

**AGREEMENT WITH MANTECA DISTRICT AMBULANCE SERVICE
FOR EMERGENCY AMBULANCE SERVICE IN
SAN JOAQUIN COUNTY ZONE D**

Section 1: Administration of the Agreement and Terms	5
1.1 Contract Administration.....	5
1.2 Term of Agreement	5
1.3 Documents Constituting Contract	5
1.4 Conditions for Extension of the Agreement.....	5
1.5 Contract Response Area.....	6
1.6 Notices	6
1.7 ALS Provider Agreement	7
 Section 2: Roles and Responsibilities.....	 7
2.1 County's Functional Responsibilities.....	7
2.2 Contractor's Functional Responsibilities	7
2.3 End of Contract Transition Period	9
 Section 3: Deployment.....	 9
3.1 System Status Management and Deployment Plans	9
3.2 Deployment Requirements	10
3.3 System Status Plan Evaluation Process	10
 Section 4: Operations	 11
4.1 Compliance	11
4.2 Response Time Standards	12
4.3 Response Compliance Penalties	13
4.4 Response Compliance Exceptions	16
4.5 Air Ambulance/Air Rescue Services	17
4.6 Standbys.....	17
4.7 Special Events	17
4.8 Dispatch Requirements.....	18
4.9 Equipment and Supplies	21
4.10 Disaster Preparedness	24
4.11 System Committee Participation.....	25
4.12 Public Information and Education Programs.....	25
4.13 EMS Training Programs.....	25
4.14 Non-transporting Response Provider Relationships	25
4.15 Receiving Hospital Relationships.....	26
 Section 5: Personnel.....	 26
5.1 Clinical and Staffing Standards.....	26
5.2 Ambulance Staffing.....	26
5.3 Working Conditions for Ambulance Personnel.....	27

Section 6: Quality/Performance	31
6.1 Clinical Excellence and Quality Improvement (QI)	31
6.2 Quality improvement (QI) program.....	32
6.3 Quality Improvement Plan Evaluation	33
6.4 Dispatch Quality	33
6.5 Clininca/QI Coordinator.....	33
6.6 Inquiries and Complaints	34
6.7 Unusual Occurrences and Complaints.....	34
 Section 7: Data and Reporting	 34
7.1 Electronic Patient Care Record System.....	34
7.2 Data Use and Reporting Responsibilities.....	35
7.3 Personnel Records	35
7.4 Prehospital Care Reports and Penalties	36
7.5 Audits and Inspections	36
 Section 8: Subcontracts	 36
8.1 Relationships and Accountability	36
8.2 General Subcontracting Provisions.....	37
8.3 Performance Criteria.....	37
 Section 9: Administrative Requirements	 37
9.1 Performance Security	37
9.2 Takeover.....	38
9.3 Insurance	39
9.4 Business Office, Billing and Collection System.....	40
9.5 Annual Financial Review.....	40
 Section 10: Fiscal Requirements	 41
10.1 General Provisions.....	41
10.2 Billing and Collections.....	41
10.3 Reporting Responsibilities	42
10.4 Penalties, Fees	42
 Section 11: General Contract Requirements	 43
11.1 Termination for Cause	43
11.2 Declaration Of Major Breach and Takeover/Replacement Service	44
11.3 Dispute After Takeover/Replacement	45
11.4 Breach Not Dangerous To Public Health and Safety	45
11.5 Liquidated Damages	45
11.6 County Responsibilities.....	46
11.7 Lame Duck Provisions	46
11.8 Retention and Audit of Records	46
11.9 Indemnification for Damages, Taxes and Contributions.....	46
11.10 Equal Employment Opportunity	47
11.11 Independent Contractor Status	47

11.12 Non-assignment and Non-delegation.....	48
11.13 Monitoring Costs	48
11.14 Entire Agreement.....	48
11.15 Binding on Successors	48
11.16 Captions.....	48
11.17 Controlling Law and Venue.....	48
Section 12: Exhibits	50
Exhibit A: EOA Zone Map	50
Exhibit B: San Joaquin Ambulance Zones Legal Description	51
Exhibit C: Description of Ambulance Response Time Compliance Areas	53
Exhibit D: Population Density/Response Time Map.....	55
Exhibit E: Penalties and Fines	56
Exhibit F: San Joaquin County Rates	59
Exhibit G: Ongoing Reporting Requirements	60
Exhibit H: Definitions.....	64
Exhibit I: Approved Key Performance Indicators.....	67

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This Agreement, entered into by and between the County of San Joaquin, a political subdivision of the State of California, hereinafter called "County" and Manteca District Ambulance Service, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with Manteca District Ambulance Service for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, County has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 17000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations; and

WHEREAS, the San Joaquin County Emergency Medical Services (EMS) Agency has submitted an EMS Transportation Plan to the State of California EMS Authority as an amendment to its EMS Plan describing such an exclusive operating area and this amendment was approved by the California EMS Authority; and

WHEREAS, County has determined that all requests for emergency ambulance service shall be met by advanced life support equipped and staffed ambulances; and

WHEREAS, County has complied with all the statutes and regulations governing the designation of an exclusive provider of emergency ambulance services in San Joaquin County; and

WHEREAS, pursuant to Health and Safety Code, Division 2.5, Section 1797.224, allows the local EMS agency to create exclusive operating area without a competitive process if the area has been served in the same scope and manner without interruption since January 1, 1981; and

WHEREAS, County has determined that Contractor has provided advanced life support ambulance services in the same manner and scope without interruption since 1980 consistent with the policies of the local EMS agency.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Contract Administration

The San Joaquin County EMS Administrator shall serve as the Contract Administrator, and shall represent the County in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the County. The Contract Administrator or her/his designee may:

- A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records;
- B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures;
- C. Provide technical guidance, as the Contract Administrator deems appropriate.

1.2 Term of Agreement

The term of this Agreement shall commence at 0800 hours on December 1, 2021, and shall terminate at 0800 hours on November 30, 2026, unless terminated earlier pursuant to the terms and conditions of this Agreement.

1.3 Documents Constituting Contract

No addition to, or alteration of, the terms of this Agreement, and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement. All defined terms herein shall have the meaning as set forth in **Exhibit H**.

1.4 Conditions for Negotiations for a Subsequent Agreement

At its sole discretion, the County may negotiate a successor agreement with Contractor for the continuation of exclusive market rights for service in Zone D. Eighteen months prior to the expiration of the Agreement, the Contractor may petition the EMS Agency for a successor agreement without a competitive process.

The County's decision to enter into such negotiations with Contractor will consider, but not be limited to, how well the Contractor has performed in the following areas:

- A. Compliance with the terms of its contract with the County;
- B. Operational and financial areas;
- C. Effectiveness of the Contractor's quality improvement program in identifying opportunities for improvement and achieving demonstrable improvements in those areas;

- D. Cooperation of management in assisting the EMS Agency with system operation and system enhancements;
- E. Number of substantiated complaints filed against the Contractor and the manner in which the Contractor handled them;
- F. Consistency in maintaining and/or improving its professional image;
- G. Level of cooperation between the Contractor and other participants within the EMS system.

1.5 Contract Response Area

All requirements described in this Agreement apply to the County of San Joaquin Exclusive Operating Area (EOA) Zone D as shown in Exhibit A and described in Exhibit B. All of the following transports originating in Zone D shall be referred exclusively to the Contractor, and Contractor shall provide all responses and ground transports as follows:

- A. 9-1-1/Public Service Answering Point (PSAP) requests for ambulance service.
- B. Requests for emergency ambulance service made directly to the Contractor from any telephone, text message, or other method of request without the request going through an authorized 9-1-1/PSAP.
- C. Ambulance transport to an emergency department from the scene of an emergency, including transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facility.

1.6 Notices

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

Contractor: Chief Executive Officer
Manteca District Ambulance Service
PO Box 2
Manteca CA 95336

County: EMS Administrator
San Joaquin County EMS Agency
PO Box 220
500 W Hospital Road, Benton Hall Room 55
French Camp, CA 95231

1.7 ALS Provider Agreement

This Agreement will also serve as the Paramedic Service Provider agreement required under § 100168(b)(4), Title 22, CCR.

SECTION 2: ROLES AND RESPONSIBILITIES

2.1 County's Functional Responsibilities

The County seeks to ensure that reliable, high quality prehospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the County shall:

- A. Oversee and enforce the Contractor's rights as the sole provider of services within Zone D as set forth herein;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Through its local EMS agency, provide medical direction and control of the EMS system, to include EMS dispatch.

2.2 Contractor's Functional Responsibilities

During the Service Period of this Agreement, as defined in Section 1.2, the Contractor shall:

- A. Provide prehospital emergency medical care and transport services in response to emergency medical calls within Zone D 24 hours each day, 7 days a week, without regard to the patient's financial status;
- B. When a request for service is received by the Contractor at its dispatch center, an appropriately trained EMD Dispatcher must answer that request promptly, must follow County approved EMD dispatch procedures, offer planned pre-arrival assistance (as appropriate) and must manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder other EMS resources;
- C. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by EMS Agency policy, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to the EMS Agency's policies and procedures as are now or may be established;

- D. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of its Agreement and promptly replaced in order to protect the public health and safety;
- E. Develop system status management and deployment plans specific to meeting EMS performance requirements within San Joaquin County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense;
- F. Keep a current deployment plan on file with the Contract Administrator and a plan to redeploy or add ambulance hours if response time performance standard is not met;
- G. Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Agreement;
- H. Furnish supplies and replacements for those used by the Contractor's personnel;
- I. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited;
- J. Comply with all training requirements established by the State of California and the County EMS Agency;
- K. Comply with County EMS Agency policies and procedures;
- L. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- M. Submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the County;
- N. Respond to County inquiries about service and/or complaints within one business day of notification; and

- O. Notify the County of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements in accordance with Section 6.7 of this Agreement.

2.3 End of Contract Transition Period

- A. Contractor agrees to continue to provide service after the end of the contract period in accordance with the "lame duck" provisions of this Agreement in order to ensure a safe and orderly transition of service to a successor contractor.

SECTION 3: DEPLOYMENT

3.1 System Status Management and Deployment Plans

- A. The Contractor shall maintain system status management and deployment plans specific to meeting EMS performance requirements within San Joaquin County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense. The deployment plan shall:
 - 1. Specify locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week based upon the number of vehicles available to respond to calls for various status levels (1 through the maximum proposed status). As an example, System Status 2 refers to the deployment of ambulances when two ambulances are available and System Status 5 refers to the deployment of ambulances when five ambulances are available.
 - 2. Describe 24-hour system status management strategies.
 - 3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
 - 4. Provide maps that identify proposed ambulance stations or post locations within the response time compliance areas (subzones).
 - 5. Specify the anticipated response times to each response time compliance area at the 90th % fractile, including variations based upon System Status levels.
 - 6. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
 - 7. Describe any planned use of on-call crews.
 - 8. Describe any mandatory overtime requirements.
 - 9. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
 - 10. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

- B. Contractor shall keep a current deployment plan, including maps, on file with the EMS Agency and have a plan to redeploy or add ambulance hours if response time performance standards are not met.
- C. A revised deployment plan shall be provided to the EMS Agency within 24 hours of implementation of any change made by the Contractor in ambulance stations or post locations.
- D. The EMS Agency shall be informed of meetings conducted by Contractor's staff to consider changes in the deployment plan and shall be permitted to send representatives to such meetings.
- E. Contractor shall agree to participate in a countywide integrated response plan approved by the County designed to ensure the response of the closest emergency ambulance regardless of provider or zone.

3.2 Deployment Requirements

- A. Contractor shall provide a minimum of 504 unit hours per week under its system status management and deployment plans. Compliance with this requirement does not relieve Contractor of responsibility to comply with response time standards, as specified herein.
- B. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by Contractor to redeploy or add ambulance hours within two months of notice by Contract Administrator shall constitute a major breach of contract. The Contractor shall submit proposed changes in the deployment plan in writing to the Contract Administrator at least 30 days prior to implementation. Prior written notice shall be waived if Contractor is adding resources to its deployment plan or if an emergency adjustment to the plan is needed to correct an acute performance problem.
- C. Contractor shall make a good faith effort to maintain auto-aid partnerships with the authorized emergency ambulance providers serving ambulance zones X, E, and F to provide for seamless emergency ambulance coverage countywide.
- D. The EMS Agency shall be informed of meetings conducted by Contractor's staff to consider changes in the deployment plan and shall be permitted to send representatives to such meetings.

3.3 System Status Plan Evaluation Process

- A. Contractor shall establish and maintain a system status plan evaluation process, including:
 - 1. A method to identify response time performance problems, determine underlying causes, and mitigate them.

2. A System Status Management (SSM) committee that includes representatives from the EMS Agency and other San Joaquin County emergency ambulance providers.
 3. SSM daily dashboards, weekly reviews, and monthly evaluations with adjustments being made to the posting plan, ambulance schedules, and the number of hours deployed in order to meet response time standards.
- B. Contractor shall maintain and utilize a response compliance data management platform approved by the EMS Agency to produce up-to-date system demand charting at the press of a button, any time, any day. Contractor shall use this platform as a mechanism for detailed retrospective investigation of any call that does not meet specific and customizable criteria or response times. These calls shall be captured for review to ensure proper handling of response deployment, posting, routing, etc.
 - C. Utilizing this data, Contractor will adjust schedules, resources, or posting as needed to ensure excellence in response time performance.
 - D. As part of Contractor's ongoing system response time improvement process, late calls shall be reviewed daily with an eye to identifying the performance gap, its "root cause," and providing rapid correction and feedback. Contractor's supervisors shall have the authority to quickly make changes and adjust the ambulance coverage plan as needed to eliminate or minimize the changes of additional late calls.

SECTION 4: OPERATIONS

4.1 Compliance

- A. Legal compliance - Contractor's operational policies shall comply with all state and federal laws and regulations, and County ordinances and policies.
- B. Notification of regulatory actions - Within seven business days of being notified, the Contractor shall notify the County of the initiation, finding, or resolution of any major regulatory actions or sanctions against the Contractor, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.
- C. Patient transportation and disposition - Patient transportation and disposition will be according to the EMS Agency's policies and procedures.
- D. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and EMS Policy No. 5102 Patient Privacy - The Contractor shall ensure that patients' privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy including EMS Policy No. 5102. Contractor's employees shall not disclose patient medical information to unauthorized persons or entities.

4.2 Response Time Standards

- A. **Response Time Compliance** – Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by Contractor for emergency response must, at all times, except as authorized by EMS Agency policy, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols.
- B. **Response Time Standards** - Response times vary depending upon the response-time compliance area (subzone) to which the Contractor must respond. Current population density area descriptions are in Exhibit C and displayed in the map in Exhibit D. A larger map displaying response-time compliance areas with population densities and an electronic file with population density boundaries are available from the County upon request. Annually, County and Contractor will review the population density assignments and make adjustments as appropriate.
1. **Code-3 calls**: Calls that have gone through the County approved emergency medical dispatch process and that have been dispatched as Code-3 shall meet the following standard:
 - a. **Urban**: ALS ambulance response to 90 percent of all calls each month in 7:59 minutes or less.
 - b. **Suburban**: ALS ambulance response to 90 percent of all calls each month in 10:59 or less.
 - c. **Rural**: ALS ambulance response to 90 percent of all calls each month in 17:29 minutes or less.
 - d. **Wilderness**: ALS ambulance response to 90 percent of all calls each month in 29:29 minutes or less.
 2. **Code-2 calls**: Calls that have gone through the County approved emergency medical dispatch screening process and which have been dispatched as Code-2 shall meet the following standard:
 - a. **Urban**: ALS ambulance response to 90 percent of all calls each month in 14:59 minutes or less.
 - b. **Suburban**: ALS ambulance response to 90 percent of all calls each month in 18:59 minutes or less.
 - c. **Rural**: ALS ambulance response to 90 percent of all calls each month in 34:59 minutes or less.
 - d. **Wilderness**: ALS ambulance response to 90 percent of all calls each month in 59:59 minutes or less.
- C. **Applicable Calls** – Response time standards shall apply to:
1. All emergency ambulance requests requiring a Code-2 or Code-3 response as determined by the Contractor's emergency medical dispatch (EMD) center using International Academies of Emergency Dispatch call screening and dispatch protocols and EMS Agency policy. For the purpose of this requirement, "Code-3" means any request for service for a perceived or actual life threatening

condition, as determined by dispatch personnel, in accordance with EMS Agency policy and International Academies of Emergency Dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.

2. Response time performance measurement shall include response times to Contractor's ambulance zone provided by other authorized ambulance providers when requested by the Contractor's dispatch center.
3. The Contractor shall not be held accountable for emergency or non-emergency response time compliance for any request for service originating outside Zone D and those responses will not be counted in the number of total calls used to determine response time compliance under this Agreement.

D. Response time calculations

1. Response times shall be calculated from the hour, minute, and second the request/call is received by the Contractor's dispatch center to the hour, minute, and seconds the Contractor's ALS ambulance (or other authorized ambulance provider requested by Contractor's dispatch center), arrives on scene with a fully equipped and staffed ALS ambulance. A call is considered "received" at the time that the dispatcher received sufficient information from the reporting party (including a transferring PSAP) to initiate the response (i.e., address/location and patient chief complaint and, in most cases, an EMD determinant). An ambulance is considered on-scene when it arrives at the address/location to which it was dispatched and the wheels are stopped. Response times shall be routinely calculated using a computer-aided dispatch (CAD) time stamp of "time sent to queue" and "time arrived at scene."
2. Each incident shall be counted as a single response regardless of the number of units that respond and only the first arriving ambulance's time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.
3. A CAD system shall be utilized to record dispatch information for all ambulance requests. The time-stamp or CAD system shall include the date, hours, minutes and seconds.

4.3 Response Compliance Penalties by Response Time Compliance Area

A. Penalties for Failure to Meet Individual Response Time Standard.

1. Scene responses: The Contractor shall pay the County a per-minute fine for each Code-2 or Code-3 response that exceeds the response time standard:
 - a. Urban: a fine of \$100 per minute for every minute or fraction of a minute exceeding 9:29 minutes for Code-3 calls and 18:59 minutes for Code-2 calls.
 - b. Suburban: a fine of \$100 per minute for every minute or fraction of a minute exceeding 17:29 minutes for Code-3 calls and 34:59 minutes for Code-2 calls.

- c. Rural: a fine of \$100 per minute for every minute or fraction of a minute exceeding 29:29 minutes for Code-3 calls and 59:59 minutes for Code-2 calls.
- d. Wilderness: a fine of \$100 per minute for every minute or fraction of a minute exceeding 59:59 minutes for Code-3 or Code-2 calls.

B. Penalties for Failure to Meet Response Time Compliance Area Standard.

1. The Contractor shall have a response time compliance rate of 90% within Zone D during each month for each population density. Compliance calculations for Zone D Response Time Compliance Areas with less than 100 Code-3 requests for service shall be tolled until a minimum of 100 calls has been reached or surpassed.
2. Each time that Code-3 responses for a Response Time Compliance Area are calculated at less than 90% of the response time standard for the month, Contractor will pay County penalties in addition to those listed for individual calls as follows:

Table – I Compliance Level (per population density per month)		
Greater than or equal to:	And less than	Fine
89%	90%	\$1,500
88%	89%	\$2,500
87%	88%	\$3,750
86%	87%	\$5,000
85%	86%	\$6,250
80%	85%	\$12,500
75%	80%	\$25,000
70%	75%	\$50,000
0%	70%	\$100,000

- a. Contractor shall pay double the fine structure listed in Table - I above if Contractor fails to meet the 90% compliance level for either three (3) consecutive months or for six (6) months in any twelve consecutive month period. This doubling of the fines shall remain in effect and shall also be applied to Response Time Compliance areas that are tolled in order to achieve a minimum of 100 Code-3 responses.
3. Penalty for Failed Response.
 - a. The Contractor shall pay a fine of \$50,000 for each time the Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another authorized emergency ambulance service (i.e. the call receives no response within 59 minutes of initial request), and such incident requires an ambulance response in accordance with County approved EMS dispatch protocols. The call shall be used for the purposes of determining response time compliance calculations. Each instance of a failed response shall be

evaluated by the EMS Agency to determine the threat to the public health and safety and the need to initiate the provisions of a major breach of contract.

4. Penalty for failure to provide data to determine compliance.
 - a. The Contractor shall pay a fine of \$2,500 each occurrence an ambulance is dispatched and the crew or dispatch fails to report and document an on-scene time or other data necessary for calculating response time or each time such data is unavailable in the CAD record.
 - b. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response time compliance area calculations. In order to rectify the failure to report an on-scene time and to avoid the penalty, the Contractor may demonstrate to the satisfaction of the EMS Agency an accurate on-scene time, however, the response would then be subject to response time penalty calculations.
5. Penalty Assessment.
 - a. The Contractor shall pay the County within 30 days of being invoiced for any penalties by County. Payment of such penalties does not relieve the Contractor of responsibility for compliance with response time standards.
6. Credit towards Penalties for Superior Clinical Performance.
 - a. The EMS Agency has identified five (5) attainable and measurable initial Key Performance Indicators (KPI) shown in Exhibit I.
 - b. The Contractor shall measure the KPI and report them monthly with response time compliance.
 - c. The EMS Agency will calculate the percentage of KPI the Contractor has met each month and shall award the Contractor a corresponding percentage reduction as specified in Exhibit I for that reporting period's "Penalty for failure to meet Single Response time standard" as specified in Exhibit E Paragraph A.
 - i. The EMS Agency will not give any credit pursuant to this section toward the Response Time Compliance Area standard penalties as specified in Exhibit E Paragraph B.
 - d. The Contractor successfully meeting specified KPI is an indication of superior clinical performance in that area.
 - e. Every eighteen (18) months of the Contract the Parties shall meet and confer regarding the KPI's. The Parties may mutually agree to change any of the KPI's during the meet and confer process for any reason.
7. Penalty Disputes.
 - a. If the Contractor disputes the County's response time calculation, or the imposition of any other penalties, the Contractor may appeal to the EMS Agency in writing within ten working days of receipt of notice of penalty.

The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Health Care Services Agency Director shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor within thirty working days of receipt of such requests. The decision of the Health Care Services Agency Director regarding such matters shall be final.

8. Performance Report.
 - a. Contractor shall maintain and utilize First watch or equivalent platform approved by EMS Agency as the response compliance data management platform.
 - b. Within 15 days following the end of each month, the Contractor shall submit any requests for any proposed exemption or correction requests for those calls that failed to meet response time standards or for which required correction. Following receipt of approval/denial of exemption or correction requests from the EMS Agency, Contractor shall within 15 days provide a written report to the EMS Agency, in a manner required by the EMS Agency, identifying each emergency call dispatched:
 - i. Which did not meet the designated response time standard;
 - ii. For which a BLS ambulance was used;
 - iii. For which an ambulance was requested and was not able to respond or respond within 20 minutes of request; and
 - iv. Where report times necessary to determine response time, on-scene time, and transport time were not properly recorded.
 - c. The Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

4.4 Response Compliance Exceptions

- A. At the County's discretion late responses may be excused from financial penalties and from being calculated against response time compliance areas. Contractor may request the following exceptions:
 1. Second or third in (multiple) units to the same scene;
 2. Severe inclement weather conditions which impair visibility or create other unsafe driving conditions;
 3. Call reduced from Code-3 to Code-2 by on-scene responders or by the dispatcher in accordance with County protocol; and
 4. Wrong address provided by the requesting party;
 5. Unavoidable delay caused by unreported road construction;
 6. Material change in dispatch location after the initial dispatch is recorded as dispatched;
 7. Restricted freeway access;

8. Delays in transferring care in the emergency department.
 9. Other – Good cause
- B. Response time exceptions for Code-2 Responses. At the County's discretion late responses may be excused from financial penalties.
- C. Exceptions shall be for good cause only, as determined by the County. The burden of proof that there is good cause for an exception shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis.
- D. Contractor shall file a request for each response time exception or correction on a monthly basis with the San Joaquin County EMS Agency within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.
- E. Exceptions may be granted for instances of "move up and cover" or "mutual aid" consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

4.5 Air Ambulance/Air Rescue Services

The County reserves the right to allow air ambulance or air rescue services to operate in the County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the Contractor's exclusive operating area. Prehospital utilization of such services is based upon EMS Agency policies and procedures. The Contractor shall comply with EMS Agency policies and procedures regarding the use of these services.

4.6 Standbys

When requested by a public safety agency, the Contractor shall furnish standby coverage at emergency law enforcement or fire incidents within Zone D at the request of the on-scene Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to emergency personnel or to the general public. Such requests shall be reported monthly by the Contractor to the County and monitored for proper utilization and impact on response times. The County may relieve the Contractor of this requirement if the requests are deemed to be unduly burdensome or unnecessary.

4.7 Special Events

- A. If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, the Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

- B. Contractor shall not be precluded from performing other outside work, such as non-emergency basic life support transfers. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of this Agreement.

4.8 Dispatch Requirements

A. Dispatch Operations:

1. Contractor shall provide emergency medical dispatch and 9-1-1 PSAP services necessary to receive and respond to requests for emergency and advanced life support ambulance services, as described in Contractor's proposal.
2. The Contractor shall provide a system for EMS dispatch meeting the EMS Agency policies.
 - a. Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points and from seven-digit telephone lines;
 - b. Prioritize the urgency of the response in accordance with EMS Agency policies and procedures;
 - c. Dispatch appropriate EMS resources in accordance with EMS Agency policies and procedures;
 - d. Give post-dispatch and pre-arrival instructions to callers in accordance with MPDS as approved by SJCEMSA;
 - e. Relay pertinent information to responding personnel;
 - f. Monitor and track responding resources;
 - g. Coordinate with public safety and EMS providers as needed;
 - h. Provide required data; and
 - i. Have a mechanism to alert dispatch personnel and responding ambulance personnel whenever an ambulance responding to an emergency call is stationary for more than thirty seconds.
3. The Contractor shall utilize a computer assisted dispatch (CAD) system that has the capability of:
 - a. Assigning response resources based on MPDS assessment and EMS Agency Policy No. 3202 within identifiable jurisdictions (i.e., cities and fire districts);
 - b. Providing a "snapshot" of the location and status of ambulances using GPS tracking for a selected time of day;
 - c. Determining time intervals for different system status levels;
 - d. Determining the estimated response time from any post or location to any emergency call location;
 - e. Estimating response time to each response and recommend potential additional resources based on that time, in accordance with EMS Agency policy.
 - f. Scheduling ALS and CCT transfers from and to hospitals.
4. Contractor shall ensure that the CAD uses an up-to-date geographical database for addresses, streets, roads, and other geographical landmarks. Contractor shall

have a process to update the CAD geographical database on no less than a semi-annual basis with new or modified geographic data from the San Joaquin County Community Development Department Geographic Information Systems (GSI) Division and city planning departments.

5. Contractor shall utilize CAD software that includes security features preventing unauthorized access and full audit trail documentation.
 6. The CAD system shall:
 - a. Provide navigation function recommending the best route to scene
 - b. Be capable of alerting/warning display of hazards and changing conditions.
 - c. Have integration with Google and Yahoo for premise information and Google Aerials.
 - d. Use an ESRI based mapping system called GEO, replacing its proprietary mapping system.
 7. Contractor shall ensure that patient transportation and disposition is defined and recorded according to the requirements of EMS Agency policies and procedures.
 8. Contractor shall provide complete and accurate copies of digital recordings and individual CAD records to the EMS Agency within two hours of request.
 9. Contractor shall establish a Performance Standards Committee for the dispatch center which includes representatives of user groups and the EMS Agency.
- B. Accreditation - The dispatch center shall maintain designation as an Accredited Center of Excellence for emergency medical dispatch (EMD) by the International Academies of Emergency Dispatch for emergency medical during the entire term of this Agreement.
- C. Staffing – The dispatch center shall be staffed with sufficient emergency medical dispatchers to accomplish the above functions.
- D. Dispatcher Training:
1. Each emergency medical dispatcher shall be certified in EMD by the International Academies of Emergency Dispatch (IAED) and achieve and continuously maintain accreditation as an EMS dispatcher in accordance with EMS Policy No. 2101 EMS Dispatcher Authorization.
- E. Dispatch Center Management – Contractor shall have a full-time equivalent dispatch center Director.
- F. Continuous Quality Improvement:
1. The Contractor shall establish a continuous quality improvement (CQI) program for its dispatch center meeting the standards of IAED and EMS Agency policy. It shall address structural, resource, and/or protocol deficiencies as well as measure compliance to protocol standards through ongoing random case review for each emergency medical dispatcher.
 2. Features of the CQI program shall include:

- a. Daily feedback of case reviews provided within 72 hours to call takers;
- b. Audit of a random three percent of all emergency medical dispatch calls each month for review and timely feedback;
- c. A review all cardiac arrest calls and all calls by infrequent call takers.

G. Priority Dispatch System:

1. The Contractor shall utilize the Medical Priority Dispatch System medical dispatch protocol reference system, including:
 - a. Systematized caller interrogation questions;
 - b. Systematized dispatch life support instructions, and
 - c. Systematized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response (emergency and/or non-emergency).

H. Communications Equipment:

1. The Contractor shall provide and maintain in good operating condition, communication equipment consistent with County policies and procedures. Such communications equipment shall be compatible with existing San Joaquin County equipment and be compliant with federal, state, and county communications requirements and remain so during the contract period.
2. The County has various developed radio towers and vaults throughout the County, which are linked via a microwave system. The County will make space on towers and vaults available to the Contractor on a space available basis, at cost.

I. Recordings:

1. Contractor shall have capabilities for 24-hour, "real time" recordings of all incoming emergency telephone lines and radio frequencies. All radio and telephone communications shall be recorded on digital recording medium and kept for a minimum of 365 days.
2. Contractor shall provide complete and accurate copies radio recordings and individual CAD records to the EMS Agency within two hours of request.

J. Vehicle Locator Technologies – Contractor shall utilize vehicle locator technologies allowing dispatchers to visually identify the location of Contractor's San Joaquin County ambulance in the EMS system on a computer screen at all times, ensuring that the closest and most appropriate ambulance is dispatched to every call for emergency service.

K. Continuity of Operations Plan - Contractor shall have a plan to provide for emergency and advanced life support ambulance dispatch during any period of primary dispatch center system failure. Contractor shall have a backup system in place to restore dispatch operations within five minutes of failure of its primary dispatch center.

- L. EMS Agency Equipment - Contractor shall install and maintain a T1 or faster connection from the Contractor's CAD to the EMS Agency and provide a computer, printer, and CAD monitor at the EMS Agency, providing real-time viewing of deployed ambulance resources, active and pending incidents, and the ability to run reports. The Contractor's CAD system shall include an interface allowing County access to raw data.
- M. Designated EMD Center CAD link - Contractor shall support at its cost a dedicated T1 or faster connection (CAD to CAD link) between its dispatch center and any other designated EMS dispatch center specified by the EMS Agency. For the purpose of this Section "designated EMS dispatch center" means an entity authorized by the County to provide dispatch services for ambulance or non-transport EMS resources serving San Joaquin County.

4.9 Equipment and Supplies

A. Ambulances and other vehicles

1. Contractor shall provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required.
2. The Contractor shall have sufficient vehicles to provide the level of service proposed, including ambulances, supervisor's vehicles, and any other necessary vehicle.
3. All ambulances used under the contract shall meet or exceed applicable federal and state ambulance vehicle standards;
4. All ambulances and supervisory vehicles exceeding 250,000 miles shall be removed from service and replaced with newly procured ambulances or vehicles.
5. The Contractor shall maintain, and provide to the County, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the County.

B. Ambulance equipment and supplies:

1. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, State, and local requirements for ALS level ambulances, including the requirements of San Joaquin County EMS Agency policies and procedures.
2. Each ambulance shall be equipped in accordance with EMS Policy No. 4102 including the following equipment:
 - A cardiac monitor/defibrillator capable of 12-lead transmission. This equipment shall be able to perform 12-lead ECG monitoring, defibrillation, external cardiac pacing, and cardioversion;
 - Non-invasive blood pressure monitoring;

- End-tidal CO2 monitoring (capnography);
 - Pulse oximetry; and
 - Temporal thermometer.
3. All ambulances operated by Contractor shall be constructed in accordance with federal and state requirements.
 4. All medical equipment shall be in good repair and safe working order at all times. Contractors shall track all equipment failures through incident reports, which are sent to the Deployment Coordinator.
 5. The Contractor shall have sufficient medical equipment so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.
 6. Contractor shall maintain, within the exclusive operating area, a surplus of all required supplies sufficient to sustain operations for a minimum of five days.

C. Radio Communications:

1. The Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with the Contractor's dispatch center, base hospitals, other hospitals, fire agencies, and public safety agencies.
2. Each ambulance shall be equipped at a minimum with:
 - a. VHF and UHF mobile radio in the driver's compartment allowing staff to communicate with dispatch, hospitals, and other responding units and agencies.
 - b. UHF microphone and speaker installed in the patient compartment allowing the attending paramedic to communicate with the base and receiving hospitals.
 - c. Alerting device(s) to notify ambulance personnel of response need.
 - d. Mobile data terminal linked to Contractor's dispatch center.
3. VHF and UHF mobile radio communications equipment must have at least 50-watt minimum power output and be sufficient to meet or exceed the requirements of County policies and procedures.
4. All on-duty personnel shall be outfitted with portable radios that include an alerting system.
5. Contractor shall provide technology that allows ambulance crews to immediately mark on-scene time using push button technology connected to the Contractor's computerized dispatch system.

D. Controlled Substances:

1. The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) requirements and San Joaquin County EMS Agency policies, to govern the storage, inventory,

accountability, restocking, and procurement of controlled drugs and substances permitted by the County to be carried and utilized in the provisions of ALS by paramedics. This shall include:

- a. Identification of a controlled substances program administrator;
 - b. Logging of all controlled substances into a controlled substance central inventory log, with any movement or changes of logged therein;
 - c. Labeling of each item with a unique inventory number;
 - d. Placement of substances into an individually numbered box that is sealed with a tamper evident seal and with a unique seal number;
 - e. Storage of controlled substance boxes in a safe, under 24-hour surveillance;
 - f. A monthly summary report of controlled substance inventory by the program administrator.
2. The EMS Agency Medical Director shall approve all controlled substance policies and procedures of Contractor.
 3. Any incident of non-compliance with controlled substance policies and procedures shall be reported as an Unusual Occurrence in accordance with EMS Policy No. 6102.

E. Vehicle Maintenance Program

1. The Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service.
2. The Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Interior and exterior appearance of vehicles shall be excellent. The Contractor shall remove damaged ambulances from service and, in a timely manner, repair all damage to ambulances with any deficiency that compromises, or may compromise, its performance.
3. Contractor shall routinely clean and disinfect patient areas following each patient transport. On a bi-monthly schedule Contractor shall decontaminate patient areas of each ambulance using a disinfecting fogger (e.g. Zimek Rapid Decontamination system) or equivalent process. In the event any ambulance is deemed to have had a high level of exposure, Contractor shall remove the ambulance from service until it can be decontaminated using the disinfecting fogger or equivalent process.
4. Records of vehicle maintenance shall be submitted to the County within five business days of request.
5. Contractor's mechanics must have at least four years of experience and current ASE and Mobile Air Conditioning (MAC) certifications.
6. Contractor shall submit for approval to County an annual Fleet Maintenance Program. This program shall include minimum maintenance intervals and additional service intervals that meet or exceed all manufacture recommendations and any additional requirements specified by the County.

- F. Penalty for mechanical failure - The Contractor shall pay a fine of \$5,000 per each preventable mechanical failure in route to or while transporting a patient from an emergency call.

4.10 Disaster Preparedness

A. Disaster Plan

1. The Contractor shall have a plan for the recall of off-duty personnel to staff ambulances and provide manpower during multi-casualty incidents or declared disasters. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

B. Incident command

1. At the scene of an MCI the Contractor's personnel shall perform in accordance with the EMS Agency policies and procedures, including EMS Policy No. 5001, and participate in the Incident Command System (ICS) structure and in accordance with the requirements of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).

C. Mutual Aid/Zone Assist

1. Consistent with EMS Agency policy and the SSM Contractor shall render immediate zone assist to those providers of emergency ambulance service operating in other ambulance response zones in San Joaquin County in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.
2. To the extent that the Contractor has units available, but consistent with its primary responsibility to provide emergency ambulance and ALS services in Zone D, the Contractor, with County approval, may provide mutual aid outside of San Joaquin County. Contractor shall not respond to requests for mutual aid outside of San Joaquin County without authorization of the EMS Agency.

D. Disaster planning

1. The Contractor shall actively participate with the County in medical disaster preparedness activities. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any EMS Agency approved disaster exercise in which the County disaster plan/multi-casualty incident plan is exercised.

E. Planned surge

1. Contractor will participate in County's planning process for upcoming events (e.g., inclement weather, large community events, historical surge of call volume/flu season, etc.).

2. Contractor will staff additional units as appropriate for the event and will adjust the system status plan as needed. It will utilize supervisory units as needed.
3. In the event that mutual aid resources are needed, Contractor will go through the County's Region 4 disaster plan and establish contact with the EMS Duty Officer to initiate contact with the Medical Health Operational Area Coordinator to request additional resources.

F. Unplanned surge

1. In the event of an unplanned surge (e.g., multi-casualty incident, unexpected high-call volume, and requested mutual aid into neighboring counties), Contractor will:
 - a. Using command and control, issue a low-level alert;
 - b. Take steps so that its units will be expedited back into the system;
 - c. Activate supervisory resources;
 - d. Page off-duty personnel for immediate deployment; and
 - e. Activate air ambulance resources as needed.
2. In the event mutual aid resources are needed, Contractor will go through the County's Region IV Disaster Plan and establish contact with the EMS Duty Officer to initiate contact with the Medical Health Operational Area Coordinator (MHOAC) to request additional resources.

4.11 System Committee Participation

The Contractor shall designate appropriate personnel to participate in committees identified by the EMS Agency as having an impact on emergency medical services for the County.

4.12 Public Information and Education Programs

- A. The Contractor shall participate in the EMS Agency's public education and information program including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury prevention/reduction, and general health and safety promotion.
- B. The Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR), emergency preparedness, and injury prevention.

4.13 EMS Training Programs

The Contractor shall make a good faith effort to participate in monthly training programs for fire departments and other non-transport emergency medical responder organizations. These may include, but not be limited to, joint training exercises and providing of instructors for training courses and similar activities.

4.14 Non-transporting Response Provider Relationships

- A. Personnel return: Contractor agrees to return rural non-transport emergency medical responder personnel who accompany the ambulance crew during transport, to their regular duty station at the earliest possible time following the transfer of patient care after transport. Alternative transportation, such as a taxi or Supervisor, will be provided when necessary.

4.15 Receiving Hospital Relationships

Contractor will provide receiving hospitals with access to and training in the Contractor's electronic prehospital care report system, allowing for the receipt of the completed patient care record (PCR) which has been transmitted after transfer of patient care to the hospital using a secure connection.

SECTION 5: PERSONNEL

5.1 Clinical and Staffing Standards

- A. The Contractor's provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, County ordinances, and EMS Agency policies, procedures and protocols.
- B. The Contractor shall be held accountable for its employees' licensure, performance and actions.
- C. All persons employed by the Contractor in the performance of work under this Agreement shall be competent, highly skilled, and shall hold appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession.

5.2 Ambulance Staffing

- A. The Contractor shall, at all times, staff each ambulance with at least one person licensed in the State of California and accredited in San Joaquin County paramedic (EMT-P) and one person licensed and accredited as an EMT-P or certified as an EMT-I within the State of California in accordance with EMS Agency policies.
- B. All patients transported from incidents defined in Section 1.5 A-C shall be attended to by a Contractor EMT-P regardless of the level of care (BLS, LALS, or ALS) needed during transport to the hospital or while awaiting transfer of care at the receiving hospital. A County authorized EMT-P intern may attend to the patient while under the direct and immediate supervision of the Contractor's EMT-P who has been approved as a paramedic preceptor by the EMS Agency.
 - 1. The County may at its sole discretion allow Contractor to use BLS staffed and equipped ambulances to respond and transport patients from incidents defined in Section 1.5 A-C.
 - 2. Such use of BLS staffed ambulances would be limited to specific types of incidents as determined by County medical control policy or during times of

extraordinary system overload when ALS ambulances are not immediately available.

3. The use of BLS ambulance does not alleviate the Contractor from the requirement that a paramedic attend to every patient transported by an ALS ambulance.
- C. The Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited.
- D. Field personnel with bilingual skills reflecting the diversity of languages spoken in San Joaquin County are highly valued.

5.3 Working Conditions for Ambulance Personnel

A. Work schedules and conditions:

1. Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. The Contractor shall ensure that ambulance personnel working extended shifts, part-time jobs, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills.
2. Contractor shall not schedule employee shifts that exceed twenty-four (24) hours. If a scheduled relief employee is late or fails to show, Contractor may extend an on-duty employee's twenty-four (24) shift by no more than four (4) additional hours.
3. Contractor shall prohibit field personnel from working more than twenty-four (24) consecutive hours, or as extended pursuant to this section, without a minimum of a twelve (12) hour break.
4. Upon request of the Contractor these scheduling restrictions may be waived by the EMS Agency during times of extraordinary demand.
5. Personnel schedules shall be monitored by Contractor. Contractor shall provide County with a summary of regular and extended shifts per employee as requested.

- B. New employee recruitment and screening process - The Contractor shall operate a comprehensive program of personnel recruitment and screening designed to attract and select field personnel to include a pre-hiring assessment of an individual's knowledge, skills, and physical fitness.

C. Fatigue prevention program:

1. Contractor shall establish a fatigue policy, approved by the County, that shall include a process to monitor fatigue as measured by assigned shifts. Information from this process will be used to prevent fatigued personnel from working.

- D. Contractor's fatigue policy shall be designed to prevent fatigue in its on-duty personnel. This policy shall ensure that a unit is immediately taken out of service when Contractor's on-duty supervisor is notified by an employee or determines that a field employee is no longer able to perform their responsibilities due to fatigue.
- E. Employee assistance program - The nature of work in emergency medical services may produce stress in pre-hospital care personnel. The Contractor shall maintain an employee assistance program (EAP) for its employees.
- F. Self-Disclosure of a Drug / Alcohol Problem:
 - 1. Contractor shall strongly encourage its employees to proactively inform their supervisor or a human resources representative if they have an alcohol or controlled substance abuse problem. If notified, Contractor shall conduct an investigation into the matter which may include requiring the employee to take an alcohol and/or controlled substances test. If the investigation shows that the employee's disclosure was made proactively (i.e., before being requested by Contractor to submit to drug or alcohol testing and before an incident occurs that could reasonably lead to such request), the employee may be permitted, in lieu of termination, to enter into a written "Last-Chance Agreement" between the employee and Contractor. As part of the Last-Chance Agreement, the employee may be required to take a leave of absence in order to complete appropriate treatment for alcohol and/or controlled substance abuse. Before becoming eligible to return to duty, employees participating in a last-chance agreement must agree and fully comply with all requirements established by Contractor, the County, and the County's Medical Director.
 - 2. Contractor shall ensure that this program is conducted with a goal of ensuring a non-impaired workforce and protection of patients and others.
- G. Penalties for failure to meet ambulance staffing or clinical standards - The Contractor shall pay a fine of \$5,000 whenever an ambulance, not staffed as required, responds to an emergency call. Within 72 hours of discovery, the Contractor shall provide the County with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.
- H. ALS Expanded Scope of Practice - Paramedics accredited by the San Joaquin County EMS Agency must complete training in expanded scope of practice skills and medications listed in the EMS Agency Policy No. 2560. Contractor shall have a process to conduct expanded scope of practice training of new personnel and regularly evaluate its employees' ability to effectively perform and administer expanded scope of practice skills and medications.
- I. ALS Skills Refresher:
 - 1. The EMS Agency's Continuous Quality Improvement Council (CQI Council) will, at least annually, identify ALS skills to be refreshed by all paramedics. A minimum of four hours each quarter shall be allocated for each paramedic to

refresh ALS skills identified by the CQI Council. The Contractor shall be responsible for ensuring that its paramedic personnel complete this training and any other refresher training recommended by the CQI Council and required by the EMS Agency's Medical Director.

2. Contractor shall offer ALS skills refresher training for its personnel twice each month which at a minimum address skills identified by the CQI Council or the EMS Agency's Medical Director.

J. Physical Fitness Standards:

1. The Contractor shall have a validated physical ability testing (PAT) program, for all field personnel, including field supervisors, and including pre-hire testing, annual testing, and remediation for those who fail the annual test, and dismissal for failure to remediate, to ensure that all field personnel, including field supervisors, are physically able to perform essential job duties in a safe and effective manner.
2. Contractor's PAT program shall at a minimum assess:
 - a. Muscular Tension – Tasks requiring pushing, pulling, lifting;
 - b. Fine Motor Skills – Tasks requiring the individual to perform dexterity and fine motor skills after being physically taxed;
 - c. Muscular Endurance – Tasks involving repetitions of exercises (e.g., carrying objects up and down stairs);
 - d. Cardiovascular Endurance Tests – Tasks assessing aerobic capacity;
 - e. Flexibility Tests – Tasks where bending, twisting, stretching or reaching of a body segment occurs.
3. Contractor's PAT program shall at a minimum simulate the ability in one continuous process to:
 - a. Lift and carry a standard airway resuscitation bag and monitor-defibrillator up six flights of stairs within two minutes;
 - b. Perform chest compressions on a standard CPR mannequin for two minutes at a rate of 80 to 100 compressions per minute.
 - c. Drag a 165 lb. dummy 15 feet.
 - d. Unload/reload a 165 lb. stretcher in and out of an ambulance.
4. Contractor shall submit its PAT Program to the EMS Agency for approval no later than Dec 31, 2021 Contractor shall initiate its PAT Program within 30 days of receiving EMS Agency approval of its PAT Program. Contractor shall submit all revisions to its PAT Program to the EMS Agency for approval prior to implementation.

K. Management and Supervision:

1. The Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. The Contractor shall provide at least one field supervisor 24 hours per day and be able to respond without delay. Field Supervisors shall serve as a resource for crews and primarily focus on the oversight of field operations, system status

management, ambulance availability, multi-casualty incident management, and other operational concerns. Field Supervisors shall be currently licensed as paramedics with current accreditation by the San Joaquin County EMS Agency.

2. In addition to responding to the needs of the Contractor's personnel, Field Supervisors shall immediately respond to any request by the County or public safety personnel from within Zone D and shall be authorized to act on behalf of the Contractor.

L. Orientation of New Personnel:

1. The Contractor shall ensure that field personnel are properly oriented before being assigned to work in the EMS system. The orientation shall include, at a minimum:
 - a. An overview of the San Joaquin County EMS system;
 - b. EMS policies and procedures including patient destination, trauma triage, and patient treatment;
 - c. Radio communications with and between the ambulance, base hospital, receiving hospitals, and dispatch center;
 - d. Map reading skills, including key landmarks, routes to hospitals and other major receiving facilities;
 - e. Emergency response areas within the County and in surrounding areas; and
 - f. Ambulance equipment utilization and maintenance, in addition to the Contractor's policies and procedures.
2. Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the County paramedic accreditation process for its personnel.

M. In-service Training and Prospective Evaluation:

1. The Contractor shall have processes for ensuring personnel are prepared to perform the services required by this Agreement including but not limited to:
 - a. A process, to train EMT personnel to assist the EMT-P in the provision of advanced life support patient care.
 - b. A process designed to teach, assess, and ensure each employee's mastery of EMS Agency policies and procedures.
 - c. A process to teach, assess and improve patient care documentation.
 - d. A process of on-going leadership training and employee development for all supervisors and program leaders.

N. Driver-training - The Contractor shall maintain an on-going driver-training program for ambulance personnel.

O. Identification - Contractor shall issue to all ambulance staff and field interns a photo identification card, approved by County. Contractor shall ensure that all on-duty ambulance personnel, field interns and observers have in their possession a valid Contractor photo identification card.

P. Professionalism and Courtesy - The conduct and appearance of the Contractor's personnel must be professional and courteous at all times.

Q. Preparation for Multi-patient Response:

1. The Contractor shall ensure that all ambulance personnel and supervisory staff are trained and prepared to assume their respective roles and responsibilities under the San Joaquin County Multi-Casualty Medical Incident (MCI) and disaster plans, including:
 - a. Ambulance strike team leader training (field supervisors, and alternate field supervisors);
 - b. ICS-100 or ICS-100.b training;
 - c. ICS-200 or ICS-200.b training;
 - d. ICS-300 training (supervisory personnel);
 - e. IS-700.a training;
 - f. IS-800.b training (supervisory personnel);
 - g. County-approved MCI training course; and
 - h. Hazardous materials first responder awareness (FRA) training;
 - i. Hazardous materials first responder operations (FRO) training (supervisory personnel).
2. County will provide the current MCI plan to Contractor and will notify Contractor of any changes to such plan.

R. Safety and Infection Control:

1. Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when in the scope of their employment.
2. The Contractor shall have a County approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.
3. Contractor shall notify the County within five business days of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's San Joaquin County operations.
4. Contractor shall, upon request, furnish documentation satisfactory to County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

SECTION 6: QUALITY/PERFORMANCE

6.1 Clinical Excellence and Quality Improvement (QI)

- A. The Contractor shall, throughout its organization strive for clinical excellence. This includes, but is not limited to:
1. Clinical care and patient outcome.
 2. Skills maintenance/competency.
 3. Mastery of EMS Agency policies and procedures.
 4. Patient care and incident documentation.
 5. Evaluation and remediation of field personnel.
 6. Measurable performance standards.
 7. The Contractor's ability to implement and operationalize its QI plan.
- B. Services and care delivered must be evaluated by the Contractor's internal quality improvement program, and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety.
- C. The Contractor shall have a process to remediate and terminate prehospital care personnel for failure to meet clinical excellence standards.

6.2 Quality Improvement (QI) Program

- A. The Contractor shall establish a comprehensive emergency medical services system quality improvement (QI) program meeting the requirements of Section 100402, Title 22, California Code of Regulations (EMS System Quality Improvement) and the California EMS System Quality Improvement Guidelines EMS Policy No. 6620.
- B. The program shall be designed to interface with the County's quality management program, including participation in system related quality improvement activities. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer service practices, including how

customer satisfaction is determined and how customer inquiries/complaints are handled.

- C. Desirable features for the QI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.
- D. The Contractor's QI program shall be capable of identifying significant clinical errors and deviations from EMS Agency policy and initiating corrective action to prevent future occurrences in a time appropriate manner.
- E. The Contractor shall participate in the EMS Agency's QI program and make available all relevant records for program monitoring and evaluation.

6.3 Quality Improvement Plan Evaluation

A. Contractor shall:

- 1. Review its QI plan annually for appropriateness to the Contractor's operation and revise as needed.
- 2. Provide the County with an annual report and a revised QI plan. The annual report shall include all evaluation metrics, corrective actions, and performance improvement plans implemented during the preceding 12 months.
- 3. Submit monthly and quarterly QI reports as required by the CQI Council and EMS Agency policy.
- 4. Develop an individual or system performance improvement plan (PIP) when the QI program identifies a need for improvement. If the area identified as needing improvement includes clinical performance or adherence to EMS Agency policy, collaboration with and approval from the EMS Agency Medical Director or his/her designee is required.

6.4 Dispatch Quality

As it relates to its dispatch operation, Contractor's QI program shall meet the standards described in the International Academies of Emergency Dispatch standards. It shall address structural, resource, and/or protocol deficiencies as well as measure compliance to minimum protocol compliance standards as established by the EMS Agency Medical Director through ongoing random case review for each emergency medical dispatcher.

6.5 Clinical/QI Coordinator

- A. Contractor shall employ a full-time Clinical/QI Coordinator to plan and direct clinical quality improvement activities designed to ensure continuous delivery of clinical excellence consistent with established standards. Minimum qualifications shall include:

1. Education – graduation from an accredited four-year college or university with a major in nursing, health, epidemiology, statistics, business or public administration or related field.
2. Experience – Three years of experience in EMS administration, prehospital QI, hospital standards and compliance, emergency or trauma center QI.
3. Substitution – A master's degree in a field of study identified above may substitute for one year of experience.
4. License – Possession of a registered nurse license (preferred) or paramedic license from the State of California.

6.6 Inquiries and Complaints

- A. The Contractor shall respond to County inquiries about service and/or complaints within one business day of notification.
- B. The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

6.7 Unusual Occurrences and Complaints

- A. The Contractor shall notify the County of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements.
- B. The Contractor shall complete an incident, sentinel event, or unusual occurrence report within the time frame required by EMS Agency policies. Contractor shall agree to cooperate fully with the EMS Agency in the investigation of any incident, sentinel event, or unusual occurrence.

SECTION 7: DATA AND REPORTING

7.1 Electronic Patient Care Record System

- A. Contractor shall utilize an electronic patient care report (ePCR) system that is National EMS Information System (NEMSIS) compliant and HL7 compatible, and approved by the EMS Agency for patient documentation on all patient contacts including non-transports.
- B. An ePCR shall be accurately completed by Contractor's personnel to include all County-prescribed data, and all such information shall be submitted and distributed according to EMS Agency policy.
- C. The Contractor shall transmit an ePCR to the receiving hospital within 45 minutes of transferring patient care to the receiving hospital using a secure connection. Alternatively, Contractor shall provide the receiving hospital with access to its ePCR

system with the ePCR being completed within 45 minutes of transferring patient care to the receiving hospital.

- D. Contractor will provide the EMS Agency with access to and training in Contractor's electronic prehospital care report system. This access to the Contractor's ePCR report system shall include access and training to create customized reports.
- E. The Contractor's ePCR system shall allow for the timely transmission of required data elements to the EMS Agency in a digital format that allows direct import into the EMS Agency's database in order to allow full Countywide integration of ePCR and CAD data.
- F. The Contractor's ePCR system shall be compatible with both NEMSIS and EMS Policy No. 6301. Any discrepancy between NEMSIS and EMS Agency policy shall be resolved in favor of compliance with EMS Agency policy. The EMS Agency shall have sole discretion to determine whether Contractor complies with EMS Agency policy.
- G. The Contractor's ePCR system must be capable of capturing and accurately reporting the California EMS Authority's Core Measures.

7.2 Data Use and Reporting Responsibilities

- A. The Contractor shall submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the County.
- B. The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as required by County.
- C. Contractor shall provide computer-aided dispatch data to the County, in an electronic format acceptable to the County, on a monthly basis. Computer-aided dispatch (CAD) data shall include, as a minimum, records for all emergency ambulance requests received at the Contractor's dispatch center. Each computer-aided dispatch record submitted to the County shall, as a minimum, contain the data fields required by San Joaquin County EMS Policies and Procedures.

7.3 Personnel Records

- A. Contractor shall maintain current records related to EMT, EMT-P, and EMD licensing, accreditation, certification, and continuing education.
 - 1. Upon request, Contractor shall provide the County with a list of EMTs currently employed by the Contractor. Information shall include, but not be limited to, name and EMT certification number.
 - 2. Upon request, Contractor shall provide the County with a list of EMT-Ps currently employed by the Contractor. Information shall include, but not be limited to, name and EMT-P license number.

3. Upon request, Contractor shall provide the County with a list of Emergency Medical Dispatchers currently employed by the Contractor or by any dispatch agency utilized by the Contractor to meet the requirements of this RFP. Information shall include, but not be limited to, name and certification number.

7.4 Prehospital Care Reports and Penalties

Prehospital care records (PCRs) must be made available or transmitted to the receiving hospital within 45 minutes of transferring patient care to the receiving facility 90% of the time as measured each month. The penalty for failure of the Contractor to complete a patient care record and make the PCR available to or transmit the ePCR to the receiving hospital within 45 minutes of transferring patient care to the receiving hospital is \$100 per occurrence each month for each late occurrence that exceeds the 90% success requirement.

7.5 Audits and Inspections

- A. Contractor shall retain and make available for inspection by the County during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for County examination and audit, all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by the Agreement.
- C. County representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.
- D. The County's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

SECTION 8: SUBCONTRACTS

8.1 Relationships and Accountability

- A. Should the Contractor utilize one or more Subcontractors to provide any of the Contractor's primary responsibilities, including dispatch services, the Contractor

shall seek and obtain approval of the subcontract(s) from County, and provide assurance to the County that each of the Subcontractor(s) is professionally prepared for and understands its role within the system.

1. The Contractor shall provide clear evidence that the scope of service designed for the Subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
2. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the Subcontractor(s).
3. The inability or failure of any Subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
4. The Contractor shall designate a management liaison to work with the San Joaquin County EMS Agency in monitoring compliance of Subcontractors with contractual and system standards.

8.2 General Subcontracting Provisions

- A. All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to County.
1. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
 2. Nothing in the Agreement, or in any subcontract, shall preclude the County from monitoring the EMS activity of any Subcontractor.
 3. There shall be a section in each subcontract requiring prior approval from the County before any subcontract may be modified.
 4. The Contractor shall assure that the Subcontractors cooperate fully with the County.
 5. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

8.3 Performance Criteria

All Subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and penalties for non-compliance.

SECTION 9: ADMINISTRATIVE REQUIREMENTS

9.1 Performance Security

- A. The Contractor shall obtain, prior to commencement of operations, and maintain throughout the term of the Agreement, performance security. This performance security shall include all of the following:

1. The Contractor shall place one-million dollars (\$1,000,000) on deposit with the County. All interest accrued is the property of Contractor and shall be forwarded to Contractor by County on an annual basis.
2. Contractor agrees to the immediate release of funds to the County upon determination by the County that the Contractor is in major breach of the Agreement or violation of County Ordinance and that the nature of the breach or violation is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor shall be initiated and resolved only after release of the funds to the County.
3. As may be permitted by Contractor's existing lines of credit and financing agreements, grant a first priority lien in favor of the County in all equipment, including vehicles, and supplies required to perform its obligations under its agreement with San Joaquin County.
4. In the event that Contractor occupies any space that serves its San Joaquin County Agreement, including but not limited to ambulance stations, maintenance facilities, and its dispatch center, through a lease or other contract with a third party, the Contractor will use its best efforts to include a provision in its lease or other contract with a third party that shall allow the County or the County's designee (as an intended third party beneficiary) to assume the rights and obligations of the Contractor upon written notice by the County to the third party. The County's obligations under the lease or other contract shall be limited to only those obligations which accrue during the period the County shall assume the rights and obligations of Contractor. After assuming the lease or other contract, the County shall have the right to assign the lease or other contract to its designee or to terminate the lease or other contract. In either case, the County shall have no liability to the third party for obligations which accrue following the County's assignment of the lease or other contract to the County's designee or upon the County's termination of the lease or other contract.
5. The County, from time to time, may request that Contractor execute and record, at the sole cost and expense of Contractor, such additional security agreements and financing statements reasonably required in order to perfect the County's security interest granted by Contractor in all equipment and supplies. If Contractor fails to execute any additional security agreements and financing statements within thirty days of the County's written request, the County may without waving any other rights or remedies, exercise its rights as holder of the performance security funds under this section.
6. Failure of the Contractor to meet these performance security requirements shall be a major breach of contract.

9.2 Takeover

- A. In addition to all other rights and remedies of the County, the County as the secured party shall have the right to take possession of the equipment and supplies for the purpose of providing ambulance services within San Joaquin County until such time as the County can contract with another provider of ambulance services. County

may also elect to sell some of the equipment and supplies and utilize these funds for the purpose of ensuring continuation of ambulance services in the County.

- B. In addition, if the County determines that a major breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after the Contractor has been given notice and reasonable opportunity to correct such deficiency, the Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours after a finding of major breach by County.

9.3 Insurance

- A. The Contractor, at its sole cost and expense, shall obtain maintain, and comply with all County insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to County Counsel and County Risk Management and shall be primary coverage as respects County.

B. Types of Insurance and Minimum Limits

1. General Liability. The Contractor shall obtain and keep in force during the term of the contract general liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program in the amount of not less than \$2 million for combined single limit bodily injury and property damage with a \$6 million umbrella policy, including coverage for (a) bodily injury, (b) personal injury (c) broad form property damage, (d) contractual liability and (e) cross-liability.
2. Professional Liability. The Contractor shall obtain and keep in force during the term of the contract professional liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program in the amount of not less than \$10 million primary coverage.
3. Automobile Insurance. The Contractor shall obtain and keep in force during the term of the contract comprehensive automobile liability insurance for each of the Contractor's vehicles used in the performance of its Agreement, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program in the sum of not less than \$5 million for combined single limit bodily injury and property damage.
4. Worker's Compensation Insurance. All employees of the Contractor must be covered by Worker's Compensation Insurance Policy, in the minimum statutorily required coverage amounts.

C. Other Insurance Provisions

1. Additional Insured. The Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming the County as additional insured for general liability and auto liability.
2. Hold Harmless. The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this Agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by County's fault or negligence. The obligation to indemnify, defend and hold harmless is not limited to insurance proceeds. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the Agreement.
3. Cancellation. All insurance policies shall include language requiring a 30-day notice to be given to the Permit Officer prior to cancellation, modification or reduction in limits.
4. Evidence of Insurance. Prior to the starting date of the contract and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements shall be filed with the County.

9.4 Business Office, Billing and Collection System

- A. Local Office – Contractor shall maintain a local business office within San Joaquin County for billing assistance and other customer inquiries.
- B. Telephone access – Contractor shall provide a local telephone number that allows patients to speak to a customer service representative at Contractor's regional billing office.
- C. Billing and collections system – The Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.

9.5 Annual Financial Review

- A. Contractor shall submit a Year-end Financial Report to the Contract Administrator. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with Generally Accepted Accounting Principles. Statements shall be available to the Contract Administrator on an annual basis within 120 calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Joaquin County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Joaquin County contract services available to the County at County's request.

- B. Contractor agrees that all revenue generated using personnel or equipment expensed as described in this Agreement, as well as the subsidy paid by any government entity within San Joaquin County will be credited to San Joaquin County revenues.
- C. If deemed necessary, County may initiate an independent financial audit of Contractor's San Joaquin County operation. Contractor shall reimburse County for fees charged to the County by the independent financial auditor, not to exceed \$30,000.

SECTION 10: FISCAL REQUIREMENTS

10.1 General Provisions

- A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All reports provided by Contractor shall be in accordance with Generally Accepted Accounting Principles and be based on an accrual system.
- C. Fiscal year for reporting purposes of this agreement will be January 1 to December 31.
- D. Contractor shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five years from the end of the reporting period to which they pertain. Contractor will provide County or its designee access to all records for analytical purposes.

10.2 Billing and Collections

A. Ambulance Charges

- 1. Rates – Approved rates beginning December 1, 2021 are located in Exhibit F. Contractor agrees to bill all transports and medical care without discount of these rates except as provided herein.
- 2. Rate Adjustment – On May 1, 2022 and annually through April 30, 2025, Contractor may increase its rates by a maximum of 4%. On May 1, 2025, Contractor may increase its rates by a maximum of 6%. These new rates shall take effect no sooner than thirty days after notification to the Contract Administrator of the new rates, and Contractor's submission of compiled year-end financial statements.
- 3. Contractor may request, and County at its sole discretion may approve, an increase in patient charges to mitigate unforeseen financial impacts of events that are beyond Contractor's control (e.g., statutory changes, fuel, pandemics, significant decrease in Medicare payments). Any such request by Contractor may not affect patient charges prior to November 1, 2021.

- B. Medicare and Medi-Cal – Contractor shall accept Medicare and Medi-Cal assignment.
- C. Medical Assistance Program and Correctional Health Services – Contractor shall accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County's indigent care programs and for all inmates and jail detainees for whom the County is financially responsible.
- D. Compassionate Care Policy:
 - 1. Contractor shall establish and maintain a compassionate care policy to remove the financial burden of ambulance transport for qualified patients, as approved by the Contract Administrator.
 - 2. Contractor's Compassionate Care Program shall identify those patients who do not have third-party insurance and who are within 200% of the federal poverty level. Based upon this criterion, patients enrolled in the program shall be eligible for no-cost service. In situations where patients can demonstrate some means to pay but are unable to do so within 30 days and a third-party alternative is not available, a discount and payment plan based on the individual patient situation shall be established. Contractor shall adjust the compassionate care thresholds annually, based on the published federal poverty levels.

10.3 Reporting Responsibilities

During the Service Period, Contractor shall provide the documents and reports as shown in Exhibit G.

10.4 Penalties, Fees

- A. Contractor shall be liable for the penalties and fines shown in Exhibit E.
- B. Payment Methodology – County will make final penalty determinations and invoice the Contractor. Contractor shall pay the County monthly for any penalties upon receipt and acceptance by the County of performance reports with penalties identified for the previous calendar month.
- C. Penalty Disputes – If the Contractor disputes the County's response time calculation, or the imposition of any other penalties, the Contractor may appeal to the EMS Agency in writing within 10 business days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. Health Care Services Agency Director shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor and Health Care Services Director within 30 business days of receipt of such requests. The decision of the Health Care Services Director regarding such matters shall be final.

- D. Use of Penalty Monies – Penalty monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the County.

SECTION 11: GENERAL CONTRACT REQUIREMENTS

11.1: Termination for Cause

Either party may terminate this agreement at any time for cause or for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

“Major breach” shall include, but not be limited to:

- A. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables County and Contractor to remain in substantial compliance with the requirements of federal, State, and local laws, rules and regulations;
- B. Willful falsification of information supplied by Contractor and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to this contract;
- C. Chronic or persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor following written notice by County to Contractor;
- D. Failure to comply with response time compliance area performance requirements for three consecutive calendar months, or for any four months in a calendar year;
- E. Failure to substantially and consistently meet the various clinical and staffing standards required herein;
- F. Failure to participate in the established Continuous Quality Improvement program of the San Joaquin County EMS Agency, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- G. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by County as provided for herein;
- H. Chronic or persistent failure to comply with conditions stipulated by County to correct any minor breach conditions;
- I. Failure of Contractor to cooperate and assist County in the investigation or correction of any minor or major breach of the terms of this contract;

- J. Failure by Contractor to cooperate with and assist County in its takeover or replacement of Contractor's operations after a major breach has been declared by County, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;
- K. Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area (EOA) agreement if a subsequent EOA agreement with Contractor is not awarded;
- L. Failure to comply with required payment of fines or penalties within 30 days written notice of the imposition of such fine or penalty;
- M. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
- N. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
- O. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- P. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the San Joaquin County EMS Agency or other oversight agency;
- Q. Any other willful acts or omissions of Contractor that endanger the public health and safety; and
- R. Failure to timely prepare and submit the required annual audit.

11.2 Declaration of Major Breach and Takeover/Replacement Service

- A. If the San Joaquin County Board of Supervisors determines that a major breach has occurred, and if the nature of the breach is, in the Board's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours after finding of major breach by the Board of Supervisors.
- B. Contractor shall provide the ambulances and crew stations in San Joaquin County to County, in mitigation of any damages to County, resulting from Contractor's breach or failure to perform. However, during County's takeover of the ambulances and equipment, County and Contractor will be considered lessee and lessor, respectively.

11.3 Dispute After Takeover/Replacement

- A. Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's performance security.
- B. Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to County, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with County to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

11.4 Breach Not Dangerous To Public Health and Safety

If County declares Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, Contractor may dispute County's claim of major breach prior to takeover/replacement of Contractor's operations by County.

11.5 Liquidated Damages

- A. The unique nature of the services that are the subject of this Agreement requires that, in the event of major default of a type that endangers the public health and safety, County must restore services immediately, and Contractor must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by County, it would be difficult or impossible to distinguish the cost to County of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to County during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to County that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or County's costs during takeover and interim operations.
- B. For these reasons, this liquidated damages provision is a fair and necessary part of this Agreement. The minimum amount of these additional costs to County (e.g., costs in excess of those that would have been incurred by County if the default had not occurred) could be not less than the amount Contractor spends to provide services in San Joaquin County during a six-month period, even assuming County's

takeover/replacement management team is fully competent to manage the previously contracted functions.

- C. Therefore, in the event of such a declared major breach and takeover/replacement by County of Contractor's services, Contractor shall pay County the Initial Bond set forth in Section 9 as liquidated damages.

11.6 County Responsibilities

In the event of termination, County shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

11.7 "Lame Duck" Provisions

If Contractor is not retained for any reason, County shall depend upon Contractor to continue provision of all services required under this Agreement until the succeeding contractor takes over operations. Under these circumstances, Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of this Agreement throughout any such "lame duck" period, the following provisions shall apply:

- A. Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;
- B. Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and County shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by County.

11.8 Retention and Audit of Records

Contractor shall retain records pertinent to this Agreement for a period of not less than five years after final payment under this Agreement or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the San Joaquin County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five years after final payment under this Agreement.

11.9 Indemnification for Damages, Taxes and Contributions

Contractor shall exonerate, indemnify, defend, and hold harmless County from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor's performance under the terms of this contract, excepting any liability arising out of the sole negligence or willful misconduct of County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons.
- B. Any and all federal, State and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, and social security and payroll tax withholding).

11.10 Equal Employment Opportunity

During and in relation to the performance of this Agreement, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other non-merit factor unrelated to job duties.
- C. In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with County.
- D. Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this agreement by a subcontractor compensated more than \$50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11.11 Independent Contractor Status

Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

11.12 Non-assignment and Non-delegation

Contractor shall not assign or delegate this Agreement without the prior written consent of County.

11.13 Monitoring Costs

Contractor shall pay the County an annual fee for the cost of monitoring Contractor's operational and clinical performance and other compliance with the terms of this Contract. The monitoring fee for the first year of this contract is \$25,000. The monitoring fee shall be adjusted annually based on the same percentage of increase authorized in the ambulance rate charged by the Contractor.

The annual fee shall be due on December 1st of each year of this Agreement.

The County warrants and represents that the payments made by Contractor to County shall be less than or equal to the County's actual costs to provide those services and oversight under this Agreement. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute

11.14 Entire Agreement

This Agreement and the exhibits attached hereto constitute the entire Agreement between County and Contractor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

11.15 Binding on Successors

This Agreement ensures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and assigns.

11.16 Captions

The captions heading the various sections of this Agreement are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neutral gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

11.17 Controlling Law and Venue

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective Rights and obligations of the Parties shall be governed by, the Laws of the State of California without regard to the principles of conflicts of law. Venue for all matters arising from this agreement is limited to San Joaquin County, California.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

COUNTY



Dan Burch, EMS Administrator
San Joaquin County EMS Agency

PROVIDER



Bill Caldera, Chief Executive Officer
Manteca District Ambulance Service

Approved as to form:



Zoey P. Merrill, Esq.
Deputy County Counsel

Exhibit A: EOA Zone Map

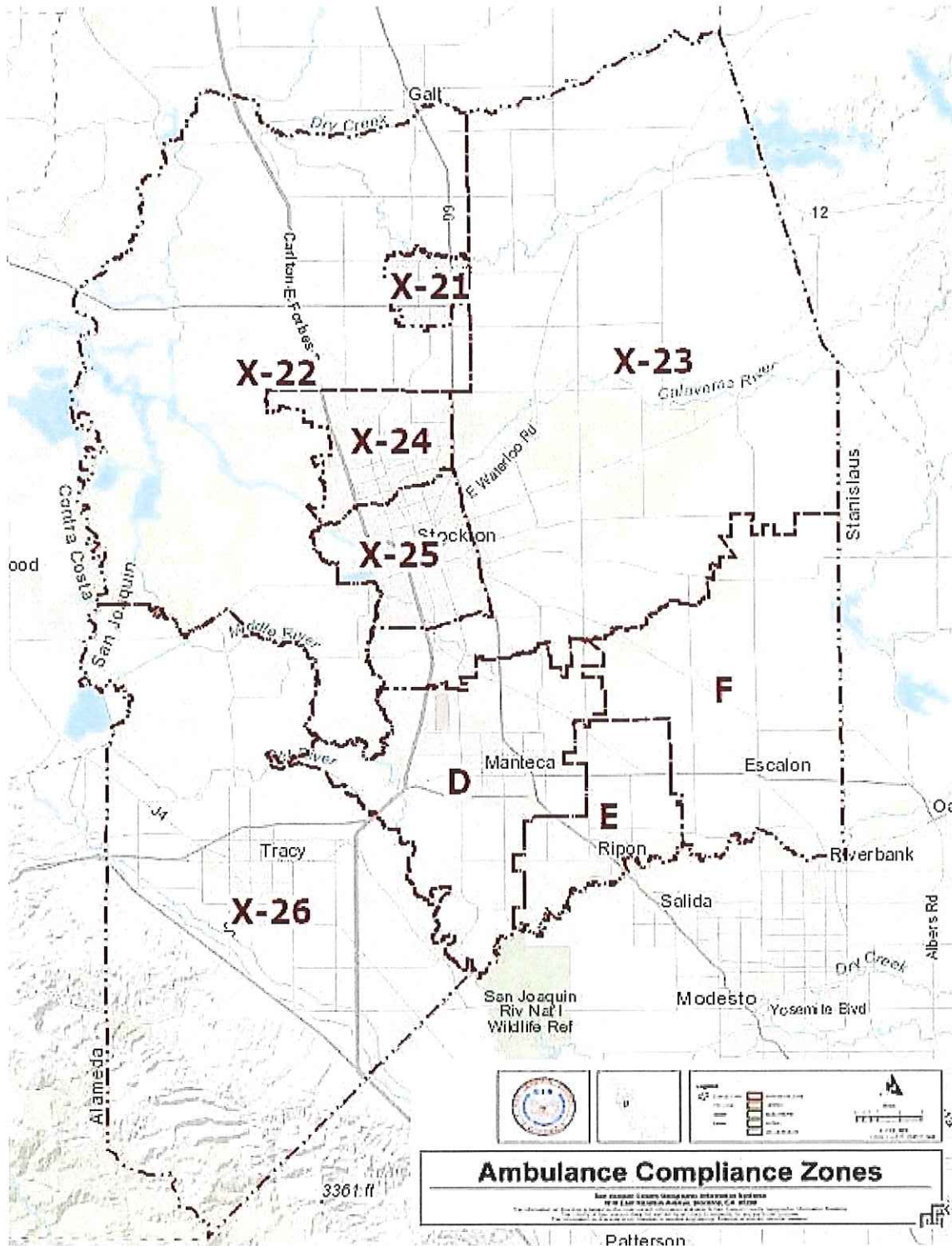


Exhibit B: San Joaquin Ambulance Zones Legal Description

The following description begins at the southeastern point of Zone D. The area described in this zone description encompasses the areas respectively west, south, east, and north of the periphery described herein.

Beginning at the southern edge of Zone D at the Stanislaus River at Longitude: -121.20574 Latitude: 37.69494; proceed north to Longitude: Longitude: -121.20574 Latitude: 37.70648 parallel with Trahern Road; proceed east to Longitude: -121.19660 Latitude: 37.70678; proceed northerly to Longitude: -121.19686 Latitude: 37.73210 (parallel with Lyons Road to the east); proceed west to Longitude: -121.20602 Latitude: 37.73221; continue north to Longitude: -121.20623 Latitude: 37.74300; proceed east to Alice Road; proceed north along Alice Road and beyond along an imaginary line to Longitude: -121.19737 Latitude: 37.76584 at Mono Street; continue east along an imaginary line to Longitude: -121.18823 Latitude: 37.76594; proceed north to Longitude: -121.18823 Latitude: 37.76842; proceed east to Jack Tone Road; continue north on Jack Tone Road to Longitude: -121.14354 Latitude: 37.80505; proceed west to Longitude: -121.16019, Latitude: 37.80519; proceed north to Louise Avenue and continue east to Longitude: -121.15298 Latitude: 37.81210; proceed north to the Union Pacific Railroad tracks and continue northeast to Longitude: -121.15397 Latitude: 37.83420; proceed east to Jack Tone Road; proceed south on Jack Tone Road to Longitude: -121.14436 Latitude: 37.82919; proceed east approximately 500 ft to Longitude: -121.14007 Latitude: 37.82926; proceed north approximately 1000 ft to Longitude: -121.14015 Latitude: 37.83414; proceed east to Longitude: -121.13577 Latitude: 37.83427; proceed north across Lone Tree Creek to Longitude: -121.13586 Latitude: 37.83793; Longitude: -121.12676 Latitude: 37.83793; proceed north to a point that intersects with an imaginary line that extends west from Dodds Road at Longitude: -121.12728 Latitude: 37.85603; proceed west approximately 250 ft. to Longitude: -121.12994 Latitude: 37.85610; proceed north to Wildwood Road; proceed west to Jack Tone Road; continue north on Jack Tone Road to Longitude: -121.14612 Latitude: 37.87026; proceed east to Longitude: -121.12796 Latitude: 37.87069; proceed north to the southwestern side of the BN & Santa Fe Railroad tracks and continue northwest to the North Fork of Little Johns Creek at Longitude: -121.14221 Latitude: 37.88793; proceed west along the North Fork of Little Johns Creek to Longitude: -121.15633 Latitude: 37.89017; proceed south in a straight line to Longitude: -121.15573 Latitude: 37.87032; proceed west to Longitude: -121.25108 Latitude: 37.86272; proceed south to Longitude: -121.25100 Latitude: 37.85920; proceed east to Longitude: -121.24653 Latitude: 37.85900; proceed south to Longitude: -121.24636 Latitude: 37.85479; proceed east to Longitude: -121.25340 Latitude: 37.85466; proceed north to Longitude: -121.25357 Latitude: 37.85534; proceed west to S. Airport Way and proceed north a few yards to Longitude: -121.25563 Latitude: 37.85554; proceed west to the intersection of E. Roth Road and the Union Pacific Railroad tracks; proceed north along the Union Pacific Railroad tracks to Longitude: -121.26473 Latitude: 37.85971; proceed west and southerly in a straight line to Longitude: -121.27246 Latitude: 37.85774; proceed south to Longitude: -121.27254 Latitude: 37.85632; proceed west to Longitude: -121.27349 Latitude: 37.85625; proceed southwest to E. Roth Road and the Union Pacific Railroad

tracks; proceed north on the Union Pacific Railroad tracks to Longitude: -121.27477 Latitude: 37.85747; proceed west to Longitude: -121.27941 Latitude: 37.85740; proceed south to Longitude: -121.27958 Latitude: 37.85693; proceed west to S. Harlan Road; proceed south on S. Harlan Road to E. Roth Road; proceed west on E. Roth Road to the east edge of the San Joaquin River; proceed southward along the San Joaquin River to Old River (on the north side of Cohen Road; proceed west and north and west along Old River, continuing past Middle River and southwest along Old River to the bifurcation at Longitude: -121.40811 Latitude: 37.80623; veer northwest along the river to Salmon Slough and proceed west to Longitude: -121.41832 Latitude: 37.81194, south to Longitude: -121.41852 Latitude: 37.81120; proceed southeast along the waterway to Longitude: -121.41535 Latitude: 37.80549; continuing east past Paradise Cut and under S. Paradise Avenue southerly and easterly to the end of the waterway at Longitude: -121.34932 Latitude: 37.78494; proceed southeasterly to points at Longitude: -121.34130 Latitude: 37.7823, and Longitude: -121.34042 Latitude: 37.78180, Longitude: -121.34008 Latitude: 37.78134, Longitude: -121.33972 Latitude: 37.77968, Longitude: -121.33823 Latitude: 37.77789, Longitude: -121.33731 Latitude: 37.77749, Longitude: -121.33601 Latitude: 37.77604; Longitude: -121.33577 Latitude: 37.77555, Longitude: -121.33321 Latitude: 37.77335, Longitude: -121.33013 Latitude: 37.77212, and Longitude: -121.32974 Latitude: 37.77039 to the western side of S. Manthey Road at Longitude: -121.32950 Latitude: 37.77027; proceed northeast along S. Manthey Road to Longitude: -121.32700 Latitude: 37.77162; proceed to Longitude: -121.32688 Latitude: 37.77176 and continue southeast along the floodplain to Longitude: -121.31711 Latitude: 37.76107; proceed east to the San Joaquin River at Longitude: -121.30855 Latitude: 37.76010; proceed southward and eastward along the San Joaquin River to follow along the northern side of Malibu Road beginning at Longitude: -121.27623 Latitude: 37.68731, continue to north of and along Lakeside Road to Longitude: -121.26988 Latitude: 37.68249; proceed northeast to the San Joaquin River at Longitude: -121.26674 Latitude: 37.68622; proceed southeast along the San Joaquin River to Longitude: -121.25104 Latitude: 37.66476, Longitude: -121.24855 Latitude: 37.66418, and back to the San Joaquin River at Longitude: -121.24632 Latitude: 37.66605; follow the San Joaquin River eastward to the border of Stanislaus County at the bifurcation of the Stanislaus River; proceed eastward along the Stanislaus River to the beginning at the southern edge of Zone D at the Stanislaus River at Longitude: -121.20574 Latitude: 37.69494.

Exhibit C: Description of Ambulance Response Time Compliance Areas

Note: All roads described as borders to density areas and any residences accessed along either side of such roads are considered to belong to the zone with higher density.

Zone D Urban Density:

Beginning at the southwest corner of the Urban area of Ambulance Zone D, at the junction of the Interstate 5 and the San Joaquin River; proceed northward along the San Joaquin River to a point that intersects at Dos Reis Road; proceed east on Dos Reis Road to S. Manthey Road; proceed north on S. Manthey Road to Roth Road; proceed east and northerly along the northern border of Zone D to French Camp Road; proceed southeast on French Camp Road to Austin Road; proceed south on Austin Road to E. Louise Avenue; proceed east on Louise Avenue to 37.81243, -121.17643; proceed due south to 37.80548, -121.17648; proceed east to 37.80489, -121.16656; proceed south to Hwy 120; proceed west to 37.79762, -121.17497; proceed south to and encompassing NB and SB 99 to the southern border of Zone D; proceed west along the southern border of Zone D to Moffat Blvd; proceed northwest on Moffat Blvd to E. Woodward Avenue; proceed west on E. Woodward Avenue to Pillsbury Road; proceed south on Pillsbury to 37.76812, -121.19732; proceed east to 37.76798, -121.19582; proceed south to 37.76641, -121.19606; proceed west to Pillsbury Road; proceed south on Pillsbury Road to 37.76465, -121.19749; proceed west to 37.76473, -121.20659; proceed north to 37.76803, -121.20688; proceed west to S. Union Road at 37.76875, -121.23385; proceed south on S. Union Road to Veritas Road; proceed west along an imaginary line to S. Airport Way at 37.75029, -121.25218; proceed north on S. Airport Way to Woodward Avenue; proceed on Woodward Avenue west to McKinley Avenue; proceed north on McKinley Avenue to California Hwy 120; proceed northwest along the southern side of Hwy 120 (not including Hwy 120) to the San Joaquin River; proceed northwest along the San Joaquin River to Interstate 5.

Zone D Suburban Density:

Beginning at the northeast corner of the Suburban area of Ambulance Zone D at the junction of Austin Road and Southland Road, proceed east along Southland Road to Prescott Road; proceed south along Prescott Road to E. Louise Avenue; proceed east along E. Louise Avenue to the edge of Zone D at 37.81213, -121.16063; proceed south along the border of Zone D to 37.80505, -121.16036; proceed east to Jack Tone Road; proceed south along Jack Tone Road to the border of Zone D at E. Clinton South Avenue; proceed west along the border of Zone D to Hwy 99; proceed northwest along the northeast side of Hwy 99 and south along the border of Zone D to the border of Zone D's Urban Density at 37.77208, -121.17426; proceed north following the border of the Zone D Urban Density to the corner of Austin Road and Southland Road.

Beginning at the junction of Pillsbury Road and E. Woodward Avenue proceed east to Moffat Blvd; proceed southeast along the western side of Moffat Blvd. along an

imaginary line to the border of Zone D; proceed west along the border of Zone D to Pillsbury Road; proceed north along the eastern border of Zone D's Urban Density to the junction of Pillsbury Road and E. Woodward Avenue.

Beginning at the junction of S. Union Road and Veritas Road, proceed north on S. Union Road to the junction of Zone D's Urban Density; proceed east along the southern edge of Zone D's Urban Density to the edge of Zone D at the point where an imaginary line extends southward from Pillsbury Road; proceed south along the border of Zone D to Melton Road; proceed west on Melton Road to S. Manteca Road; proceed north to Perrin Road; proceed west on Perrin Road to S. Airport Way; proceed north on S. Airport Way to the southern edge of Zone D's Urban Density; proceed east along the southern edge of Zone D's Urban Density to S. Union Road.

Beginning at the junction of Woodward Avenue and McKinley Avenue proceed west and then south on Woodward Avenue to E. Williamson Road; proceed west on E. Williamson to Oak Street; continue north and include the Turtle Beach RV Resort to the junction of Woodward Avenue and the San Joaquin River; proceed northwest along the San Joaquin River to Interstate 5; proceed east along the southern border of the Zone D Urban zone to McKinley Avenue; proceed south to the junction of Woodward Avenue and McKinley Avenue.

Beginning at the southwest corner of the Suburban area of Zone D at the junction of Dos Reis Road and the San Joaquin River proceed east along the border of Zone D to South Manthey Road; proceed south along the western edge of South Manthey Road to Dos Reis Road; proceed west along the norther edge of Dos Reis Road to the San Joaquin River.

Zone D Rural Density:

All of the area contained in San Joaquin County Ambulance Zone D that has not been previously described as Urban; or Suburban.

Exhibit D: Population Density/Response Time Map

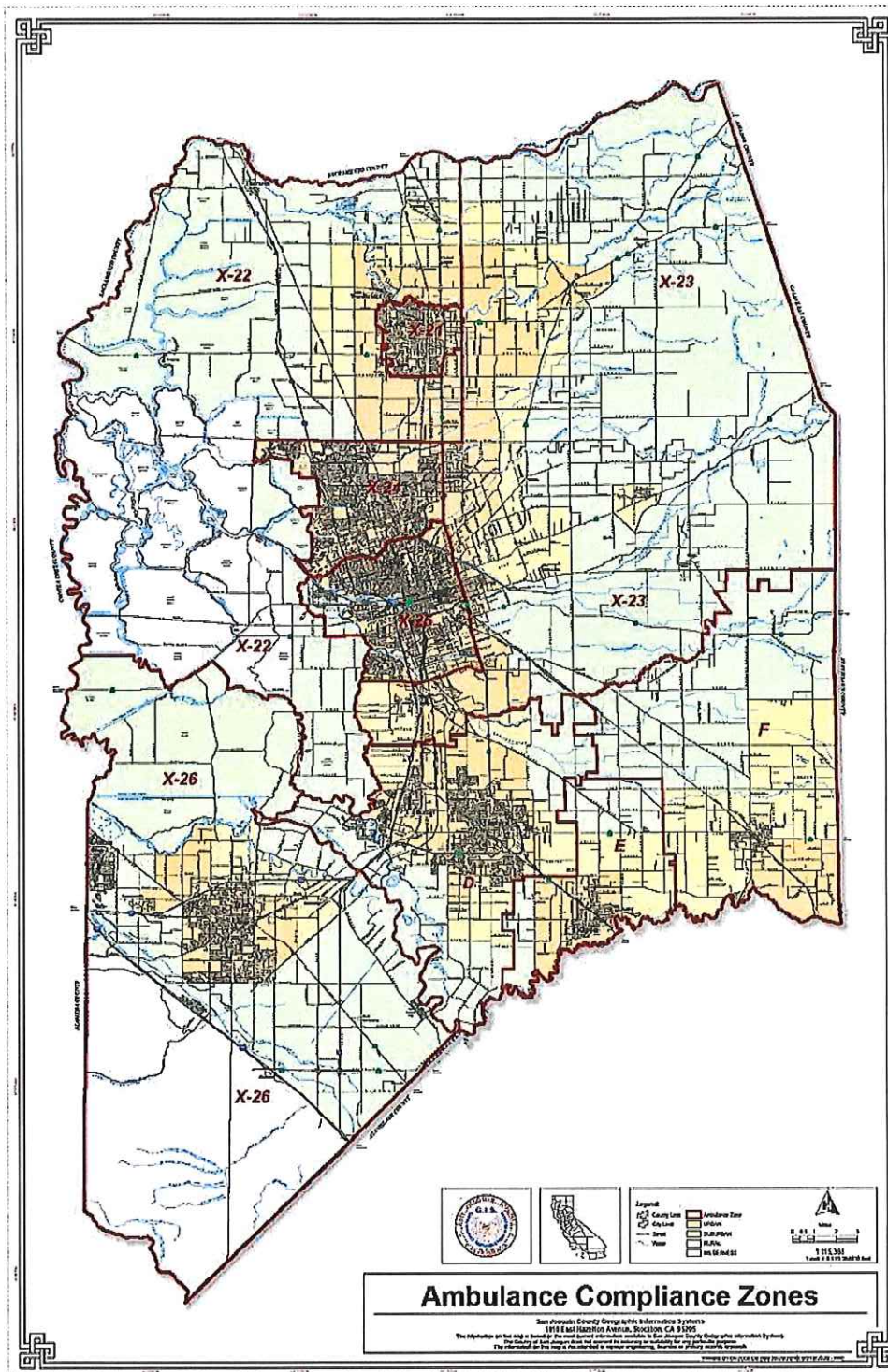


Exhibit E: Penalties and Fines

Minor breach

Except for specific penalties as described in below, County may impose a penalty, not to exceed \$500 for each minor breach of this Agreement that has not been cured within 30 days from date of official notice being given by County or designee.

"Minor breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement, which do not amount to a major breach, as that term is defined in Section 11.1 and throughout the document.

Before fines for a minor breach are imposed, the County shall give Contractor written notice of the alleged minor breach and 30 days to cure the breach or otherwise respond to the allegations of breach.

Specific penalties

County may impose a penalty, as specified herein for each occurrence of the incidents described below. Contractor will pay County monthly for any penalties upon receipt and acceptance by County of performance reports with penalties identified for the previous calendar month.

A. Penalty for failure to meet Single Response time standard

Scene responses: The Contractor shall pay the County a per-minute fine for each Code-2 or Code-3 response that exceeds the response time standard:

- Urban: a fine of \$100 per minute for every minute or fraction of a minute exceeding 9:59 minutes for Code-3 calls and 18:59 minutes for Code-2 calls.
- Suburban: a fine of \$100 per minute for every minute or fraction of a minute exceeding 17:29 minutes for Code-3 calls and 34:59 minutes for Code-2 calls.
- Rural: a fine of \$100 per minute for every minute or fraction of a minute exceeding 29:29 minutes for Code-3 calls and 58:59 minutes for Code-2 calls.
- Wilderness: a fine of \$100 per minute for every minute or fraction of a minute exceeding 59:59 minutes for Code-3 or Code-2 calls.

B. Failure to meet Measurement Period Response Time Compliance Area standard

1. **Response Measurement Period Penalties – Code-3 Responses.** Each time that Code-3 responses for a Response Time Compliance Area are calculated at less than 90% of the response time standard for the previous month, or accumulation of months required to meet or exceed a minimum of 100 requests for service, Contractor will pay County penalties in addition to those listed for individual calls as follows:

Table – Ia. Compliance level (per population density per month)		
Greater than or equal to:	And less than	Fine
89%	90%	\$1,500
88%	89%	\$2,500
87%	88%	\$3,750
86%	87%	\$5,000
85%	86%	\$6,250
80%	85%	\$12,500
75%	80%	\$25,000
70%	75%	\$50,000
0%	70%	\$100,000

- a. Contractor shall pay double the fine structure listed in Table - I above if Contractor fails to meet the 90% compliance level for either three (3) consecutive months or for six (6) months in any twelve consecutive month period. This doubling of the fines shall remain in effect and shall also be applied to Response Time Compliance areas that are tolled in order to achieve a minimum of 100 Code-3 responses.

C. Penalty for failure to provide data to determine compliance

The Contractor shall pay a fine of \$2,500 each occurrence an ambulance is dispatched and the crew or dispatch fails to report and document an on-scene time or other data necessary for calculating response time or such data is unavailable in the CAD record. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response zone time compliance.

In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the San Joaquin County EMS Agency an accurate on-scene time, however, the response would still be subject to response time penalty calculations, if applicable.

D. Penalty for mechanical failure

Contractor shall pay a fine of \$5,000 for per each preventable mechanical failure while transporting a patient from an emergency call or any situation that requires substitution of one ambulance for another once the ambulance is assigned to a call.

Within three business days of discovery, Contractor shall provide the EMS Agency with a full description of each response where there was a preventable mechanical failure and the remedial action taken to prevent a reoccurrence.

County will consider the vehicle's maintenance history, in determining preventable mechanical failures.

E. Penalties for failure to meet ambulance staffing or clinical standards

Contractor shall pay a fine of \$5,000 whenever an ambulance, not staffed as required, responds to an emergency call. Within three business days of discovery, Contractor shall provide the EMS Agency with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

F. Penalties for failure to meet ambulance equipment requirement standards

Contractor shall pay a fine of \$500 for each occurrence whenever an on-duty and available ambulance is found to be missing equipment required by EMS Agency policy.

G. Failure of Contractor's paramedic to attend to patient

Contractor shall pay a fine of \$500 for each instance in which Contractor's paramedic fails to attend to the patient during transport or while awaiting care at the hospital as required by in Section 5.1 A. Contractor may request an exemption of this fine for extraordinary circumstances i.e. multi-casualty incidents.

H. Failed Response

Contractor shall pay a fine of \$50,000 for each time Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another authorized emergency ambulance service (i.e. the call receives no response within 59 minutes of initial request), and such incident requires an ambulance response in accordance with EMS Dispatch Protocols. The call shall be used for the purposes of determining response time calculations. Each instance of a failed response shall be evaluated by the EMS Agency to determine the threat to the public health and safety and the need to initiate the provisions of a major breach of contract.

I. Failure to leave appropriate documentation at the receiving facility

The penalty for failure of the Contractor to complete a patient care record and make the PCR available to or transmit the ePCR to the receiving hospital within 45 minutes of transferring patient care to the receiving hospital is \$100 per occurrence. Based on a showing of good cause by the Contractor, the County, in its sole discretion, on a case-by-case basis may grant Contractor an exemption from such penalties.

Exhibit F: San Joaquin County Rates

Effective December 1, 2021, Contractor is authorized to charge the following rates:

Emergency Base Rate	\$3,315.75
Night charge	\$233.93
Oxygen	\$296.95
Standby Time (per hour)	\$212.89
ECG/Cardiac Monitor	\$93.80
Mileage (per loaded mile)	\$70.36

No other charges or itemizations are permitted for services provided under this Agreement without the prior written approval of the Contract Administrator. Rates are subject to change as specified in Section 10.2 of this Agreement.

Exhibit G: Ongoing Reporting Requirements

Report Name	Due Date	Frequency	Responsible	Submit To
Deployment plan changes	Thirty (30) days prior to change unless emergency adjustment or adding units	As Needed	Contractor	County
Updated deployment map		Annual	Contractor	County
CAD data		Monthly	Contractor	County
Response time performance report	Within fifteen (15) business days following the end of each month	Monthly	Contractor	County
PCR Transmission Report (45 Minute Requirement)	Within fifteen (15) business days following the end of each month	Monthly	Contractor	County
Exception request	Within fifteen (15) business days following the end of each month	Monthly	Contractor	County
Report on standby requests from public safety agency	Monthly	As needed	Contractor	County
Notification of major regulatory actions or sanctions	Within seven (7) business days of occurrence	As needed	Contractor	County
Notification of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's San Joaquin County operations	Within five (5) business days	As needed	Contractor	County
Vehicle list changes		As needed	Contractor	County

Report Name	Due Date	Frequency	Responsible	Submit To
Records of vehicle maintenance	Within five (5) business days of request	Annually	Contractor	County
Non-compliance with controlled substance policies and procedures	Immediately	As needed	Contractor	County
Community education activities		Annually	Contractor	County
Community standby activities		Annually	Contractor	County
Vehicle and equipment failure reports	Within three (3) business days	As needed	Contractor	County
Number of emergency responses and transports.		Monthly	Contractor	County
Financial statements, records and receipts that support and identify operations	Within five (5) business days of request	Upon request	Contractor	County
New-employee orientation activities		Annually	Contractor	County
CQI plan update and program activities report		Annually	Contractor	County
Unusual Occurrences and Sentinel events	Per EMS Agency Policy	As Needed	Contractor	County
Incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements	Within two (2) business days	As Needed	Contractor	County
Annual budget	June 1 of each year	Annually	Contractor	County
Year-End Financial Report		Annually	Contractor	County

Report Name	Due Date	Frequency	Responsible	Submit To
Annual financial statements reviewed by an independent public accounting firm	One hundred twenty (120) calendar days of the close of each fiscal year	Annually	Contractor	County
Determination of monitoring costs		Annually	County	Contractor
Equal Employment Opportunity Office information and reports		Annually	Contractor	County
Penalty Invoices	20 th of the month following bi-monthly period	Bi-monthly	County	Contractor
Complete listing of all service complaints received and their disposition/resolute		Monthly	Contractor	County
Response to County inquiries about service and/or complaints	Within one (1) business day of notification	As needed	Contractor	County
Controlled substances compliance		Annually	Contractor	County
New employee orientation activities report		Annually	Contractor	County
Employee turnover report		Annually	Contractor	County
In-service training offerings		Annually	Contractor	County
Report of regular, extended, and overtime shifts per employee.	Within five (5) business days of request	Upon request	Contractor	County
Documentation of the absence of tuberculosis disease for any employee or volunteer	Within five (5) business days of request	Upon request	Contractor	County Health Officer

Report Name	Due Date	Frequency	Responsible	Submit To
Communicable Disease Policy	Within five (5) business days of request	Upon request	Contractor	County
QI program activity report		Quarterly	Contractor	County
QI plan update		Annually	Contractor	County
List of EMTs		Upon request	Contractor	County
List of EMT-Ps		Upon request	Contractor	County
List of Emergency Medical Dispatchers		Upon request	Contractor	County
Percentage of full-time employees		Annually	Contractor	County
Personnel records (including current licensure and certification)	Within five (5) business days of request	As needed	Contractor	County
Equipment and vehicle maintenance report	Within five (5) business days of request	As needed	Contractor	County
Patient billing and account documentation	Within five (5) business days of request	As needed	Contractor	County
Annual financial report		Annually	Contractor	County
Copies of all subcontracts for prehospital care/transportation	For prior approval	As needed	Contractor	County
Copies of all subcontracts in excess of \$10,000	For prior approval	As needed	Contractor	County
Copies of all subcontracts		Upon request	Contractor	County
Annual audited financial statements	Within 120 calendar days of the close of Contractor's fiscal year	As requested	Contractor	County
Weekly unit hours, by zone		Monthly	Contractor	County

Exhibit H: 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 at the minimum, one EMT-Paramedic and one EMT-I as defined in California Health and Safety Codes 1797.80 and 1797.84 and equipment to provide ALS service to patients.
Ambulance	Any vehicle specially constructed, modified or equipped and used for transporting a sick, injured, convalescent, infirmed or otherwise incapacitated person.
Basic Life Support (BLS)	Emergency first aid and cardiopulmonary resuscitation procedures as defined in California Health and Safety Codes 1797.58.
Code-2 Call or NRLS	Immediate dispatch of an ambulance, without use of red lights and sirens in accordance with an Emergency Medical Dispatch system and priority dispatch assignment approved by the EMS Agency.
Code-3 Call or RLS	A request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.
CQI	Continuous quality improvement.
Emergency	As defined in 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 Dispatch (EMD)	A series of components that allow the dispatcher to triage calls, send appropriate resources with the appropriate response, and provide pre-arrival instructions if needed.

Emergency Medical Technician (EMT)	As defined in California Health and Safety Code Section 1797.80.
Emergency Medical Technician-Paramedic (EMT-P)	As defined in California Health and Safety Code Section 1797.84.
Emergency Response	For the purposes of billing, as defined and described in 42 C. F.R. § 414.65.
EMS Agency	San Joaquin County Emergency Medical Services Agency.
Exclusive Operating Area (EOA)	An EMS area or sub-area of San Joaquin County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85.
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 through an approved M.I.C.N., as required by applicable medical protocols.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the San Joaquin County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.

Population Density Categories	Urban, Suburban, Rural, and Wilderness areas.
Quality Improvement Program	Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.
Response Time Compliance Area	The areas identified using Population Density Categories as a basis for measuring ambulance response performance.
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, which have a population density of 7 to 50 persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)
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, which have a population density of 51 to 100 persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System 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 which have a population density of 101 to 500 persons or more per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)
Wilderness	Census tracts or enumeration districts without census tracts, which have a population of less than seven persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)

Exhibit I – Approved Key Performance Indicators

EMS Agency Approved KPI Metrics
KPI #1 - 100% appropriate trauma destination criteria documentation on all PCR
KPI #2 – 100% RACE score documentation on all PCR
KPI #3 – 100% STEMI EKG transmission and documentation on all PCR
KPI #4 – 100% ePCR completion for all applicable patient contacts
KPI #5 – zero (0) substantiated customer service complaints or “at fault” Unusual Occurrences

# of KPI's Met	Reduction of Monthly Penalty
0 of 5	0%
1 of 5	20%
2 of 5	40%
3 of 5	60%
4 of 5	80%
5 of 5	100%