional appearance of all personnel, facilities and
2 equipment;
3
4 J. Develop, negotiate and maintain hospital/ambulance policies, patient “exchange”
5 policies, equipment exchange program, and maintain good working relations with all
6 first responder, hospital and health care provider organizations and personnel;
7
8 K. Submit data and records requested including financial reports, which are supported by
9 documentation or other verifiable information, as required by the COUNTY;
10
11 L. Mutual Aid & Automatic Aid Agreements – CONTRACTOR shall develop and
12 maintain mutually beneficial support agreements with neighboring Ambulance
13 Services, subject to approval by the EMS Agency.
14

15 **SECTION 3**
16 **DEPLOYMENT**

17
18 **3.1 Deployment Plan**
19

- 20 A. Deployment Parameters - All CONTRACTOR ambulance responses under the terms
21 of this Agreement with the COUNTY shall be dispatched by COUNTY’s designated
22 communications center or in compliance with agreements, policies and protocols
23 established by the COUNTY. Existing policies used by the CONTRACTOR can be
24 substituted as annexes to describe their operation. Deployment plans should include:
25
26 1. Specify proposed locations of ambulances and numbers of vehicles to be
27 deployed during each hour of the day and day of the week.
28 2. Describe 24 hour and system status management strategies.
29 3. Describe mechanisms to meet the demand for emergency ambulance response
30 during peak periods or unexpected periods of unusually high call volume.
31 4. Include a map identifying proposed ambulance station or post locations.
32 5. Describe the full-time and part-time work force necessary to fully staff
33 ambulances identified in the deployment plans.
34 6. Describe any planned use of on-call crews.
35 7. Describe any mandatory overtime requirements
36 8. Describe how workload shall be monitored for personnel assigned to 8-hour,
37 12-hour, 24-hour and 48-hour units.
38 9. Describe record keeping and statistical analyses to be used to identify and
39 correct response time performance problems.
40 10. Describe any other strategies to enhance system performance and/or
41 efficiency through improved deployment/redeployment practices.
42

43 **3.2 On-going Deployment Plan Requirements**
44

45 A current deployment plan shall be filed with COUNTY as part of the Reporting Requirements
46 shown in **Exhibit B**. The CONTRACTOR shall redeploy ambulances or add additional
47 ambulance hours if the response time performance standard is not met or other demographics
48 exist that affect deployment change.
49

50 The CONTRACTOR will use best efforts to submit proposed permanent changes in the
51 deployment plan in writing to COUNTY 30 days in advance.

1 **3.3 Annual Review of Deployment**

2
3 Each year, as part of the Annual Reporting process, CONTRACTOR will review their current
4 Deployment Plan. The purpose of this review is to ensure that the most effective resource
5 deployment methodologies to satisfy the required Response and Operational requirements
6 identified in this Agreement are being utilized.
7

8 **SECTION 4**
9 **OPERATIONS**

10
11 **4.1 Response Time Standards**

12
13 A. Response Time Performance – System response times are a key measurement of
14 performance. This measurement is the determining factor which drives the placement
15 and redeployment of the system’s resources throughout the entire system.
16

17 B. Geographical Response Zones

18
19 1. Compliance with response times in this Agreement is measured by meeting
20 the performance criteria for a single aggregate zone after combining the four
21 geographic zones below. For clarity, there is only one compliance
22 measurement a month. The following response time zones are recognized for
23 this Agreement.
24

- 25 a. Urban: All emergency calls within the San Benito County Urban Area
26 identified on Map A must be responded to in ten (10) minutes or less.
- 27 b. Rural: All emergency calls within the San Benito County Rural Area
28 identified on Map A must be responded to in thirty (30) minutes or
29 less.
- 30 c. Wilderness: All emergency calls within the San Benito County
31 Wilderness identified on Map A must be responded to in ninety (90)
32 minutes or less.
- 33 d. Wilderness (Remote): All emergency calls within the San Benito
34 County Wilderness (Remote) Area identified in Map A must be
35 responded to in one hundred twenty (120) minutes or less.
36

37 C. Response Time Compliance Standard - CONTRACTOR will be deemed to be in
38 compliance with response time standards if ninety percent (90%) or more of all 9-1-1
39 emergency events in which a ground transport ambulance arrives on scene, measured
40 monthly, meet the specified response times. For purposes of calculating response
41 times, times are measured in minutes and seconds from the time of dispatch to the
42 time unit arrives on scene (or at the designated Staging Area) with wheels stopped.
43 E.g., “10 Minutes” = 10m:00s. “10m:01s” is late.
44

45 D. Response Times Determined – “Response Times” are determined by using
46 information contained in, and reported by, COUNTY’s designated communications
47 center, “Response Time” is the elapsed time difference, measured in minutes and
48 seconds, between “Dispatch” and “Arrival” times.
49

- 50 1. Each incident will be counted as a single response regardless of the number of
51 units that respond.

- 1 2. The CONTRACTOR shall use its best effects to minimize variations or
2 fluctuations in response time performance.
3

4 E. Response Time Exemptions – In some cases late responses will be excused from
5 response time compliance reports. Examples of exemptions include:
6

- 7 1. Failure by the dispatcher to give accurate location information (including
8 address or cross street) to responding unit;
9 2. Weather conditions which impair visibility or create other unsafe driving
10 conditions;
11 3. Wrong address or unrecognizable location description provided by the
12 requesting party;
13 4. Disrupted voice or radio transmission beyond the control of CONTRACTOR
14 or COUNTY’s designated communications center;
15 5. Material change in dispatch location after the initial dispatch is recorded as
16 dispatched;
17 6. COUNTY’s communications center failure to follow the CONTRACTOR’s
18 written automated System Status Management plan that directly affects the
19 response time of the call;
20 7. Call in which CONTRACTOR’s responding crew believe the delay in their
21 timely arrival to the call was outside their control documented by the crew;
22 8. Unavoidable delays caused by road construction and/or closure;
23 9. Absence of units from CONTRACTOR’s San Benito County system
24 deployment during time of declared disaster in contiguous county, as
25 approved by the Contract Administrator; and,
26 10. Periods in which the COUNTY’s designated communications center computer
27 aided dispatch (CAD) system is not operable and/or dispatch equipment
28 failure disrupts the transmission recording of an incident.
29

30 Exemptions shall be considered on a case-by-case basis. CONTRACTOR shall file a
31 request for each response time exemption on a monthly basis with the San Benito
32 County EMS Agency within twenty (20) business days of the end of the previous
33 month. Such request shall list the date, the time, and the specific circumstances
34 causing the delayed response. COUNTY shall have ten (10) business days to review
35 and respond after which time the report will be deemed acceptable.
36

37 Exemptions may be granted for instances of “move-up and cover” or “mutual aid”
38 consistent with EMS Policy and Procedure.
39

40 F. Response Time Compliance & Late Call Report
41

- 42 1. Response Time Compliance Report – Within 10 business days following the
43 end of each month, COUNTY shall submit a written Response Time
44 Compliance Report to CONTRACTOR which identifies Response Time
45 compliance and late calls for the previous month. Response Times are
46 determined by using information contained in, and reported by the
47 CONTRACTOR and COUNTY’s designated communications center. Only
48 emergency calls for service will be used to calculate Response Time
49 Compliance. See Subsection D “Response Times Determined” above.
50

- 1 2. Late Call Report – With ten (10) business days following the receipt of
2 COUNTY’s Response Time Compliance Report, CONTRACTOR shall
3 submit a written report to the San Benito County EMS Agency identifying
4 each emergency response which did not meet response time standard, and
5 each failure to properly report times necessary to determine response time and
6 on-scene time.
7

8 **4.2 Use of EMS Aircraft**
9

- 10 A. EMS Aircraft – The COUNTY reserves the right to allow EMS Aircraft to operate in
11 the Exclusive Operating Area for the purpose of providing air transportation services
12 for both immediate and scheduled responses. Prehospital utilization of EMS Aircraft
13 is based upon San Benito County EMS Agency Policies and Procedures. The
14 Contractor shall comply with San Benito County EMS Agency Policies and
15 Procedures regarding the use of EMS Aircraft.
16

17 **4.3 Standby and Special Events**
18

19 A. Standby and Special Events

- 20 1. When requested by a public safety agency, CONTRACTOR shall furnish
21 standby coverage at emergency incidents within the EOA at the request of the
22 on-scene Incident Commander (IC), if in the opinion of the IC, the situation
23 poses significant potential danger to the personnel of the requesting agency or
24 to the general public.
25 2. If the sponsor of a special event requests a dedicated standby ambulance at an
26 event, CONTRACTOR shall enter into a separate agreement with the sponsor
27 for the provision of and payment for such services. On-duty 9-1-1 EMS
28 System ambulances shall not be used for special event coverage.
29 3. CONTRACTOR shall not be precluded from performing other outside work at
30 approved rates, such as non-emergency medical transfers.
31 4. Nothing herein shall excuse CONTRACTOR from satisfying its obligations
32 under the terms of this Agreement. Expense for use of dedicated system
33 equipment and revenues generated will be reported as described in Section 9 –
34 Fiscal Requirements.
35

36 **4.4 Dispatch Requirements**
37

- 38 A. Dispatch – The CONTRACTOR will be dispatched through the COUNTY’s
39 designated communications center.
40

- 41 B. Dispatch Fees – For the term of this Agreement, COUNTY agrees to be financially
42 responsible for all EMS dispatch fees and related services provided by COUNTY’s
43 designated communications center.
44

- 45 1. This provision does not preclude CONTRACTOR from seeking to improve
46 EMS dispatch service levels by providing such services internally or via other
47 means such as outside service contracts. Any migration of dispatch services
48 from COUNTY’s designated communications center to another dispatch
49 center shall be negotiated with and pre-authorized by COUNTY.

- 50 C. Dispatch Performance/QI Program – Recognizing the critical importance
51 communications plays in EMS system performance and the CONTRACTOR’s ability

1 to fulfill its obligations, COUNTY and CONTRACTOR agree that the COUNTY's
2 designated communications center will have specific performance standards for EMS
3 dispatch that are measurable. CONTRACTOR may participate in defining these
4 performance standards.
5

- 6 D. Communications Equipment – CONTRACTOR shall provide and maintain in good
7 operating condition, communication equipment consistent with county policies and
8 procedures. Such communications equipment shall be compatible with existing
9 COUNTY's communications center equipment, and remain so during the period of
10 this Agreement.
11

12 **4.5 Equipment and Supplies**

13

- 14 A. Ambulances – All ambulances used under the contract shall be Type I,II, or III, shall
15 be in good condition, and shall meet or exceed the current federal KKK standards at
16 the time of the vehicles' original manufacture, except where such standards conflict
17 with State of California standards, in which case the state standards shall prevail. All
18 such ambulances shall also meet or exceed the equipment standards of the State of
19 California. All ambulances performing emergency response under this Agreement
20 will be permitted annually by the COUNTY. As part of CONTRACTOR's Annual
21 Report, CONTRACTOR shall provide to COUNTY a complete listing of all
22 ambulances (including reserve ambulances) proposed to be used in the performance
23 of the Agreement, including their license and vehicle identification numbers, and the
24 name and address of the lien holder, if any. Changes in the lien holder, as well as the
25 transfer of ownership, purchase, or sale of ambulances used under the contract shall
26 be reported to the COUNTY.
27

28 CONTRACTOR shall provide a minimum of two (2) reserve ALS-ready ambulances
29 within the Exclusive Operating Area that are fully stocked with equipment and
30 supplies at all times.
31

- 32 B. Ambulance Equipment and Supplies – Each ambulance shall, at all times, maintain an
33 equipment and supply inventory sufficient to meet federal, state, and local
34 requirements for ALS level ambulances, including the requirements of County EMS
35 Policies and Procedures. CONTRACTOR shall be responsible for stocking all
36 expendable supplies including medications.
37

38 All medical equipment shall be in good repair and in safe working order at all times.
39 CONTRACTOR shall maintain, within the Exclusive Operating Area, a surplus of all
40 required supplies sufficient to sustain operations for a minimum of fifteen (15) days.
41

42 Contractor shall ensure that each ambulance unit utilized in the performance of
43 services in the EOA under this Agreement is equipped in accordance with the
44 following:
45

- 46 1. Each ambulance shall be equipped with emergency communication and
47 alerting devices.
- 48 2. Each ambulance shall be equipped with the ability to communicate at all times
49 (except where the ambulance is in a remote wilderness area or other
50 inaccessible area) with COUNTY's designated communications center, Base
51 Hospital, fire agencies, and public safety agencies.

3. Each ambulance shall be equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need.
4. Each ambulance shall be equipped with radio communications equipment compatible with the COUNTY's designated communications center equipment sufficient to meet or exceed the requirements of County Policies and Procedures.

CONTRACTOR's Annual Report to COUNTY shall include an Equipment Replacement Plan consisting of, but not be limited to, the number of ambulances and a listing of the durable equipment that is scheduled to be removed from front-line service in that year consistent with CONTRACTOR's judgment, policies and industry standards.

C. Controlled Substances – CONTRACTOR shall have controlled substance policies and procedures consistent with Drug Enforcement Administration (DEA) requirements to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted by Contract Administrator to be carried and utilized in the provisions of ALS by paramedics.

1. The EMS Medical Director and Contract Administrator shall approve all controlled substance policies and procedures.
2. Any incident of non-compliance with controlled substance policies and procedures shall be reported immediately to the Contract Administrator.

D. Safety – CONTRACTOR shall provide its personnel with all required training, equipment and personal protective equipment (PPE) necessary to ensure protection from illness or injury when responding to an emergency medical request.

E. Vehicle Maintenance Program – CONTRACTOR's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency response service.

CONTRACTOR shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise its performance, shall be immediately removed from service.

CONTRACTOR shall submit a vehicle maintenance program and locations of maintenance services in writing to the COUNTY. Records of vehicle maintenance shall be submitted to COUNTY as part of CONTRACTOR's Annual Report.

Appearance of vehicles shall be excellent. CONTRACTOR shall repair all damage to ambulances in a timely manner.

4.6 Disaster Preparedness

A. Disaster Plan – CONTRACTOR shall have a plan for the immediate recall of personnel to staff units during multi-casualty incidents, times of peak overload, or declared disaster situations. This plan shall include the ability of CONTRACTOR to page and alert off-duty personnel. CONTRACTOR shall participate in training

1 programs and exercises designed to upgrade, evaluate, and maintain readiness of the
2 system's disaster and multi-casualty response system.
3

4 To the extent that CONTRACTOR has units available, but consistent with its primary
5 responsibility to provide ambulance and emergency medical services in the Exclusive
6 Operating Area, CONTRACTOR, with COUNTY approval, shall render immediate
7 "instant aid" and "mutual aid" to those providers of emergency medical services
8 operating within adjacent areas in order to ensure that timely emergency medical
9 services are rendered to persons in need of such services within those areas.
10

11 B. Disaster Planning – CONTRACTOR shall actively participate with COUNTY in
12 disaster planning. CONTRACTOR shall designate a representative who shall
13 regularly attend meetings and shall be the liaison for disaster activities with the
14 COUNTY and with other agencies. CONTRACTOR shall provide field personnel
15 and transport resources for participation in any county disaster drill in which the
16 County Emergency Operations Plan or Multi-Casualty Incident Plan is tested.
17

18 C. Disaster Response – If a disaster declaration is made, COUNTY may suspend normal
19 operations and CONTRACTOR shall respond in accordance with the Emergency
20 Operations Plan. The following provisions may apply, as determined by COUNTY,
21 during and after a disaster:
22

- 23 1. During such periods CONTRACTOR may be released, at the discretion of
24 COUNTY, from response time performance requirements for all responses.
25 At the scene of such disaster, CONTRACTOR personnel shall perform in
26 accordance with the county Emergency Operations Plan.
- 27 2. When disaster response has been terminated, CONTRACTOR shall resume
28 normal operations as rapidly as is practical considering exhaustion personnel,
29 need for restocking and other relevant considerations and shall keep County
30 informed of factors that limit CONTRACTOR's ability to resume normal
31 operations.
- 32 3. During the course of a disaster, CONTRACTOR shall use its best efforts to
33 maintain emergency service throughout the EOA and shall suspend or ration
34 non-emergency transport work as necessary.
- 35 4. COUNTY shall assist CONTRACTOR in seeking reimbursement for its costs
36 for any disaster relief monies. Such assistance shall be limited to processing
37 claims for reimbursement equal to 100% of the direct cost of the services, or
38 the allowable standby charge provided for herein, whichever is greater.
39 COUNTY shall have no financial responsibility for these cost or charges other
40 than to provide assistance in processing the claim(s) for payment.
41

42 4.7 System Committee Participation

43

44 CONTRACTOR shall designate appropriate personnel to participate in committees that have a
45 direct impact on Emergency Medical Services for COUNTY.
46

47 4.8 Community Education/Prevention

48

49 CONTRACTOR shall participate in the EMS system's public education and information
50 program including press relations, explanations regarding rates, regulations and system

1 operations, increasing public awareness and knowledge of the EMS system,
2 injury/mortality/morbidity prevention/reduction, and general health and safety promotion.

3
4 CONTRACTOR is encouraged to offer a variety of public education programs, including, but
5 not limited to, EMS system use, Layperson CPR, disaster preparedness, injury prevention, seat
6 belt and helmet use, and infant/child car seats. Other appropriate activities might include blood
7 pressure screening, speaking to community groups, and programs for school children and
8 adolescents. CONTRACTOR shall work collaboratively with other public safety and EMS
9 related groups such as the American Heart Association, the American Red Cross, and health care
10 organizations to plan and provide public education programs.

11
12 As part of the Annual Report, CONTRACTOR shall provide COUNTY a report outlining all
13 community education activities over the preceding twelve (12) month period.

14
15 **SECTION 5**
16 **PERSONNEL**

17
18 **5.1 Clinical and Staffing Standards**

19
20 COUNTY expects that the provision of emergency ambulance services shall conform to the
21 highest professional standards and shall comply with all applicable state laws and regulations,
22 and County EMS Policies, Procedures and Field Treatment Guidelines. All persons employed
23 by CONTRACTOR in the performance of work under this contract shall be competent and
24 holders of appropriate and currently valid certificates/licenses/accreditations in their respective
25 trade or profession. CONTRACTOR shall be held accountable for ensuring that at all times its
26 employees maintain current and valid credentials including state and local EMS Agency-issued
27 EMT certification, paramedic licensure and county accreditation as well as its employees'
28 performance and actions.

29
30 Patient privacy and confidentiality shall be protected. Employees shall not disclose patient
31 medical information to any person not providing medical care to the patient.

32
33 A. Ambulance Staffing – CONTRACTOR shall, at all times, staff each ambulance with
34 two persons; at least one of whom shall be licensed as a paramedic in the State of
35 California and accredited in San Benito County; and the second of whom shall be
36 certified at the level of EMT or higher as defined in the California Health and Safety
37 Code and the California Code of Regulations.

38
39 B. Management and Supervision

- 40 1. CONTRACTOR shall provide the management personnel necessary to
41 administer and oversee all aspects of emergency ambulance service including
42 oversight of subcontracts.
43 2. There will be a minimum of one (1) Field Supervisor or his/her designee, or a
44 management representative on duty within the Exclusive Operating Area at all
45 times. The supervisor will manage CONTRACTOR's personnel, ambulance
46 deployment and operations and will be available as a resource.
47 3. The supervisor will maintain close contact with on-duty supervisory personnel
48 at COUNTY's designated communications center and the first responder
49 agencies whenever necessary.
50 4. In addition to responding to the needs of the CONTRACTOR, the supervisor
51 shall immediately (except where the supervisor may be on a call already)

1 respond at all times to any request by the COUNTY or public safety personnel
2 from the EOA and shall be authorized to act on behalf of the CONTRACTOR.
3

4 C. Required Licenses & Certifications – CONTRACTOR shall follow San Benito
5 County EMS policies and procedures regarding the licensure, certification and
6 accreditation requirements of its employees who are eligible to work in the County.
7

8 D. Annual Infrequently Used Skills Training – Paramedics accredited in the county shall
9 regularly practice skills and use of mediations listed in the COUNTY’s scope of
10 practice for paramedic, prior to performing these skills on patients in the field setting.
11 Additionally, EMT’s employed by CONTRACTOR shall participate in the practice
12 and training sessions. Annually the Prehospital Advisory Committee (PAC) approves
13 a list of infrequently used skills that are to be refreshed. A minimum of four (4) hours
14 each year shall be allocated for each paramedic and EMT to refresh infrequently used
15 skills identified by PAC. CONTRACTOR shall be responsible for conducting the
16 annual Infrequently Used Skills training session, to be held each January of the
17 contract year, and ensure that paramedics and EMT’s assigned to ALS ambulances
18 complete this required training.
19

20 E. Orientation of New Personnel – CONTRACTOR shall ensure that field personnel are
21 properly oriented before being assigned to respond to emergency medical requests.
22 The orientation shall include, at a minimum, the following:
23

- 24 1. EMS system overview;
- 25 2. EMS Policies and Procedures;
- 26 3. Radio communications with and between the CONTRACTOR, Base Hospital,
27 receiving hospitals, and COUNTY’s designated communications center;
- 28 4. Map reading skills (including key landmarks), routes to hospitals and other
29 major receiving facilities, emergency response areas within the county and in
30 surrounding areas; and
- 31 5. Ambulance equipment utilization and maintenance, in addition to
32 CONTRACTOR’s policies and procedures.
33

34 CONTRACTOR shall submit an Employee Orientation Program for approval by the
35 Contract Administrator. CONTRACTOR shall notify Contract Administrator in
36 writing of any changes made to the Program and will submit, as part of Contractor’s
37 Annual Report, a report listing all new employee orientation activities for the
38 preceding twelve (12) months.
39

40 F. In-Service Training, Continuing Education and Driver Training – CONTRACTOR
41 shall have a program for ensuring personnel are prepared to respond to emergency
42 requests through in-service training, continuing education (CE) and driver training.
43 As part of the Annual Report, according to **Exhibit C**, CONTRACTOR list offerings
44 during the previous year.
45

46 G. Preparation for Multi-Casualty Incident (MCI) Response – CONTRACTOR shall
47 ensure that all ambulance personnel/supervisory staff are trained and prepared to
48 assume their respective roles and responsibilities under COUNTY EMS MCI Plan as
49 well as the COUNTY’s Emergency Operations Plan. While responding to a declared
50 MCI, CONTRACTOR’s personnel shall perform as part of the Incident Command

1 System (ICS) structure and in accordance with Standardized Emergency Management
2 System (SEMS) legislation.

3
4 County will provide the current MCI Plan to CONTRACTOR and will notify
5 CONTRACTOR of changes to the plan as they occur.

6
7 **5.2 Compensation/Working Conditions for Ambulance Personnel**

8
9 A. Work Schedules and Conditions – CONTRACTOR shall utilize reasonable work
10 schedules and shift assignments to provide reasonable working conditions for ambulance
11 personnel. CONTRACTOR shall ensure that ambulance personnel working extended
12 shifts, part time jobs, voluntary or mandatory overtime, are not fatigued to an extent
13 which might impair their judgment or motor skills. CONTRACTOR shall demonstrate
14 that these personnel are provided sufficient rest periods to ensure that personnel remain
15 alert and well rested during work periods. As part of CONTRACTOR’s Annual Report,
16 CONTRACTOR shall submit an employee turnover report to the COUNTY.

17
18 B. Compensation/Fringe Benefits – COUNTY expects CONTRACTOR to provide
19 reasonable compensation and benefits in order to attract and retain experienced and
20 highly qualified personnel. Wages and benefits for personnel shall be in accordance with
21 the schedule in the union agreement. COUNTY encourages CONTRACTOR to establish
22 creative programs that result in successful recruitment and retention of personnel.
23 CONTRACTOR shall demonstrate, initially and throughout the term of Contract, that the
24 compensation program provides the incentive to attract and retain skilled and motivated
25 employees.

26
27 C. New Employee Recruitment and Screening Process – CONTRACTOR shall operate an
28 aggressive, stringent, and comprehensive program of personnel recruitment and screening
29 designed to attract and select field personnel.

30
31 D. Employee Records – CONTRACTOR shall maintain current records related to their
32 employees’ paramedic state licensure and county accreditation and EMT certification.

33
34
35 On a quarterly basis, CONTRACTOR shall provide COUNTY with a list of paramedics
36 and EMT’s currently employed by the CONTRACTOR. Information shall include, but
37 not be limited to:

- 38
39 1. Name, address, telephone number;
40 2. California Paramedic license number and expiration date;
41 3. ACLS expiration date;
42 4. PALS expiration date;
43 5. BLS CPR (AHA “Healthcare Provider” or equivalent) expiration date;
44 6. EMT certification number and expiration date; and
45 7. Government-Issued Identification.

46
47 Information necessary to keep this list current shall be updated at least quarterly consistent
48 with the ongoing reporting schedule in **Exhibit C**.

1 E. Critical Incident Stress Debriefing (CISD) – The nature of work in emergency medical
2 services produces stress in providers. COUNTY prefers a CISD program that is
3 integrated with programs used by other COUNTY prehospital personnel.
4 CONTRACTOR shall maintain a Critical Incident Stress Debriefing program and an on-
5 going stress reduction program for its employees.
6

7 **5.3 Safety and Infection Control**

8

9 A. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines
10 for safety and infection control, including bloodborne pathogens, and that there are no
11 enforcement actions, litigation, or other legal or regulatory proceedings in progress or
12 being brought against CONTRACTOR as a result of non-compliance with such
13 guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status
14 of any of the assertions in this paragraph change or come into question.
15

16 B. CONTRACTOR shall, upon request, furnish documentation satisfactory to
17 COUNTY's Health Officer, of the absence of tuberculosis disease for any employee
18 or volunteer who provides services under this Agreement.
19

20 C. CONTRACTOR shall, upon request, furnish COUNTY a copy of their
21 Communicable Disease Policy and any changes to that policy throughout the term of
22 this Agreement.
23

24 **SECTION 6**

25 **QUALITY/PERFORMANCE**

26

27 **6.1 Continuous Quality Improvement Program**

28

29 A. CQI Program – CONTRACTOR shall establish a comprehensive Continuous Quality
30 Improvement (CQI) Program and shall be approved by COUNTY. CONTRACTOR's
31 CQI Program shall be designed to interface with COUNTY's evolving CQI Program
32 and shall include participation in EMS System-related CQI activities.
33 CONTRACTOR's CQI Program shall be an organized, coordinated and
34 multidisciplinary approach to the assessment of prehospital emergency medical
35 response and patient care for the purpose of improving patient care service and
36 mortality and morbidity outcomes. The CQI Program should not be limited to clinical
37 functions alone. For example, response times should be addressed within the program
38 as well as matters such as customer surveys and complaints. The program should
39 include methods to measure performance, identify areas for improvement, and how
40 such improvements can be implemented and then evaluated. The program shall
41 describe customer services practices, including how customer satisfaction is
42 determined and how customer inquiries or complaints are handled.
43

44 As part of CONTRACTOR's Annual Report, CONTRACTOR shall submit an update
45 to the COUNTY to show compliance with their approved CQI Program and any
46 identified areas of its operations which require improvement.
47

48 B. Clinical & Education Services (CES) Coordinator – CONTRACTOR will employ a
49 CES Coordinator to manage quality improvement and training programs. The CES
50 Coordinator or his/her designee will be the key clinical liaison to the San Benito
51 County EMS System, working with first responder agencies and COUNTY

1 committees to ensure system clinical excellence. The CES Coordinator or his/her
2 designee will be responsible for the coordination and execution of all clinical
3 education and training programs for CONTRACTOR.
4

5 C. Inquiries and Complaints – CONTRACTOR shall provide prompt response and
6 follow-up to all inquiries and complaints, regardless of the source.
7

8 D. Unusual Occurrences and Complaints – CONTRACTOR shall complete a report to
9 the Contract Administrator with 48 hours by all parties involved in an unusual clinical
10 occurrence as per County Policy. CONTRACTOR shall immediately notify the
11 Contract Administrator of potential violations of the California Health and Safety
12 Code, California Code of Regulations, Title 22, or local EMS Agency Policies.
13

14 CONTRACTOR shall maintain a database of non-clinical unusual
15 occurrences/complaints including tracking, trending and resolution. All billing
16 complaints will also be included in the database. CONTRACTOR shall provide a
17 report to contract Administrator of all non-clinical complaints consistent with the
18 quarterly report schedule in **Exhibit C**. Clinical unusual occurrences/complaints and
19 non-clinical unusual occurrences will be tracked separately.
20

21 **SECTION 7**
22 **DATA AND REPORTING**
23

24 **7.1 Electronic EMS Data System Hardware and Software**
25

26 CONTRACTOR shall utilize and be fully responsible for the maintenance of the electronic EMS
27 data system including all related software and hardware.
28

29 **7.2 Electronic EMS Data System Use and Reporting Responsibilities**
30

31 The COUNTY approved electronic EMS data system shall be used for creating Patient Care
32 Reports (PCRs), documentation of patient medical records and outcomes, Continuous Quality
33 Improvement Program, EMS System data, and for reporting aggregate data as specified in the
34 California Health and Safety Code and California Code of Regulations, Title 22.
35

36 The central repository for EMS data shall be at the EMS Agency office. Records contained
37 within the database shall be secure and confidential. Access to actual database records shall be
38 restricted to select entities (e.g. EMS program staff, CONTRACTOR’s CQI designated
39 personnel).
40

41 **7.3 Prehospital Care Reports**
42

43 CONTRACTOR shall complete appropriate documentation and Prehospital Care Reports
44 according to County EMS Agency Policy and Procedure. The COUNTY will provide
45 CONTRACTOR with any proposed changes to the County EMS Policy and Procedures thirty
46 (30) days before implementation. If such proposed changes would create an adverse financial
47 impact upon CONTRACTOR, CONTRACTOR and COUNTY agree to negotiate in good faith a
48 revision to the fee structure accordingly.
49
50
51

1 **7.4 Audits and Inspections**
2

3 At any time during normal business hours, and as often as may reasonable be deemed necessary,
4 COUNTY's representatives, including EMS Agency representatives and the EMS Medical
5 Director, may observe CONTRACTOR's operations. Additionally, CONTRACTOR shall make
6 available (within a reasonable timeframe and advance written notice) for their examination and
7 audit all contracts (including union contracts), invoices, materials, payrolls, inventory records,
8 records of personnel (with the exception of confidential personnel records), daily logs, conditions
9 of employment, excerpts of transcripts from such records, and other data related to all matters
10 covered by this Agreement.

11 Consistent with applicable law and CONTRACTOR's policies, COUNTY representatives, may,
12 at any time, and without notification, directly observe CONTRACTOR's operation, ride as "third
13 person" on any of the CONTRACTOR's ambulance units, provided however, that in exercising
14 this right to inspection and observation, such representatives shall conduct themselves in a
15 professional and courteous manner, shall not interfere in any way with CONTRACTOR's
16 employees in the performance of their duties, and shall, at all times, be respectful of
17 CONTRACTOR's employer/employee relationship.
18

19 COUNTY's right to observe and inspect CONTRACTOR's business office operations or records
20 shall be restricted to normal business hours, except as provided above.
21

22 **7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191**
23

24 During the term of this Agreement, each party may receive from the other party, or may receive
25 or create on behalf of the other party, certain confidential health or medical information
26 (Protected Health Information "PHI", as further defined below). This PHI is subject to protection
27 under state and/or federal law, including the Health Insurance Portability and Accountability Act
28 of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U.S.
29 Department of Health and Human Services (HIPAA Regulations). Each party represents that it
30 has in place policies and procedures that will adequately safeguard any PHI it receives or creates,
31 and each party specifically agrees to safeguard and protect the confidentiality of Protected Health
32 Information consistent with applicable law. Without limiting the generality of the foregoing,
33 each party agrees that it shall have in place all policies and procedures required to comply with
34 HIPAA and the HIPAA Regulations prior to the date on which such compliance is required.
35 CONTRACTOR shall require subcontractors to abide by the requirements of this section.
36

37 For purposes of this section, Protected Health Information means any information, whether oral
38 or recorded in any form or medium: (a) that relates to the past, present or future physical or
39 mental health condition of an individual; the provision of health care to any individual; or the
40 past, present or future payment for the provision of health care to an individual, and (b) that
41 identifies the individual or with respect to which there is a reasonable basis to believe the
42 information can be used to identify the individual. This section shall be interpreted in a manner
43 consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to
44 PHI.
45
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1 **SECTION 8**
2 **ADMINISTRATIVE REQUIREMENTS**

3
4 **8.1 Performance Security**

5 Prior to commencement of operations under the terms and conditions of this Agreement,
6 CONTRACTOR shall obtain and maintain throughout the term of the contract, Performance
7 Security in the amount of \$500,000 in one of the following methods acceptable to the COUNTY.
8

- 9 A. A performance bond issued by an admitted surety licensed in the State of California
10 acceptable to COUNTY, provide that the language of such performance bond shall
11 recognize and accept the contract's requirements for immediate release of funds to
12 COUNTY upon determination by COUNTY that CONTRACTOR is in major breach
13 and that the nature of the breach is such that the public health and safety are
14 endangered, and recognizing that any legal dispute by CONTRACTOR or the
15 bonding company shall be initiated and resolved only after release of the performance
16 security funds to COUNTY; or
17
18 B. An irrevocable letter of credit issued by a bank or other financial institution in a form
19 acceptable to COUNTY which shall recognize and accept the contract's requirements
20 for immediate payment of funds to COUNTY upon determination by COUNTY that
21 CONTRACTOR is in major breach and that the nature of the breach is such that the
22 public health and safety are endangered, and recognizing that any legal dispute by the
23 CONTRACTOR or the creditor shall be initiated and resolved only after release of
24 the performance security funds to COUNTY; or
25
26 C. A combination of the above methods that is determined acceptable by COUNTY.
27

28 The performance bond or irrevocable letter of credit furnished by CONTRACTOR in fulfillment
29 of this requirement shall provide that such bond or letter of credit shall not be canceled for any
30 reason except upon thirty (30) calendar days written notice to COUNTY of the intention to
31 cancel said bond or letter of credit. CONTRACTOR shall, not later than twenty (20) days
32 following the commencement of the thirty-day notice period, provide COUNTY with
33 replacement security in a form acceptable to COUNTY. In the event that the guarantor/surety is
34 placed into liquidation or conservatorship proceedings, CONTRACTOR shall provide
35 replacement security acceptable to COUNTY within twenty (20) days of such occurrence.
36

37 The following shall be the conditions before the COUNTY may draw on the performance
38 security: (a) the COUNTY declares CONTRACTOR in Major Breach; (b) the CONTRACTOR
39 fails to cure the Major Breach within thirty (30) days; and (c) the COUNTY terminates the
40 Agreement.
41

42 **8.2 Insurance**
43

44 CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any
45 extensions thereof), shall obtain and maintain at minimum compliance with all of the following
46 insurance coverage(s) and requirements. Such insurance shall be primary coverage and
47 COUNTY shall not contribute to it. If CONTRACTOR utilizes one or more subcontractors in the
48 performance of this Agreement, CONTRACTOR shall obtain and maintain Independent
49 CONTRACTOR's Insurance for each subcontractor employed or otherwise provide evidence of
50 insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this
51 Agreement.

1 A. Types of Insurance and Minimum Limits

- 2 1. Worker's Compensation in the minimum statutorily required coverage
3 amounts.
4 2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used
5 in the performance of this Agreement, including owned, non-owned (e.g.
6 owned by CONTRACTOR's employees), leased or hired vehicles, in the
7 minimum amount of \$1,000,000 combined single limit per occurrence for
8 bodily injury and property damage with a \$10,000,000 umbrella policy.
9 3. Comprehensive or Commercial General Liability Insurance coverage in the
10 minimum amount of \$1,000,000 combined single limit, with a \$10,000,000
11 umbrella policy, including coverage for: (a) bodily injury, (b) personal injury,
12 (c) broad form property damage, (d) contractual liability, and (e) cross-
13 liability.
14 4. Professional Liability Insurance in the minimum amount of \$1,000,000
15 combined single limit with a \$10,000,000 umbrella policy.
16

17 **8.3 Business Office, Billing and Collection System**

18
19 CONTRACTOR shall utilize a billing and collections system that is well-documented and easy
20 to audit, which minimizes the effort required to obtain reimbursement from third party sources
21 for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal
22 billing claims.
23

24 **SECTION 9**
25 **FISCAL REQUIREMENTS**

26
27 **9.1 General Provisions**

- 28
29 A. As compensation for services, labor, equipment, supplies and materials furnished
30 under this Agreement, CONTRACTOR shall collect revenues as permitted in this
31 section.
32
33 B. All reports provided by CONTRACTOR shall be in accordance with generally
34 accepted accounting principles and be based on an accrual system.
35
36 C. For reporting purposes relative to this Agreement, COUNTY will recognize
37 CONTRACTOR's Fiscal Year of January 1 through December 31.
38
39 D. CONTRACTOR shall maintain copies of all financial statements, records and
40 receipts that support and identify operations for a minimum of five (5) years from the
41 end of the reporting period to which they pertain. CONTRACTOR will provide
42 COUNTY or their designee access to all records for analytical purposes.
43
44 E. Definitions and formulas pertinent to this section are found in Exhibit F.
45

46 **9.2 Billing and Collections**

- 47
48 A. CONTRACTOR Exclusive Right to Bill – CONTRACTOR shall be solely entitled to
49 perform and be responsible for performing billing of patients and third-party payors
50 for services provided hereunder. COUNTY shall not bill or permit any other party to
51 bill patients or third-party payors for services, including but not limited to transport,

1 first response or dispatch services provided in connection with an emergency call.
2 CONTRACTOR shall comply with all applicable laws governing billing and
3 collection, including but not limited to laws and regulations applicable to patients
4 covered by Medicare, Medicaid, Tricare and other public or private reimbursement
5 programs.
6

7 B. Rates – CONTRACTOR shall further comply with the rate requirements set forth by
8 the COUNTY in **Exhibit D**. CONTRACTOR shall only charge the rates set forth in
9 **Exhibit D** to patients and third party-payors. Further, CONTRACTOR shall not
10 discount its rates or collect a rate less than the rates set forth in **Exhibit D** (except
11 where required by law, e.g., Medicare or Medicaid or where a patient meets
12 CONTRACTOR’s Compassionate Care policy). Notwithstanding any other provision
13 of this Agreement, because this Agreement requires the CONTRACTOR to respond
14 at the ALS level to all emergency calls, the CONTRACTOR shall bill the ALS rate
15 except where required by law, e.g., Medicare or Medicaid.
16

17 C. Regular and Ordinary Rate Increase – A regular and ordinary rate increase will be
18 made on January 1st of each contract year (the first increase will be January 1, 2015).
19 County shall grant increases sufficient to meet the approved projected expenses plus
20 profit (see 9.3.A. below) or will provide other relief to CONTRACTOR.
21

22 D. Medicare – CONTRACTOR shall accept Medicare and Medi-Cal assignment.
23

24 9.3 Rate Increase

25

26 A. The Base Rate, Emergency Rate, Oxygen Rate and Mileage Rate set forth in **Exhibit**
27 **D** will routinely be increased on January 1st of each contract year to adjust for
28 inflation. No later than sixty (60) days prior to each adjustment date, the
29 CONTRACTOR may request Contract Administrator to increase the rates. The rate
30 increases shall be the greater of the following percentages:
31

- 32 1. 3 percent divided by the average collection rate from the current year in San
33 Benito County.
- 34 2. Percentage calculated from the following Consumer Price Index (CPI) factors
35 divided by the County’s average collection rate from the current year.
36 Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve
37 (12) month period for which published figures are then available for San
38 Francisco-Oakland-San Jose:
39 (i) 2 percent of the CPI – Transportation Index
40 (ii) 81 percent of the CPI – Medical Care Index
41 (iii) 16 percent of the CPI – All Item Index
42
43
44

45 Any rate increase made under this provision shall be approved in writing by Contract
46 Administrator for implementation and, when so approved, shall be considered as an
47 amendment to this Agreement.
48
49
50

1 B. Extraordinary Rate Increase – The Contract Administrator may approve an
2 extraordinary rate increase to the Base Rate, Emergency Rate, Oxygen Rate and
3 Mileage Rate set forth in **Exhibit D** if determined to be reasonable for the following
4 reasons:

- 5
6 1. The CONTRACTOR determines actual or reasonable projected substantial
7 financial hardship as a result of factors beyond its reasonable control,
8 provided that the COUNTY will have the right to review and/or audit any
9 books, medical billing accounts, medical records, productivity reports or
10 financial records of the CONTRACTOR as it deems necessary to verify such
11 hardship, or;
12
13 2. Changes in government third-party payor programs that result in significant
14 reduction in revenues for services rendered.
15

16 **9.4 Profit**

17
18 A. Annual Profit – CONTRACTOR’s annual profit will be capped at eight (8) percent of
19 net revenue. If revenues exceed this cap, a review of CONTRACTOR’s fee schedule
20 will be implemented by the Contract Administrator.
21

22 **9.5 Reporting Responsibilities**

23
24 A. Annual Budget – By February 1 of each year and consistent with the timeline shown
25 in **Exhibit E**, CONTRACTOR will submit an Annual Budget including a capital-
26 spending plan and a schedule of depreciation for all fixed assets.
27

28 B. Quarterly Reports – Before the end of the following month of each quarter and
29 consistent with the timeline shown in **Exhibit E**, CONTRACTOR shall submit a
30 quarterly report of revenue and expenditure totals by account and also submit a
31 quarterly schedule of gross charges and payments received by payor group in a
32 format approved by COUNTY.
33

34 C. Year-End Financial Report – Within 120-days of the close of CONTRACTOR’s
35 fiscal year, the CONTRACTOR shall submit to COUNTY:
36

- 37 1. An annual statement of revenue and expenditure totals by account in
38 accordance with the chart of accounts and reimbursement terms of this
39 Agreement. COUNTY recognizes that the annual statement of revenue and
40 expenditures will be an internally prepared system statement and will not be
41 audited. However, the COUNTY reserves the right to request
42 CONTRACTOR to provide audited financial statements. Expenses to provide
43 audited financial statements shall be shared equally, i.e., 50% / 50%, between
44 CONTRACTOR and COUNTY. If the cost to perform an audited financial
45 statement would create an adverse financial impact upon CONTRACTOR,
46 CONTRACTOR and the COUNTY agree to negotiate in good faith a revision
47 to the fee structure accordingly.
48
49
50
51

- 1 2. Additional information to include:
2 a. CONTRACTOR's general ledger for local operations.
3 b. Accounts receivable activity, patient billings and detailed support for
4 all adjustments and write-offs.
5 c. Detailed information and support documentation for all financial
6 reports.
7 d. Detailed activity and accounting information and supporting
8 documentation for any revenue generated by personnel and equipment
9 expensed in this Agreement.

10
11 D. Audited Financial Statements – CONTRACTOR will provide audited financial
12 statements with 120 days of any such request.

13
14 **SECTION 10**

15 **GENERAL CONTRACT REQUIREMENTS**

16
17 **10.1 Contract Termination**

18
19 A. Termination by Mutual Agreement. - Beginning in April 2015, and every April
20 thereafter for the duration of this contract, COUNTY and CONTRACTOR shall meet
21 to review the terms of the contract and the scope of service. The purpose of the
22 meeting shall be to discuss any adjustments or modifications to the contract necessary
23 to meet the needs of the COUNTY and CONTRACTOR. If COUNTY and
24 CONTRACTOR cannot reach an agreement on a requested modification either party
25 may terminate the contract by giving six (6) months advance written notice pursuant
26 to the provisions of Section 1.5.

27
28 B. Termination For Cause – COUNTY may terminate this Agreement in the event of
29 any Major Breach by CONTRACTOR as defined below. As a condition precedent to
30 termination by COUNTY, COUNTY shall provide CONTRACTOR with no less than
31 thirty (30) days advanced written notice citing, with specificity, the basis for the
32 Major Breach (the "Breach Notice"). In the event CONTRACTOR shall have cured
33 the Major Breach within such thirty (30) day period, or such longer period as may be
34 specified in the Breach Notice, this Agreement shall remain in full force and effect.
35 In the event COUNTY reasonably deems CONTRACTOR to remain in Major Breach
36 as of the end of the notice period specified in the Breach Notice, COUNTY shall
37 provide CONTRACTOR with a notice of termination ("Termination Notice") setting
38 forth the specific reasons COUNTY believes contractor remains in Major Breach and
39 the effective date of termination ("Termination Date"), which shall be no less than
40 thirty (30) days from the date of the Termination Notice.

41
42 "Major Breach" shall be defined as:

- 43
44 1. Failure of CONTRACTOR to operate its ambulances and emergency medical
45 services program in a manner which enables COUNTY and CONTRACTOR
46 to remain in substantial compliance with the requirements of federal, state,
47 and local laws, rules and regulations.
48 2. Willful material falsification of information supplied by CONTRACTOR in
49 its proposal and during the consideration, implementation, and subsequent
50 operation of its ambulance and emergency medical services program,

1 including, but not limited to dispatch data, patient reporting data, and response
2 time performance data, as related to the Agreement;

- 3 3. Chronic or persistent failure of CONTRACTOR's employees to conduct
4 themselves in a professional and courteous manner where reasonable remedial
5 action has not been taken by CONTRACTOR.
- 6 4. Failure to comply with response time performance requirements for three
7 consecutive months, or for any four months in a calendar year. For clarity and
8 purposes of calculating a major breach, the urban, rural, wilderness and
9 wilderness/remote zone shall be combined and aggregated into a single zone.
- 10 5. Failure to substantially and consistently meet or exceed the various clinical
11 and staffing standards required herein and accepted by the COUNTY;
- 12 6. Failure to participate in the established Continuous Quality Improvement
13 program of the San Benito County EMS Agency, including , but not limited to
14 investigation of incidents and implementing prescribed corrective actions;
- 15 7. Failure to maintain equipment or vehicles in accordance with good
16 maintenance practices, or to replace equipment or vehicles in accordance with
17 CONTRACTOR's submitted and accepted equipment replacement policy,
18 except when extended use of such equipment is approved by COUNTY as
19 provided for herein;
- 20 8. Chronic or persistent failure to correct or comply with conditions stipulated by
21 COUNTY;
- 22 9. Failure of CONTRACTOR to cooperate with and assist COUNTY in the
23 investigation or correction of the terms of this Agreement;
- 24 10. Failure to assist in the orderly transition, or scaling down of services upon the
25 end of the Exclusive Operating Area agreement if a subsequent EOA
26 agreement with CONTRACTOR is not awarded;
- 27 11. Failure to maintain in force throughout the term of this Agreement, including
28 any extensions thereof, the insurance coverage required herein;
- 29 12. Failure to maintain in force throughout the term of this Agreement, including
30 any extensions thereof, the performance security requirements as specified
31 herein;
- 32 13. Any other willful acts or omissions of CONTRACTOR that endanger the
33 public health and safety; and
- 34 14. Repeated failure to prepare and submit the required Year End Financial
35 Report, or requested independent audit without written notice.

36
37 C. Declaration of Major Breach – If the County Board of Supervisors determines that a
38 Major Breach has occurred and CONTRACTOR failed to cure the Major Breach, and
39 that the nature of the breach is, in COUNTY's reasonable opinion, such that the
40 breach constitutes a serious and immediate threat to public health and safety, and after
41 CONTRACTOR has been given notice and reasonable opportunity to correct such
42 deficiency, CONTRACTOR shall cooperate completely and immediately with
43 COUNTY to effect a prompt and orderly takeover or replacement by COUNTY of
44 CONTRACTOR's San Benito County operations.

45
46 D. Dispute After Takeover/Replacement – Such takeover/replacement shall be effected
47 within 72 hours (or such other period of time as the COUNTY deems appropriate
48 under the circumstances) after finding of Major Breach by the County Board of
49 Supervisors meeting the criteria for takeover/replacement. CONTRACTOR shall not
50 be prohibited from disputing any such finding of such breach through litigation,
51 provided, however, that such litigation shall not have the effect of delaying, in any

1 way, the immediate takeover/replacement of operations by COUNTY. Neither shall
2 such dispute by the CONTRACTOR delay COUNTY's access to CONTRACTOR's
3 performance security.
4

5 Any legal dispute concerning a finding of breach shall be initiated only after the
6 emergency takeover/replacement has been completed. CONTRACTOR's cooperation
7 with, and full support of, such emergency takeover/replacement process, as well as
8 the immediate release of performance security funds to COUNTY, shall not be
9 construed as acceptance by CONTRACTOR of the finding of Major Breach, and
10 shall not in any way jeopardize CONTRACTOR's right to recovery should a court
11 later determine that the declaration of Major Breach was in error. However, failure on
12 the part of CONTRACTOR to cooperate fully with COUNTY to effect a safe and
13 orderly takeover/replacement of services shall itself constitute a Major Breach under
14 the terms of this Agreement, even if it is later determined that the original declaration
15 of Major Breach was made in error.
16

17 E. Breach Not Dangerous to Public Health and Safety – If COUNTY declares
18 CONTRACTOR to be in Major Breach on grounds other than performance
19 deficiencies dangerous to public health and safety, CONTRACTOR may dispute
20 COUNTY's claim of Major Breach prior to termination of this Agreement.
21

22 F. Liquidated Damages – The unique nature of the services that are the subject of this
23 Agreement requires that, in the event of Major Breach of a type that endangers the
24 public health and safety, COUNTY must restore services immediately, and
25 CONTRACTOR must cooperate fully to affect the most orderly possible
26 takeover/replacement of operations. In the event of such a takeover/replacement of
27 CONTRACTOR's operations by COUNTY it would be difficult or impossible to
28 distinguish the cost to COUNTY of effecting the takeover/replacement, the cost of
29 correcting the default, the excess operating cost to COUNTY during an interim
30 period, and cost of recruiting a replacement contractor from the normal cost to
31 COUNTY that would have occurred even if the default had not occurred. Similarly, if
32 takeover/replacement costs and interim operating costs are high, it would be
33 impossible to determine the extent to which such higher costs were the result of
34 CONTRACTOR's default or from faulty management of COUNTY's cost during
35 takeover and interim operations.
36

37 For these reasons, this liquidated damages provision is a fair and necessary part of
38 this Contract. The minimum amount of these additional costs to COUNTY (e.g., costs
39 in excess of those that would have been incurred by COUNTY if the default had not
40 occurred) could be not less than \$300,000 even assuming COUNTY's
41 takeover/replacement management team is fully competent to manage the previously
42 contracted functions.
43

44 Therefore, in the event of such a declared Major Breach, CONTRACTOR shall pay
45 COUNTY liquidated damages in the amount of \$300,000.
46

47 G. County Responsibilities – In the event of termination, COUNTY shall be responsible
48 for complying with all laws, if any, respecting reduction or termination of prehospital
49 medical services.
50

1 H. “Lame Duck” Provisions – If CONTRACTOR fails to win the bid in a subsequent bid
2 cycle, COUNTY shall depend upon CONTRACTOR to continue provision of all
3 services required under the contract until the winning contractor takes over
4 operations. Under these circumstances, CONTRACTOR would, for a period of
5 several months, serve as a “Lame Duck”. To ensure continued performance fully
6 consistent with the requirements of the contract throughout any such “Lame Duck”
7 period, the following provisions shall apply:
8

- 9
- 10 1. Throughout such “Lame Duck” period, CONTRACTOR shall continue all
11 operations and support services at substantially the same levels of effort
12 and performance as were in effect prior to the award of the subsequent
13 contract to the subsequent winning contractor.
 - 14 2. CONTRACTOR shall make no changes in methods of operation that
15 could reasonably be considered aimed at cutting CONTRACTOR’s
16 service and operating costs to maximize profits during the final stages of
17 the contract.
 - 18 3. CONTRACTOR may reasonably begin to prepare for transition of service
19 to the new CONTRACTOR during the “Lame Duck” period, and the
20 COUNTY shall not unreasonably withhold its approval of the outgoing
21 CONTRACTOR’s requests to begin an orderly transition process,
22 including reasonable plans to relocate staff, scale down certain inventory
23 items, etc., so long as such transition activities do not impair the
24 CONTRACTOR’s performance during such “Lame Duck” period, and so
25 long as such transition activities are pre-approved by COUNTY.
26

27 **10.2 Indemnification For Damages, Taxes and Contributions**
28

29 Contractor shall exonerate, indemnify, defend, and hold harmless COUNTY from and against:
30

- 31 A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind
32 or nature which COUNTY may sustain or incur or which may be imposed upon it for
33 injury to or death of persons, or damage to property as a result of, arising out of, or in
34 any manner connected with the CONTRACTOR’s performance under the terms of
35 this Agreement, excepting any liability arising out of the sole negligence of the
36 COUNTY. Such indemnification includes any damage to the person(s), or property
37 (ies) of CONTRACTOR and third persons.
38
- 39 B. Any and all federal, state and local taxes, charges, fees, or contributions required to
40 be paid with respect to CONTRACTOR and CONTRACTOR’s officers, employees
41 and agents engaged in the performance of this Agreement including, without
42 limitations, unemployment insurance, social security and payroll tax withholding.
43

44 **10.3 Equal Employment Opportunity**
45

46 During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
47

- 48 A. CONTRACTOR shall not discriminate against any employee or applicant for
49 employment because of race, color, religion, national origin, ancestry, physical or
50 mental disability, medical condition (cancer related), marital status, sexual
51 orientation, age, veteran status, gender, pregnancy, or any other non-merit factor

1 unrelated to job duties. Such action shall include, but not be limited to, the following:
2 recruitment, advertising, layoff or termination, rates of pay or other forms of
3 compensation; and selection for training (including apprenticeship), employment,
4 upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous
5 places available to employees and applicants for employment, notice setting forth the
6 provisions of this non-discrimination clause.
7

- 8 B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by
9 or on behalf of CONTRACTOR, state that all qualified applicants will receive
10 consideration for employment without regard to race, color, religion, national origin,
11 ancestry, physical or mental disability, medical condition (cancer related), marital
12 status, gender, sexual orientation, age, veteran status, or any other non-merit factor
13 unrelated to job duties. In addition, the CONTRACTOR shall make a good faith
14 effort to consider minority/women/disabled downed business enterprises in
15 CONTRACTOR's solicitation of goods and services. Definitions for
16 Minority/Women/Disabled Business Enterprises are available from the COUNTY.
17

18 In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this
19 Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be
20 declared ineligible for further agreements with COUNTY.
21

22 **10.4 Independent Contractor**

23
24 It is agreed that CONTRACTOR shall perform as an independent contractor under this
25 Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent
26 contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and
27 agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to
28 which COUNTY employees are entitled, including, but not limited to, overtime, and retirement
29 benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of
30 Directors/Trustees of CONTRACTOR shall be vested with the responsibility for the
31 administration of the program to be conducted under this Agreement.
32

33 By their signatures to this Agreement, each party certifies that it is his or her considered
34 judgment that CONTRACTOR engaged under this Agreement is in fact an independent
35 contractor.
36

37 **10.5 Confidentiality of Records**

38
39 CONTRACTOR agrees that all information and records obtained in the course of providing
40 services to COUNTY in the program shall be subject to confidentiality and disclosure provisions
41 of applicable federal and state statutes and regulations adopted pursuant thereto.
42 CONTRACTOR agrees that it has a duty and responsibility to make available to the Contract
43 Administrator or his/her designated representatives, including the Auditor-Controller of the
44 County, the contents of records pertaining to COUNTY which are maintained in connection with
45 the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject
46 to the provisions of the heretofore mentioned federal and state statutes and regulations.
47 COUNTY acknowledges its duties and responsibilities regarding such records under such
48 statutes and regulations.
49
50
51

1 **10.6 Assignment**

2
3 CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any
4 interest in the same (whether by assignment or novation), without the prior written consent of the
5 COUNTY thereto; provided, however, that claims for money due or to become due to
6 CONTRACTOR from COUNTY under this Agreement may be assigned without such approval.
7 Notice of any assignment or transfer shall be furnished promptly to COUNTY.
8

9 **10.7 Interest of Contractor**

10
11 CONTRACTOR covenants that it presently has no interest, including but not limited to, other
12 projects or independent contractors, and shall not acquire any such interest, direct or indirect,
13 which would conflict in any manner or degree with the performance of services required to be
14 performed under this Agreement. CONTRACTOR further covenants that in the performance of
15 this Agreement no person having any such interest shall be employed or retained under this
16 Agreement.
17

18 **10.8 Political Activities Prohibited**

19
20 None of the funds, provided directly or indirectly, under this contract shall be used for any
21 political activities to further the election or defeat of any elected officer in the County of San
22 Benito. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of
23 any candidate for elected office in San Benito County.
24

25 **10.9 Lobbying**

26
27 None of the funds provided under this contract shall be used for publicity purposes designed to
28 support or defeat any legislation pending before the Board of Supervisors of the county to an
29 extent other than allowed under applicable federal tax regulations for tax exempt corporations
30 pursuant to 26 CFR, Section 501 (c)(3)-ib(3).
31

32 **10.10 Conformance to Regulations**

33
34 CONTRACTOR shall perform this Agreement in conformance with all applicable federal, state
35 and local rules and regulations, including applicable facility and professional licensure and/or
36 certification laws.
37

38 **10.11 Conformance to Law**

39
40 This Agreement shall be construed and interpreted according to the laws of the State of
41 California, the United States of America and the ordinances of the County of San Benito.
42

43 **10.12 Monitoring**

44
45 CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided
46 under this Agreement. Monitoring shall be conducted according to standards and guidelines as
47 set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY
48 with access to all applicable files and records as may be necessary to monitor the services
49 according to the standards or guidelines described above.
50
51

1 **10.13 Reports**

2
3 CONTRACTOR shall submit written reports of operations, fiscal and other reports as requested
4 by COUNTY according to the tables shown in **Exhibits B, C and E**. The format for the content
5 of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports
6 shall be submitted to Contract Administrator.
7

8 **10.14 Ownership, Publication, Reproduction And Use of Material**

9
10 All reports, studies, information, data, statistics, forms designs, plans, procedures, systems, and
11 any other material or properties produced under this Agreement shall be the property of
12 COUNTY. No such materials or properties produced in whole or in part under this Agreement
13 shall be subject to private use, copyrights or patent rights by CONTRACTOR in the United
14 States or in any other country without the express written consent of COUNTY. COUNTY shall
15 have unrestricted authority to publish, disclose, distribute and otherwise use copyrights or patent
16 rights by CONTRACTOR in the United States or in any other country without the express
17 written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish,
18 disclose, distribute and otherwise use copyrights or patents, in whole or in part, any such reports,
19 studies, data, statistics, forms or other materials or properties produced under this Agreement.
20

21 **10.15 Evaluation/Research**

22
23 Evaluation or research involving contact with past or present recipients of services provided
24 under this Agreement shall be permitted with the informed consent of the recipient and only after
25 CONTRACTOR has determined that the conduct of such evaluation or research will not
26 adversely affect the quality of services provided or individual participation in services.
27

28 COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its
29 judgment jeopardize the quality of services or individual participation in services provided under
30 this Agreement.
31

32 **10.16 Changes**

33
34 COUNTY may from time to time request changes in the scope of the services of
35 CONTRACTOR to be performed hereunder. Such changes including any increase or decrease in
36 the amount of CONTRACTOR's compensation which are mutually agreed upon by and between
37 COUNTY and CONTRACTOR shall be effective when incorporated in written amendments in
38 this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall
39 be valid unless executed by written amendment hereto and approved by COUNTY.
40

41 Amendments or modifications to the provisions of this Agreement, including its term, may be
42 initiated by either party and may be incorporated into this Agreement if it is in writing and
43 approved by the parties.
44

45 **10.17 Retention and Audit of Records**

46
47 CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five
48 (5) years after final payment under this Agreement or until a final audit report is accepted by
49 COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the
50 examination and audit by the San Benito County Auditor and Finance Director, the Auditor

1 General of the State of California, federal auditors or the designee of either for a period of five
2 (5) years after final payment under this Agreement.

3
4 **10.18 Regulatory Language**

- 5
6 A. Compliance – The parties will comply in all material respects with all applicable
7 federal and state laws and regulations including, the federal Anti-Kickback Statute.
8
9 B. Compliance Program and Code of Conduct – CONTRACTOR has made available to
10 each party a copy of its Code of Conduct, Anti-Kickback policies and other
11 compliance policies, as may be changed from time-to-time, at CONTRACTOR’s web
12 site located at: www.amr.net, and each party acknowledges receipt of such
13 documents. CONTRACTOR warrants that its personnel shall comply with
14 CONTRACTOR’s compliance policies, including training related to the Anti-
15 Kickback Statute.
16
17 C. Non-Exclusion – Each party represents and certifies that neither it nor any
18 practitioner who orders or provides services on its behalf hereunder has been
19 convicted of any conduct that constitutes grounds for mandatory exclusion as
20 identified in 42 USC §1320a-7(a). Each party further represents and certifies that it is
21 not ineligible to participate in federal healthcare programs or in any other state or
22 federal government payment program. Each party agrees that if DHHS/OIG excludes
23 it, or any of its practitioners or employees who order or provide services, from
24 participation in federal healthcare programs, the party must notify the other party
25 within five (5) days of knowledge of such fact, and the other party may immediately
26 terminate this Agreement, unless the excluded party is a practitioner or employee who
27 immediately discontinues ordering or providing services hereunder.
28
29 D. Referrals – It is not the intent of either party that any remuneration, benefit or
30 privilege provided for under the Agreement shall influence or in any way be based on
31 the referral or recommended referral by either party of patients to the other party or
32 its affiliated providers, if any, or the purchasing, leasing or ordering of any services
33 other than the specific services described in this Agreement. Any payments specified
34 herein are consistent with what the parties reasonably believe to be a fair market
35 value for the services rendered.
36

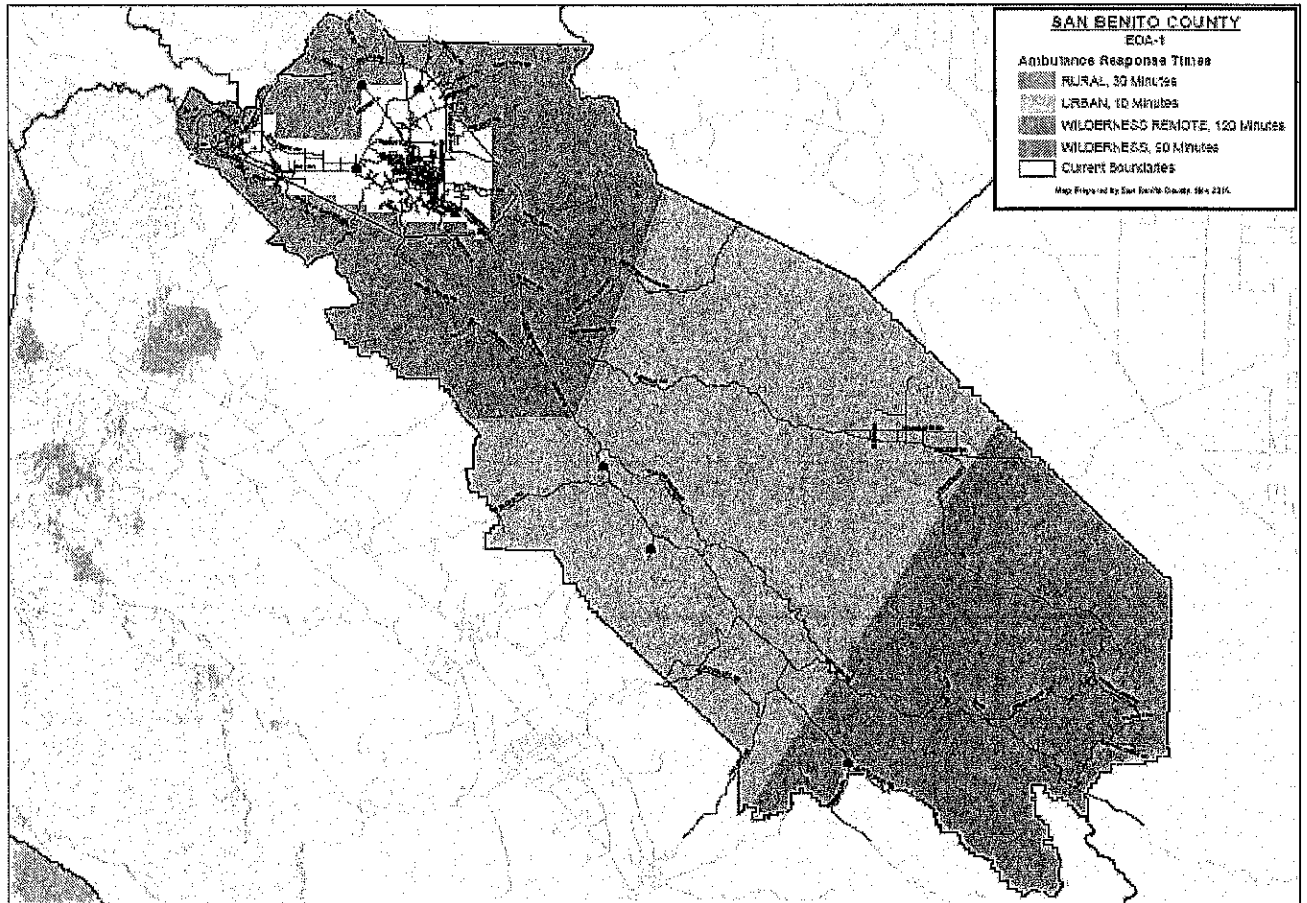
37 **SECTION 11**
38 **EXHIBITS**

39

EXHIBIT	TITLE
A	EOA MAPS
B	REPORTING REQUIREMENTS
C	SAN BENITO COUNTY RATES
D	FISCAL TIMELINES
E	DEFINITIONS

40
41
42
43
44

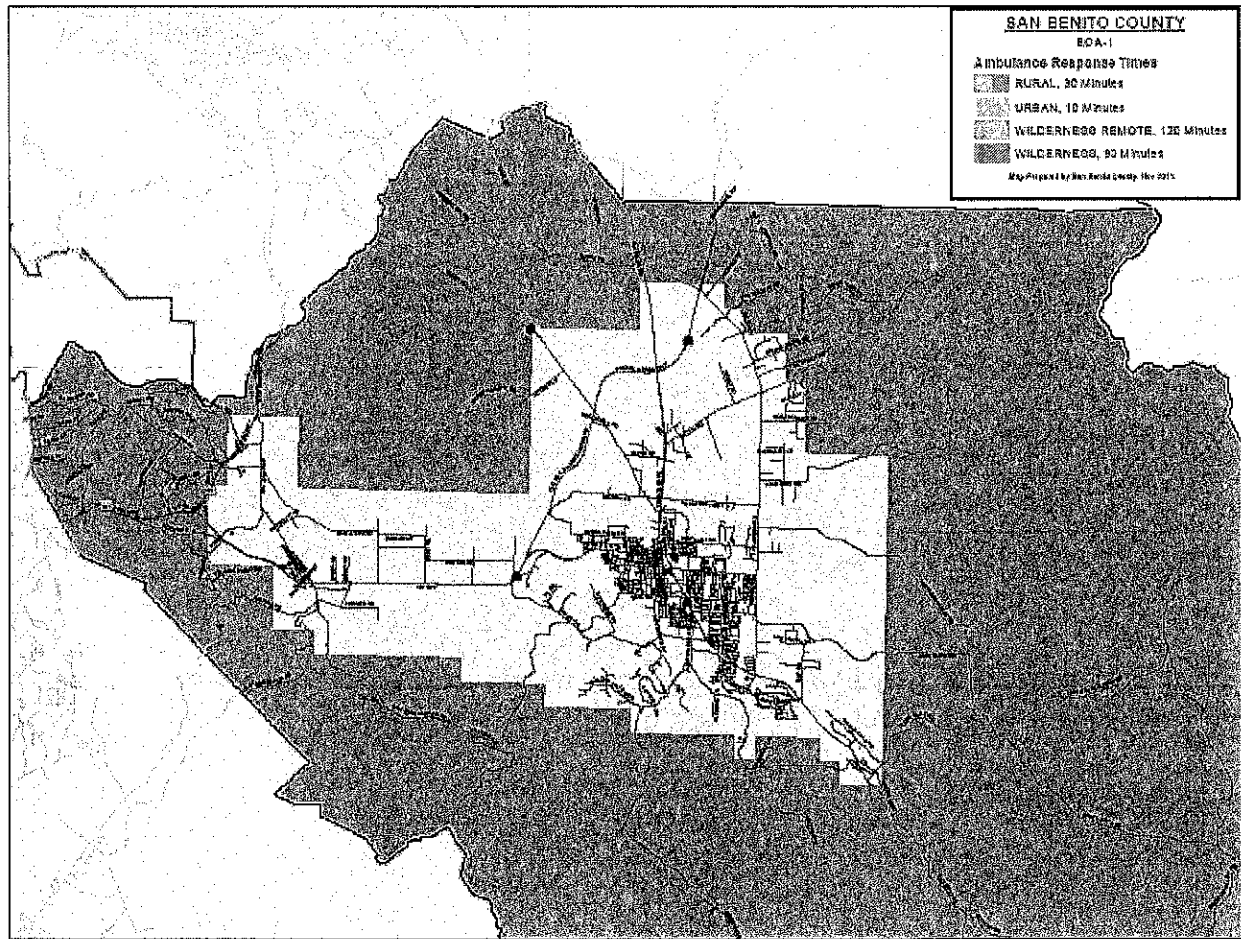
1 **EXHIBIT A**
2 **EOA MAPS**
3 **A.1 San Benito County EOA**
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1 A.2 Urban Response Detail

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1 **EXHIBIT B**
 2 **REPORTING REQUIREMENTS**
 3

Report Name	Period Ending	Frequency	Responsible	Submit To
DEPLOYMENT PLAN CHANGES	30 days prior to change unless emergency adjustment	As needed	AMR	Contract Administrator
UNUSUAL OCCURRENCES	Within 48 hours	As needed	AMR	Contract Administrator
RESPONSE TIME COMPLIANCE REPORT	10 business days after end of month	Monthly	County's Dispatch Center	AMR & EMS Administrator
LATE CALL REPORT	10 business days following receipt of Response Time Compliance Report	Monthly	AMR	Contract Administrator
EMPLOYEE RECORDS	30 days following March 31, June 30, Sept. 30, Dec 31	Quarterly	AMR	Contract Administrator
CQI PROGRAM ACTIVITIES	December 31	Annually	AMR	Contract Administrator
COMMUNITY EDUCATION	December 31	Annually	AMR	Contract Administrator
CONTROLLED SUBSTANCE COMPLIANCE	December 31	Annually	AMR	Contract Administrator
EMPLOYEE TURNOVER REPORT	December 31	Annually	AMR	Contract Administrator
NEW EMPLOYEE ORIENTATION ACTIVITIES	December 31	Annually	AMR	Contract Administrator
IN-SERVICE TRAINING	December 31	Annually	AMR	Contract Administrator
VEHICLE LIST/EQUIPMENT REPLACEMENT PLAN	December 31	Annually	AMR	Contract Administrator
VEHICLE MAINTENANCE	December 31	Annually	AMR	Contract Administrator

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1 **EXHIBIT C**

2 San Benito County Rates

Base Rate	\$2,576.61
Emergency	\$ 183.11
Oxygen	\$ 183.11
Mileage	\$ 54.66

4 Contractor's charges for ancillaries, e.g., procedures, supplies, medications, will be Contractor's
5 usual and customary charges for those ancillaries as they change from time-to-time. Contractor
6 typically adjusts its ancillaries charge schedule January 1st but occasionally there are mid-year
7 adjustments. Contractor will use best efforts to notify the Contract Administrator within thirty
8 (30) days of any change to usual and customary charges for ancillaries.

11 **EXHIBIT D**

12 Fiscal Timelines

Product	Period Ending	Responsible	Timeline to Complete
Year-End Financial	December 31	AMR	2 months
Quarterly Reports	March 31, June 30, September 30, December 31	AMR	1 month
Annual Report	December 31	AMR	Contract Administrator
Annual CPI Rate Adjustment	January 1	County	Per Contract

15 **EXHIBIT E**

16 Definitions

Advanced Life Support (ALS)	Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52
Advanced Life Support (ALS) Ambulance	An ambulance that has the minimum, one paramedic and one EMT as defined in California Health and Safety Codes 1797.80 and 1797.84 and equipment to provide ALS service to patients
ALS Response Time (ART)	The measurement of time lapsed from the hour, minute and second the call is dispatched by the County's designated dispatch center to the hour, minute and second of the arrival of a paramedic on the scene, regardless of whether the paramedic is employed by the Contractor. Response Times are determined by using information contained in, and reported by, the County's designated dispatch center in the Response Time Compliance Report
Ambulance	Any vehicle specifically constructed, modified or equipped and used for transporting sick, injured, convalescent, infirmed or otherwise incapacitated person.
Annual Report	Contractor shall submit Annual Report summarizing the previous fiscal year's activities and performance that shall include but not be limited to those reports listed in Exhibit D.

Base Hospital	Hazel Hawkins Memorial Hospital is approved by San Benito County EMS Agency to provide on-line medical advice and medical control to paramedics
Business Day	Any day the County offices are open for public business, excluding weekends, holidays and County imposed furloughs.
Computer Aided Dispatch (CAD)	A system consisting of associated hardware and software to facilitate call taking, unit selection, resource dispatch, deployment, event time-stamping, creation and real time maintenance of incident database and management information system.
Code 2 Call	Immediate dispatch and response of first responders and ambulance, no lights and sirens
Code 3 Call	Immediate dispatch and response of first responders and ambulance with lights and sirens
Contract Administrator	San Benito County Emergency Medical Services Agency
Contract Anniversary	July 1
CQI	Continuous Quality Improvement
Deployment Plan	An operational methodology that lists and defines the number of unit hours to be supplied by the Contractor, along with the placement of these units, by hour of day and day of week based on historical demand patterns.
Emergency	As defined by the California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.
Emergency Medical Care Commission (EMCC)	The committee appointed by the Board of Supervisors that is advisory to the EMS Agency and Board of Supervisors, and makes recommendations regarding standards, rules and regulations related to the medical and clinical aspects of ALS and ambulance service and prehospital care
Emergency Medical Technician (EMT)	As defined by Health and Safety Code, Section 1797.80
EMS Agency	San Benito County Emergency Medical Services Agency
Exception	A late response determined by response time criteria
Exclusive Operating Area (EOA)	An EMS area or sub-area of San Benito County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85
Exemption	A determination to exclude an EMS event from the predetermined response time criteria due to factors outside of the Contractor's control.
First Responder	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
HIPAA	Health Insurance Portability and Accountability Act of 1996
Medical Direction	Direction given to ambulance personnel by a base hospital physician through direct voice contact or approved MICN, as required by applicable medical protocols.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the EMS System, pursuant to

	Section 1797.204 of the California Health and Safety Code.
MCI Plan	Multi-Casualty Incident Plan
Paramedic	As defined by California Health and Safety Code, Section 1797.84
Prehospital Advisory Committee (PAC)	Formed to advise the EMS Medical Director on issues concerning the technical aspects in provision of prehospital care.
Rural	All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 7 to 50 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
San Benito County Designated Dispatch Center	Communications center contracted to provide public safety and 9-1-1 emergency dispatch services for the County of San Benito, and cities of Hollister and San Juan Bautista. The dispatch center provides services for three (3) fire agencies, the contracted ambulance provider and other state and federal agencies
Suburban	All census places with a population density of 51 to 100 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 51 to 100 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
Urban	All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 101 to 500 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
Wilderness	Census tracts or enumeration districts without census tracts that have a population of less than seven (7) persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)

1 ///end of document///

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Contract Administrator for COUNTY:

Name: Marcie Morrow

Title: EMS Manager

Address: 1111 San Felipe Rd., Suite 102

Hollister, California 95023

Telephone No.: 831-636-4066

Fax No.: 831-636-4037

Contract Administrator for CONTRACTOR:

Name: Doug Petrick

Title: General Manager

Address: 4548 A Street

Marina, California 93933

Telephone No.: 831-718-9555

Fax No.: 831-582-9683

SIGNATURES

APPROVED BY COUNTY:


Name: Jerry Muenzer

Chair, San Benito County Board of Supervisors

Date: October 7, 2014

APPROVED BY CONTRACTOR:


Name: Douglas Petrick

Title: General Manager

Date: 9-22-14

APPROVED AS TO LEGAL FORM:

San Benito County Counsel



By: Irma Valencia

Date: 9-23-14