

ORIGINAL

A-94-1223
12/13/94

ADVANCED LIFE SUPPORT (ALS) PROVIDER AGREEMENT
SAN JOAQUIN EMERGENCY MEDICAL SERVICES AGENCY

Date: JANUARY 1, 1995

Parties: COUNTY: San Joaquin Board Of Supervisors
County Courthouse, Room 707
222 E. Weber Ave.
Stockton, CA 95202

with copies to: San Joaquin
Emergency Medical Services Agency
P.O. Box 1020
Stockton, CA 95201

CONTRACTOR: Escalon Community Ambulance
P.O. Box 212
Escalon, California 95320

RECITALS:

A. The California Health and Safety Code, Section 1797.224 allows the local EMS agency to create Exclusive Operating Areas through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981.

B. Title 22, California Code of Regulations, Section 100166 requires EMT-P service providers to have a written agreement with the local EMS agency to provide advanced life support services.

C. The CONTRACTOR has been providing advanced life support services in the same manner and scope without interruption since 1980 consistent with the regulations of the AGENCY.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 - DEFINITIONS

1.1 Advanced Life Support Ambulance (ALS Ambulance) - A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide advanced life support services consistent with the California Health and Safety Code, Section 1797.52 and current prehospital care guidelines.

1.2 Advanced Life Support Rescue Unit (ALS Unit) - A vehicle equipped and staffed to provide advanced life support consistent with the California Health and Safety Code, Section 1797.52 and current prehospital care guidelines.

1.3 Agency - Shall mean the San Joaquin Emergency Medical Services Agency which has responsibility for enforcing this Agreement and for implementing EMS regulations pursuant to State laws.

1.4 ALS Ground Ambulance Services - The provision of those services as defined in 1.1 by an authorized ALS provider pursuant to an Ambulance Provider Agreement.

1.5 Ambulance Response Zone - A geographic area, the boundaries of which shall be determined by the San Joaquin County Board of Supervisors to assure strategic placement of ambulances and effective ambulance response, which may include one or more exclusive or non-exclusive operating areas as shown on the map "Ambulance Response Zones of San Joaquin County" on file in the office of the Clerk of the Board of Supervisors and at the local EMS agency.

1.6 AOR (Available on Radio/Request) - The moment the ALS

ambulance/ALS unit is available on radio/pager to respond as directed by an authorized EMS dispatch center.

1.7 Arrive Dest/OSH (On Scene Hospital) - The moment the ALS ambulance/ALS unit arrives at an approved receiving facility or at the point where it is to rendezvous with another ambulance.

1.8 At Scene/OS (On Scene) - The moment at which the responding ALS ambulance/ALS unit is at the location the ALS ambulance/ALS unit will be parked on scene.

1.9 Authorized EMS Dispatch Center - A level 2 dispatch center designated in accordance with State dispatch guidelines by the local EMS agency for dispatch of ALS ambulances/ALS units.

1.10 Back-up - An ambulance and crew requested to assist other ambulance(s) and crew(s) on the scene of an EMS incident.

1.11 Basic Life Support Ambulance (BLS Ambulance) - An ambulance staffed and equipped to provide basic life support consistent with the California Health and Safety Code, Section 1797.60 and current prehospital care guidelines.

1.12 Call Rec'd/TOC (Time of Call) - The moment the call has been received at the provider's Authorized EMS dispatch center.

1.13 Dispatched (DSP) - The moment the responding crew is initially alerted to the incident and has received enough information to respond appropriately, i.e. location, map page numbers, response code.

1.14 Enroute/ER - The moment the vehicle with crew is physically enroute to the incident.

1.15 ETA - Estimated time of arrival.

1.16 From Scene (Enroute Hospital) - The moment the ALS

ambulance/ALS unit departs from the scene enroute to an approved receiving facility or rendezvous point.

1.17 Map Grid/Quadrant - The area, on a map approved by the COUNTY/AGENCY, which has been given an alpha-numeric designation such that electronic quantitative and chronological analysis can be done.

1.18 Move-up - An ALS ambulance/ALS unit moved to an area to provide mutual aid coverage.

1.19 Posting - An ALS ambulance/ALS unit strategically located to meet response time requirements.

1.20 Unit Hour Utilization - Means the mathematical relationship between the number of responses and the number of hours that units are available during a defined period of time.

1.21 Medical Emergency - Any request for medical assistance and/or ambulance transportation received at an approved P.S.A.P. by the "9-1-1" system or any request that has been reasonably determined to require a code three response by an ambulance per AGENCY dispatch protocol.

1.22 Response Codes -

1.22.1 Code One - Routine or scheduled transportation of non-emergency patients.

1.22.2 Code Two - An emergency in which immediate response is required.

1.22.3 Code Three - An emergency requiring immediate response with red lights and siren.

1.23 Response Time - Response time is the interval from receipt of a request for medical assistance by an authorized EMS

dispatch center to the arrival of the responding unit at the scene of an emergency. This includes all dispatch intervals and driving time.

1.24 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.

1.25 Metropolitan - All census places with a population density of greater than 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of greater than 500 persons per square mile.

1.26 PSAP - Means designated Public Safety Answering Point.

1.27 Suburban - All census places with a population density of 51 to 100 persons per square mile; of census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.

1.28 Rural - All census places with a population density of 7 to 50 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 7 to 50 persons per square mile.

1.29 Remote - The areas of the county agreed to by the PROVIDER and AGENCY/COUNTY as needing greater than 20 minutes to respond due to geographical or other restrictions.

1.30 Wilderness - All census tracts or enumeration districts without census tracts which have a population of less than seven persons per square mile.

1.31 Manner and Scope - The term manner and scope means the

level of service provided to the community(ies) has not significantly changed since 1981.

2 - GEOGRAPHIC DESCRIPTION OF AREA TO BE SERVED

2.1 In consideration for providing ambulance services in accordance with the terms described herein, the CONTRACTOR is entitled to be the exclusive provider of all emergency ALS ground ambulance services, within the areas described as Zone 8 and shown as Exhibit-A. During the period of this agreement, COUNTY shall not license, approve, or authorize any other firm, agency, city, company, or governmental body, other than the Federal Government, to implement emergency ALS ground ambulance services, within the area described herein during the period of the agreement. This agreement shall not preclude the use of air ambulances within the exclusive operating area of CONTRACTOR as allowed pursuant to the Ordinance Code of San Joaquin County.

3 - PERFORMANCE STANDARDS/EXCEPTIONS/DISPUTES - In consideration for being granted this exclusive right to provide emergency ALS ground ambulance services, the CONTRACTOR agrees to the following:

3.1 The CONTRACTOR shall adhere to all requirements of the Ordinance Code of San Joaquin County.

3.2 The CONTRACTOR shall adhere to all EMS policies of the AGENCY and shall comply with all Federal, State, and local laws, rules and regulations.

3.3 The CONTRACTOR shall utilize ALS ambulances/ALS units to provide services under this agreement on a twenty-four (24) hour per day basis in response to all Code-Two and Code-Three calls dispatched by an authorized EMS dispatch center.

3.4 The CONTRACTOR shall at a minimum, record or cause to be recorded the map grid as defined by the AGENCY, and the times at each of the stages of a response as defined herein (TOC, DSP, ER, OS, ERH, OSH, AOR) for each and every request for service.

3.5 The CONTRACTOR shall assure the response times of an ALS ambulance/ALS unit of all Code-Three calls not less than 90 percent of the time within the geographic service area(s) defined herein as measured each calendar month during the term of this agreement.

3.5.1 Within 8 minutes for map grids designated as urban or metropolitan.

3.5.2 Within 20 minutes for map grids designated as rural or suburban.

3.5.3 Within 40 minutes for map grids designated as remote.

3.5.4 As quickly as possible for map grids designated as wilderness.

3.5.5 During unusual system overload or other response impediments, as determined by the AGENCY, and specifically during declared multi-casualty incidents, response times for specific calls may be exempt from being included in the response time performance calculations upon petition by the CONTRACTOR and approval by the AGENCY. See Exhibit-D.

3.6 The CONTRACTOR shall, to the extent possible, "move up" or "post" at any location within the COUNTY as directed by an authorized EMS dispatch center.

3.7 During any period of time that a CONTRACTOR has

insufficient ALS ambulances/ALS units available for service, the CONTRACTOR shall make reasonable efforts to obtain "backup", "move-up", or "posting" services from adjacent areas to provide coverage for CONTRACTOR's area.

3.8 The CONTRACTOR acknowledges an authorized EMS dispatch center may divert a request for emergency response from the primary dispatched ALS ambulance/ALS unit to a secondary ALS ambulance/ALS unit when the latter is fully staffed and equipped in accordance with the agreement and in compliance with all applicable rules, regulations and policies and notifies the authorized EMS dispatch center that it is in closer proximity to the scene than the primary ALS ambulance/ALS unit. This includes cases in which the secondary ambulance/ALS unit is not the primary provider for that zone. Diversion of such call does not change or replace the time of dispatch originally established for that specific call but time on scene/OS for response time calculation purposes for that call will be credited to the secondary ALS ambulance/ALS unit.

3.9 In each instance of an ALS ambulance/ALS unit vehicle failure on an emergency call resulting in the inability to continue the response to or transport of the patient, CONTRACTOR shall submit a report to the AGENCY which at a minimum shall include: how long it took for another ALS ambulance/ALS unit to respond to the same call; which ALS ambulance/ALS unit responded; the reason(s) or suspected reason(s) for vehicle failure and/or malfunction, and actions CONTRACTOR has taken to prevent similar failures.

3.10 In each instance where the mode of patient transport changes due to vehicle failure and/or malfunction, the CONTRACTOR will require that all ambulance/ALS unit personnel on the primary and secondary ALS ambulances/ALS units to submit separate prehospital report forms regarding the medical care the patient received by each ambulance/unit crew.

3.11 In addition to dedicated ALS ambulances, CONTRACTOR may provide ambulances staffed and equipped at the basic life support (BLS) level. BLS ambulances may be utilized for pre-arranged subacute patients, and may only respond to an emergency call when there is system overload (all ALS ambulances within the area and adjacent areas are unavailable when requested by an authorized EMS dispatch center). In each instance in which a BLS ambulance is utilized for an emergency call, the CONTRACTOR shall submit an Unusual Occurrence Report Form.

3.12 The CONTRACTOR may not use an ALS ambulance for a scheduled non-emergency transfer unless the CONTRACTOR assures an adequate number of ALS ambulances/ALS units are available to meet performance standards as defined herein.

3.13 The CONTRACTOR shall assure that personnel and equipment are available for immediate dispatch to emergency requests outside or near response zone boundaries, and shall immediately contact an authorized EMS dispatch center for the provider which normally services that area and continue the response if requested to do so.

3.14 The CONTRACTOR shall assist in servicing, for a period not to exceed thirty (30) days, any other geographic service area

within the County for which an ALS provider agreement has been suspended or terminated. Response time requirements for services provided in such geographic area(s) will be waived until such time as the AGENCY declares ambulance service to be stabilized.

3.15 The CONTRACTOR agrees to designate an individual(s) approved by the AGENCY to act as Training Officer/Accreditation Officer who shall oversee the required training/accreditation and orientation of all new EMT-I/II/Ps employed by the CONTRACTOR. The Training Officer and/or Accreditation Officer shall attend scheduled training meetings as required by the AGENCY.

3.16 The CONTRACTOR agrees to post at each station all notices from the AGENCY directed to field personnel. In addition, the CONTRACTOR agrees to have an updated local Policies and Procedures Manual at each station accessible to all personnel.

3.17 The CONTRACTOR agrees to designate an individual approved by the AGENCY, to function as a Liaison between the CONTRACTOR and the COUNTY and the AGENCY to perform internal and system wide continuous quality improvement per AGENCY policies, assist in the investigation of unusual occurrences as identified by the AGENCY, and attend scheduled Liaison meetings as required by the AGENCY.

3.18 The roles of the Training Officer/Accreditation Officer and Liaison as indicated above may be filled by a single individual if the CONTRACTOR obtains approval of the AGENCY.

4 - COMMUNICATIONS/DISPATCH STANDARDS

4.1 The CONTRACTOR shall maintain a contract with an authorized EMS dispatch center for the dispatch of ambulances 24

hours a day during the term of this agreement beginning six months from the date of this agreement.

4.2 The CONTRACTOR shall obtain, install, and maintain in CONTRACTOR'S ambulances/ALS units all such required communications equipment as is determined necessary through AGENCY policy.

4.3 The CONTRACTOR shall obtain, install, and maintain in CONTRACTOR'S ambulances/ALS units all such required communications equipment as is deemed by AGENCY policy to be appropriate for transmission of and voice communications for medical direction by base hospitals designated by the AGENCY.

4.4 The CONTRACTOR shall be fiscally responsible for installation, purchase/rental and maintenance of required communications equipment provided under Paragraphs 4.2 and 4.3 above.

4.5 The CONTRACTOR shall ensure that all required communications equipment is in working order by daily checks and routine maintenance.

4.6 The CONTRACTOR shall establish policies which ensure that, upon receipt of a private request for emergency medical service, pertinent information including callback number, location, and nature of the incident is ascertained and immediately transferred to the appropriate public safety answering point or affiliated authorized EMS dispatch center.

4.7 As outlined in 3.14, the CONTRACTOR shall assist an authorized EMS dispatch center by seeking to ensure that the ALS ambulance/ALS unit which is geographically closest and having the shortest ETA to the scene of the emergency request is dispatched.

4.8 When requested by an authorized EMS dispatch center, the CONTRACTOR shall immediately and accurately report the current location of each ALS ambulance/ALS unit to the dispatch center.

4.9 When requested by an authorized EMS dispatch center the CONTRACTOR shall ensure response of an ALS ambulance/ALS unit across response zone lines when deemed necessary to minimize response time to an emergency call.

4.10 In all cases the CONTRACTOR shall immediately notify an authorized EMS dispatch center of any change of ALS ambulance/ALS unit availability and/or communication status.

4.11 The CONTRACTOR shall, to the extent possible, participate in disaster drills per AGENCY request.

4.12 The CONTRACTOR'S agreement with an authorized EMS dispatch center shall ensure that periodic reports are submitted pursuant to policies and procedures of the AGENCY.

4.13 The CONTRACTOR'S agreement with an authorized dispatch center shall assure that dispatch personnel at an authorized EMS dispatch center shall receive and adhere to AGENCY'S emergency medical dispatch training policies.

5 - EQUIPMENT & SUPPLY STANDARDS

5.1 The CONTRACTOR shall ensure that each ambulance/unit carries equipment and supplies pursuant to AGENCY policy. Vehicles, equipment, and supplies shall be maintained in clean, sanitary, and safe mechanical condition at all times.

5.2 All ambulance vehicles shall, at a minimum, meet standards of Title 13, California Code of Regulations and the Ordinance Code of San Joaquin County. CONTRACTOR shall have and

maintain the required inventory on each ambulance used for patient transport as specified by AGENCY policy.

5.3 The AGENCY staff may, at any time, without prior notice, inspect CONTRACTOR's ambulances/units in order to verify compliance with this agreement. An inspection may be postponed if it is shown that the inspection would unduly delay an ambulance/unit from responding to an emergency call. A memorandum of the inspection specifying any deficiencies, date of inspection, ambulance number, and names of participating crew shall be provided to the CONTRACTOR. CONTRACTOR must show proof of correction for any deficiencies noted in said memorandum of inspection as specified by the AGENCY. A deficient ambulance/unit may be immediately removed from service if, in the opinion of the AGENCY, the deficiencies are a danger to the health and safety of the public or if the deficiencies in a previously issued memorandum of inspection have not been corrected in the time specified.

5.4 The CONTRACTOR shall develop and maintain a record of preventive maintenance and repairs on all ALS ambulances/units and equipment and shall make such records available to the AGENCY upon request.

6 - PERSONNEL STANDARDS

6.1 When responding to an emergency call, the CONTRACTOR will ensure the ALS ambulance/ALS unit is staffed with a minimum of two (2) personnel whose level of certification shall, at a minimum, be one EMT-I and one EMT-P.

6.1.1 Contractor shall submit a routine roster of

current employees and shall notify the AGENCY of any changes.

6.2 CONTRACTOR shall ensure that all employees providing patient care comply with training requirements as established by the State of California and the AGENCY for their level of certification. CONTRACTOR agrees to assist with efforts by personnel who need to attend and participate in regularly scheduled in-service training provided by base hospitals.

6.3 No CONTRACTOR or employee shall perform any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic, nor shall they perform such services under the influence of other substances, including prescription or non-prescription medications, which impair their physical or mental performance.

6.4 The CONTRACTOR shall make available to the AGENCY its current policy and procedure manuals.

6.5 The CONTRACTOR shall ensure that all personnel wear appropriate uniform attire. All patches and insignia worn by personnel will only be allowed as approved by the AGENCY.

6.6 The CONTRACTOR shall maintain a record of EMT-I/EMT-II/EMT-P staff schedules for at least 36 months and make it available to the AGENCY upon request.

6.7 The CONTRACTOR shall assure that new employees have completed certification and orientation requirements pursuant to AGENCY policy. The CONTRACTOR shall ensure policies and procedures implemented by the AGENCY are followed by its employees.

7 - RECORDS/REPORTS

7.1 CONTRACTOR shall complete financial records in legible form and according to accepted accounting practices. Financial records shall include all expenditures, revenues, accounts receivable, and billings pertinent to performance of this agreement, and shall be made available to the AGENCY for inspection upon request. The COUNTY and the AGENCY shall protect the financial records to the maximum extent permitted by law.

7.2 CONTRACTOR shall maintain a current list of ambulance employee certified personnel including their addresses, phone numbers, qualifications, certificates, and licenses with expiration dates.

7.3 All records maintained pursuant to this agreement shall be available for inspection, audit, or examination by the COUNTY and the AGENCY or by their designated representatives, and shall be preserved by CONTRACTOR for at least three (3) years from the termination of this agreement. CONTRACTOR's records shall not be made available to parties or persons outside the COUNTY and the AGENCY without CONTRACTOR's prior written consent, unless disclosure is required by court order.

7.4 Upon written request of the AGENCY or in accordance with AGENCY policies, CONTRACTOR shall prepare and submit written reports on any incident arising out of services provided under this agreement. AGENCY recognizes that any report generated pursuant to this paragraph is confidential in nature.

7.5 CONTRACTOR shall submit operations reports pursuant to AGENCY policy upon request of the AGENCY.

7.6 CONTRACTOR shall provide additional information and

reports as the AGENCY may require from time to time to monitor the performance of the CONTRACTOR under this agreement.

8 - INSURANCE AND INDEMNIFICATION

8.1 CONTRACTOR shall at all times during the term of the agreement maintain in force those insurance policies as specified by the Ordinance Code of San Joaquin County.

8.2 CONTRACTOR agrees to indemnify and to save and hold harmless the COUNTY, the AGENCY and their officers and employees from and against all claims, costs, demands, causes of action, suits, losses, expenses, or other detriment or liability arising from or out of CONTRACTOR's performance of this agreement.

9 - TRANSITION PLANNING

9.1 CONTRACTOR is aware that under certain circumstances, the COUNTY may initiate a competitive procurement process for the award of CONTRACTOR's Exclusive Operating Area. In case this action is taken and CONTRACTOR is not judged to be successful bidder, there would be a transition of CONTRACTORS.

9.2 Should CONTRACTOR fail to win any bid, the CONTRACTOR agrees to enter into discussion with the AGENCY about the possibility of continuing to provide all services at the same level of effort and performance required under this agreement until the subsequent winning bidder takes over.

9.3 CONTRACTOR agrees to return all COUNTY/AGENCY issued equipment to the COUNTY or the AGENCY in good working order, normal wear and tear excepted, at the termination of the agreement. For any equipment not so returned, the COUNTY or AGENCY shall repair or replace said equipment at CONTRACTOR's

expense and bill the cost to the CONTRACTOR.

10 - NON-DISCRIMINATION

10.1 The CONTRACTOR shall be an equal opportunity/affirmative action organization in all of its practices, policies, and procedures. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, age, physical or mental disability in any matters related to access to or provision of services, or related to employment.

11 - COMPENSATION/PENALTIES/INCENTIVES/FEES/SECURITY BONDS

11.1 For each and every Code-Three call which is not downgraded and which does not meet the response time standards established herein in the geographic areas illustrated in Exhibit-A, for which there are no extenuating circumstances verified by the AGENCY, a penalty of \$10.00 per minute shall be assessed, for each minute or portion thereof over the required response time standard, up to a maximum of \$100.00 per call, and forwarded to the AGENCY. CONTRACTOR shall be responsible for the response times for all "first in" ALS ambulances/ALS units on Code-Three calls which fall within CONTRACTOR'S exclusive operating area, including those calls responded to by other ALS providers on a mutual aid request. The accrued penalties shall be forwarded to the AGENCY by the 15th of the month for any penalties incurred during the preceding month, and said penalties shall be used by the AGENCY for enhancement of the EMS system.

11.1.1 Exceptions to paying a penalty may be granted by the AGENCY on a per call basis by request of the

CONTRACTOR and are listed in Exhibit-D. Exemptions to paying a penalty which shall be granted for a late response are also listed in Exhibit-D.

11.1.2 If CONTRACTOR is unable to respond an ALS ambulance/ALS unit to a call within the contract area for which an ALS ambulance/ALS unit is assigned, and refers that call to a BLS ambulance or fails to respond any ambulance, there will be a \$100.00 penalty for each such occurrence unless waived by the AGENCY due to extenuating circumstances.

11.2 Collection of all penalties under this agreement shall be waived by the AGENCY for those penalties which accrue during the first six months of the period of this agreement.

11.3 This agreement shall not be deemed to have been made for the express or implied benefit of any person who is not a party hereto.

11.4 The COUNTY shall require a performance security for contracts in the amount of \$100,000.00 for the entire Exclusive Operating Area serving in one of the following forms:

11.4.1 A faithful performance bond issued by a bonding company appropriately licensed and acceptable to the AGENCY;
or

11.4.2 An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the COUNTY, from a bank or other financial institution acceptable to the AGENCY;
or

11.4.3 A Certificate of Deposit acceptable to the AGENCY which names the AGENCY as the beneficiary to the

principal amount; or

11.4.4 Negotiable securities pledged to the AGENCY; or

11.4.5 Any alternative method acceptable to the
AGENCY.

11.5 There shall be no reimbursement from the COUNTY for services provided pursuant to this agreement except as provided pursuant to separate agreements.

12 - CONTRACT PERFORMANCE/BREACH/DEFAULT/TAKEOVER

12.1 This agreement is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture or association.

12.2 Amendments or modifications to the provisions of this agreement may be initiated by either party hereto and may be incorporated into this agreement by mutual consent and in writing.

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

12.4 CONTRACTOR agrees to keep the AGENCY advised at all times of the name and location of the CONTRACTOR's parent company, if any.

12.5 CONTRACTOR shall maintain a business office within SAN JOAQUIN COUNTY during this agreement.

12.6 Neither COUNTY nor CONTRACTOR shall assign this agreement to a third party without written consent of all other

parties to this agreement.

12.7 The terms of this agreement shall be in full force and effect unless otherwise terminated or modified pursuant to the terms of the agreement. Pursuant to the Guidelines established by the California Emergency Medical Services Authority, the agreement may be reviewed annually, and all parties shall be under a duty to act in good faith to renegotiate the agreement on an annual basis if a need for such renegotiation is expressed by any party.

Notwithstanding the availability of annual review of this agreement, and pursuant to the provisions of Title 22, the AGENCY shall review this agreement at least every two (2) years. Notwithstanding the foregoing, the AGENCY may, at any time during the term of the agreement, cancel, suspend or revoke the agreement for CONTRACTOR'S failure to comply with applicable policies, procedures, or regulations. Such action to cancel, suspend or revoke the agreement shall not be undertaken unless CONTRACTOR has first received written notice from the AGENCY describing the policies, procedures or regulations with which it allegedly has failed to comply, and CONTRACTOR fails within sixty (60) days after receiving said notice to obtain acknowledgment from the AGENCY that its alleged failure to comply has been corrected or otherwise resolved. Any proposed cancellation, suspension or revocation of the agreement shall be processed in a manner consistent with the Ambulance Ordinance of San Joaquin County.

12.8 Reconsideration of Exclusivity - Because the COUNTY values a coordinated emergency medical services system, where the EMS prehospital providers recognize that individual agency actions

or changes in operation affect the EMS System operation, the Board of Supervisors shall reconsider the continuation of an exclusive ambulance contract if any of the following conditions exist or events occur:

12.8.1 The performance of the exclusive ambulance provider falls below acceptable performance standards as specified in this agreement and in the Ambulance Ordinance of San Joaquin County. The Board of Supervisors shall make this determination in consultation with County staff.

12.8.2 The City Council(s) or Fire District Board(s) in the exclusive zone requests the Board of Supervisors to reconsider exclusivity in their area by submission of a city council/fire district resolution, stating the reasons for this reconsideration. Reasons can include but are not limited to the following: displeasure with emergency ambulance services; displeasure with ambulance rates; desire to change the EMS delivery system in a specific zone; desire to increase the number of ALS ambulances/ALS units in their zone; unhappiness with performance of the ALS ambulance/ALS units in their jurisdiction.

12.8.3 A simple majority of the registered voters (as verified by the County Clerk) in the zone submit a petition to the Board of Supervisors for a change in ambulance service in their zones.

12.8.4 County staff requests a reconsideration, in writing, with supporting documentation. The provision of this section shall not preclude the Board of Supervisors from

acting to eliminate exclusive zones or from granting in the future an exclusive contract for ambulance services for the County through a competitive process.

12.9 Process for Reconsideration - Upon receipt of a request for reconsideration, the Board of Supervisors shall direct the AGENCY staff to conduct an analysis. A report shall be filed with the Board of Supervisors within ninety (90) days of the request. This report should include the following at a minimum:

identification of issues, findings (including impact on EMS System), alternative solutions, and staff recommendation. The analysis and findings should consider the impact any change would have on the coordination of the EMS delivery system and address ways to mitigate any negative impact that is identified.

13 - TERMINATION This agreement may be terminated by either party with a six (6) month written notice sent to the address listed in this agreement. The timeframe for termination may be reduced upon mutual consent of the parties.

14 - MISCELLANEOUS

14.1 CONTRACTOR shall comply with all pertinent rules, policies, protocols, procedures, regulations, laws, and codes of federal, state, and local government in the performance of this agreement.

14.2 CONTRACTOR shall whenever possible assist the AGENCY'S public education programs.

14.3 CONTRACTOR shall participate in providing field training of EMT-P, MICN and EMT-I students.

14.4 The CONTRACTOR shall assist in the first responder

system by offering inservice classes for each fire agency within the CONTRACTOR'S service area each year.

ATTACHMENTS

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

- Exhibit-A. Maps of CONTRACTOR'S Zones Depicting Urban/Metro, Suburban/Rural, and Remote Areas
- Exhibit-B. CONTRACTOR Maps of Station Locations
- Exhibit-C. CONTRACTOR's EMS Dispatch Agreements
- Exhibit-D. Response Time Exemptions

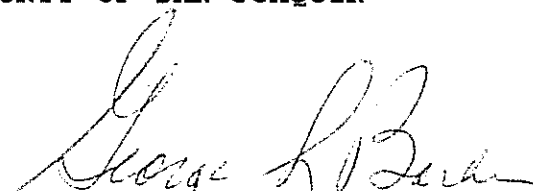
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF SAN JOAQUIN

CONTRACTOR

Escalon Community Ambulance

for By


DOUGLASS W. WILHOIT, CHAIRMAN
Board of Supervisors

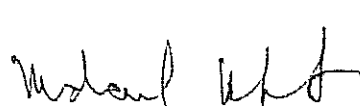
By


Title Michael J. Pitassi, Manager

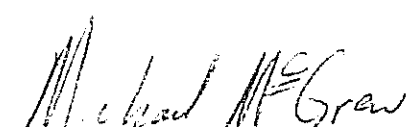
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APPROVED AS TO FORM:

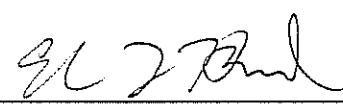
By


Michael N. Smith, Director
Health Care Services

By


Michael McGrew, Chief
Deputy County Counsel

By


Elaine L. Hatch, EMS Director
Emergency Medical Services Agency

ALSAGRII

EXHIBIT D
RESPONSE TIME EXEMPTIONS

A. As referenced in 12.1.1, the following cases shall be exempt from penalties due to a late response:

1. In Case of a multiple ambulance response to a Code Three call, only the response time of the first ALS Ambulance shall be calculated.
2. Reduction of response code from Code Three to Code Two prior to arrival at scene.
3. A mutual aid response into an exclusive operating area which is not the responsibility of the responding ALS Ambulance. The responding ALS Ambulance shall be exempt from a late response penalty. See 12.1 for clarification.

B. As referenced in 12.1.1., good cause for exception to response time penalties shall be determined by the AGENCY. The burden of proof that there is good cause for an exception shall rest with CONTRACTOR. Good cause for an exception may include, but is not limited to:

1. Dispatch errors, as defined by dispatch protocols at the Authorized EMS Dispatch Center
2. Incorrect or inaccurate dispatch information received from a calling party or PSAP
3. Inability to locate address due to non-existent or unposted address
4. Unavoidable delay caused by traffic congestion in which there is no alternate route of travel
5. Unavoidable delays due to serious weather that impairs safe travel
6. Delays due to road blockages such as at train crossings or major road work
7. During extreme system overload
8. During declared multi-casualty incidents
9. Delays caused by waiting for scene to be secured by law enforcement or hazardous materials teams
10. Delays due to security concerns at military bases, prisons/jails or other secured facilities
11. Any other circumstance deemed acceptable to the AGENCY