

Emergency Medical Services  
Ambulance Transport Provider  
Agreement

County of Alameda  
and  
Paramedics Plus, LLC

June 2010

**TABLE OF CONTENTS**

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**DEFINITIONS AND ACRONYMS ..... VII**

**RECITALS OF AUTHORITY ..... 1**

**SCOPE OF WORK ..... 2**

1. SERVICES .....2

2. SERVICE AREA/EMERGENCY RESPONSE ZONES .....2

3. SERVICES/STANDARDS .....3

4. ASSISTANCE TO OTHER COUNTY EOAs/EXPANSION OF THE EOA .....3

5. LOCATION OF CONTRACTOR’S OFFICES .....4

6. TRANSITION .....4

**DISPATCH ..... 4**

7. ALAMEDA COUNTY REGIONAL EMERGENCY COMMUNICATIONS CENTER .....4

8. ACRECC AGREEMENT .....4

9. DEPLOYMENT SUPERVISOR AT DISPATCH CENTER .....5

10. COUNTY COMPUTER AIDED DISPATCH SYSTEM .....5

11. CAD DATA .....5

**COMMUNICATIONS ..... 5**

12. RADIO EQUIPMENT.....5

**RESPONSE TIME REQUIREMENTS ..... 6**

13. RESPONSE TIME PERFORMANCE AND MEASUREMENT .....6

14. RESPONSE TIME ACCOUNTABILITY .....6

15. RESPONSE TIME MEASUREMENT METHODOLOGY .....7

16. CALCULATING RESPONSE TIMES .....8

17. CALCULATING CHANGES IN CALL PRIORITY .....8

18. CANCELED CALLS.....9

19. EACH INCIDENT A SEPARATE RESPONSE .....9

20. 5150 RESPONSE .....10

21. RESPONSE TIME PERFORMANCE REPORT .....10

22. RESPONSE TIME LATE RESPONSE EXEMPTIONS ("EXEMPTION") .....11

**STAFFING REQUIREMENTS..... 11**

23. AMBULANCE STAFFING REQUIREMENTS.....11

24. WORK SCHEDULES .....11

25. PERSONNEL LICENSURE/CERTIFICATION/TRAINING REQUIREMENTS .....12

**TRANSPORT REQUIREMENT ..... 12**

26. DESTINATION .....12

27. INFLUENCE ON DESTINATION .....13

28. AIR AMBULANCE AGREEMENTS.....13

**MULTI-CASUALTY INCIDENT/DISASTER RESPONSE ..... 13**

29. MULTI-CASUALTY INCIDENT/DISASTER RESPONSE .....13

30. DISASTER RESPONSE VEHICLE/EQUIPMENT .....14

31. INCIDENT NOTIFICATION .....14

32. AMBULANCE STRIKE TEAM.....14

33. INTERAGENCY TRAINING FOR EXERCISES/DRILLS .....15

34. MUTUAL-AID REQUIREMENTS .....15

**VEHICLES AND EQUIPMENT ..... 16**

35. AMBULANCES .....16

36. EQUIPMENT .....17

37. VEHICLE AND EQUIPMENT MAINTENANCE.....17

**ELECTRONIC PATIENT CARE REPORT AND DATA COLLECTION SYSTEM..... 18**

38. PATIENT CARE REPORTS .....18

39. DATA COLLECTION SYSTEM FOR PATIENT CARE REPORTS .....19

40. PCR DELIVERY TO RECEIVING HOSPITALS OR PSYCHIATRIC FACILITIES .....20

**MEDICAL OVERSIGHT ..... 21**

41. MEDICAL PROTOCOLS .....21

42. MEDICAL REVIEW/AUDITS .....21

**PERSONNEL ..... 21**

43. TREATMENT OF INCUMBENT WORKFORCE.....21

44. CHARACTER/COMPETENCE/PROFESSIONALISM .....22

45. INTERNAL HEALTH AND SAFETY PROGRAMS.....22

# EMS Ambulance Transport Provider Agreement

46.	PERSONNEL TRAINING .....	23
47.	CONTINUING EDUCATION PROGRAM .....	23
48.	WORKFORCE ENGAGEMENT .....	23
49.	KEY PERSONNEL AND REQUIRED POSITIONS.....	24
<b>QUALITY MANAGEMENT PLAN .....</b>		<b>27</b>
50.	APPROVAL OF QUALITY MANAGEMENT PLAN .....	27
51.	CALIFORNIA AWARD FOR PERFORMANCE EXCELLENCE .....	28
<b>REQUIRED REPORTS .....</b>		<b>29</b>
52.	REPORTING REQUIREMENTS .....	29
53.	RESPONSE TIME PERFORMANCE.....	29
54.	HIGH-RISK PCRS .....	30
55.	COMPLIANCE WITH PROTOCOLS .....	30
56.	QUALITY IMPROVEMENT.....	30
<b>PENALTY PROVISIONS.....</b>		<b>30</b>
57.	FAILURE TO RESPOND .....	30
58.	RESPONSE LEVEL .....	31
59.	MISSING MANDATORY DATA FIELDS .....	31
60.	MISSING PCR AT THE RECEIVING HOSPITAL OR PSYCHIATRIC FACILITY .....	31
61.	PCR GOOD CAUSE EXEMPTION .....	32
62.	FAILURE TO PROVIDE TIMELY REPORTS.....	32
63.	FAILURE TO MEET MINIMUM IN-SERVICE EQUIPMENT/SUPPLY REQUIREMENTS.....	32
64.	FAILURE TO PROVIDE ARRIVAL AT INCIDENT TIME.....	32
65.	RESPONSE TIME FINES .....	32
66.	FINES FOR OUTLIER RESPONSE TIMES.....	33
67.	FINE DISPUTES.....	33
68.	INVOICING AND PAYMENT.....	33
<b>COUNTY-WIDE COOPERATION .....</b>		<b>34</b>
69.	COLLABORATION WITH FIRST RESPONDER AGENCIES .....	34
70.	EMS SYSTEM PARTICIPATION.....	35
<b>HEALTH STATUS IMPROVEMENT/COMMUNITY EDUCATION.....</b>		<b>35</b>

# EMS Ambulance Transport Provider Agreement

71.	EMT TRAINING PROGRAMS, INTERNSHIPS AND RELATED OPPORTUNITIES.....	35
72.	COMMUNITY PROGRAMS.....	35
	<b>ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES.....</b>	<b>36</b>
73.	BUILDINGS AND VEHICLES .....	36
74.	EQUIPMENT AND SUPPLIES.....	37
75.	MEDICAL EQUIPMENT AND SUPPLIES .....	37
	<b>COMPLIANCE PROVISIONS.....</b>	<b>37</b>
76.	MEDICARE COMPLIANCE PROGRAM REQUIREMENTS.....	37
77.	HIPAA COMPLIANCE PROGRAM REQUIREMENTS .....	37
78.	EMS POLICIES.....	38
79.	MEDICAL AND OTHER STATE AND FEDERAL PROGRAMS .....	38
	<b>CONTRACTOR REVENUE.....</b>	<b>38</b>
80.	CONTRACTOR COMPENSATION .....	38
81.	PATIENT CHARGES AND FEES .....	38
82.	USER FEE ADJUSTMENTS .....	38
83.	BILLING/COLLECTION SERVICES.....	39
84.	ACCOUNTING PROCEDURE .....	40
85.	CUSTOMER SERVICE TELEPHONE LINE .....	41
86.	CONTRACTOR'S COMPENSATION TO THE COUNTY .....	42
	<b>ADMINISTRATIVE PROVISIONS.....</b>	<b>42</b>
87.	ANNUAL PERFORMANCE EVALUATION .....	42
88.	ASSURANCE OF PERFORMANCE .....	43
89.	MATERIAL BREACH .....	43
90.	NOTICE AND CURE OF MATERIAL BREACH .....	44
91.	COUNTY REMEDIES.....	45
92.	CONTINUOUS SERVICE DELIVERY .....	45
93.	EMERGENCY TAKEOVER .....	45
94.	TERMINATION .....	46
	<b>FUTURE COMPETITIVE PROCUREMENT PROCESS / "LAME DUCK" PROVISIONS.....</b>	<b>48</b>
95.	COMPETITIVE PROCUREMENT PROCESS .....	48

EMS Ambulance Transport Provider Agreement

96. "LAME DUCK" PROVISIONS .....49

**GENERAL PROVISIONS ..... 49**

97. PERMITS AND LICENSE.....49

98. PRIVATE WORK .....50

99. PRODUCT ENDORSEMENT/ADVERTISING.....50

100. OBSERVATION AND INSPECTIONS.....50

101. NO COST TO COUNTY .....51

102. COST OF ENFORCEMENT .....51

103. RELATIONSHIP OF THE PARTIES.....51

104. INDEPENDENT CONTRACTOR.....51

105. INDEMNIFICATION .....52

106. INSURANCE AND BOND.....53

107. WORKERS' COMPENSATION .....53

108. CONFORMITY WITH LAW AND SAFETY .....53

109. DEBARMENT AND SUSPENSION CERTIFICATION .....54

110. TAXES .....55

111. OWNERSHIP OF DOCUMENTS .....55

112. DOCUMENTS AND MATERIALS .....56

113. CONFLICT OF INTEREST/CONFIDENTIALITY .....56

114. NOTICES.....57

115. USE OF COUNTY PROPERTY .....58

116. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS .....58

117. DRUG FREE WORKPLACE .....59

118. SMALL, LOCAL, AND EMERGING BUSINESS (SLEB) PARTICIPATION: .....59

119. FIRST SOURCE PROGRAM.....60

120. WAIVER .....60

121. ENTIRE AGREEMENT .....60

122. HEADINGS .....60

123. MODIFICATION OF AGREEMENT .....60

124. SUBCONTRACTING/ASSIGNMENT/SALE .....61

125. SURVIVAL .....61

126. SEVERABILITY .....62

127. PATENT AND COPYRIGHT INDEMNITY .....62

128. CHOICE OF LAW AND VENUE .....63

**SIGNATORY ..... 63**

**EXHIBITS..... 1**

**EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR’S EOA AND  
EMERGENCY RESPONSE ZONES ..... 2**

**EXHIBIT B - DEPICTION AND DEFINITION OF SUB-AREAS ..... 3**

**EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS..... 6**

**EXHIBIT D - DEBARMENT AND SUSPENSION CERTIFICATION ..... 7**

**EXHIBIT E - COMMUNICATIONS EQUIPMENT..... 8**

**EXHIBIT F - RESPONSE TIMES REQUIREMENTS AND FINES ..... 10**

    TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS.....10

    TABLE B - RESPONSE TIME FINES BY CATEGORY AND COMPLIANCE .....10

    TABLE C - OUTLIER RESPONSE TIMES BY CATEGORY AND SUBAREA IN MINUTES & SECONDS .....10

**EXHIBIT G - PARAMEDIC TRAINING REQUIREMENTS..... 11**

**EXHIBIT H - CONTRACTOR’S USER FEES - 911 SYSTEM ..... 13**

**EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS..... 14**

**EXHIBIT J - FIRST SOURCE AGREEMENT ..... 15**

**EXHIBIT K – TRANSITION PLAN..... 16**

**EXHIBIT L - COMMUNITY EDUCATION PROGRAM ..... 22**

**EXHIBIT M - FIRST RESPONDER SUPPORT ..... 24**

**EXHIBIT N - HIGH RISK PATIENT DESCRIPTION ..... 25**

**EXHIBIT O - PROPOSAL OF PARAMEDICS PLUS ..... 26**

## DEFINITIONS AND ACRONYMS

The following definitions and acronyms are contained in this Agreement:

<b>5150 Call</b>	Services involving a patient who has been (or shall be) placed on a hold for psychiatric evaluation, including transport to a psychiatric facility in accordance with the California Code of Regulations Welfare and Institutions Code, Section 5150 and EMS Policies.
<b>Ambulance</b>	As defined pursuant to Title 13 of the California Code of Regulations, section 1100.2. A vehicle specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, and compliant with state requirements.
<b>Ambulance Strike Team(s)</b>	Reference description in EMSA guideline #215
<b>ACRECC</b>	Alameda County Regional Emergency Communications Center
<b>Alpha Call</b>	A 911 call designated by County Dispatch Center as an Alpha Call based on use of the Medical Priority Dispatch System.
<b>ALS</b>	Advanced Life Support - paramedic level of service as defined in California Health and Safety Code, Division 2.5, § 1797.52
<b>Arrival at Incident</b>	The moment the Ambulance is fully stopped at the Incident Location and Field Personnel notifies the County Dispatch Center of the arrival.
<b>AVL</b>	Automatic Vehicle Locator
<b>Base Hospital</b>	As defined in California Health and Safety Code, Division 2.5, §1797.58. The Base Hospital for Alameda County is Alameda County Medical Center, Highland Campus.
<b>BLS</b>	Basic Life Support - EMT level of service, as defined in California Health and Safety Code, Division 2.5, §1797.60
<b>Board</b>	Alameda County Board of Supervisors
<b>Bravo Call</b>	A 911 call designated by County Dispatch Center as a Bravo Call based on use of the Medical Priority Dispatch System.
<b>CAD</b>	Computer Aided Dispatch
<b>Charlie Call</b>	A 911 call designated by County Dispatch Center as a Charlie Call based on use of the Medical Priority Dispatch System.
<b>Continuing Education (CE)</b>	As defined in the California Code of Regulations, Title 22, Chapter 11
<b>Contractor</b>	Paramedics Plus, LLC



EMS Ambulance Transport Provider Agreement

<b>Contracting City(ies)</b>	A municipality in Zone 1 that has a contract with EMS to provide its own Ambulance services in that city's exclusive operating area.
<b>County</b>	The County of Alameda
<b>County Dispatch Center</b>	The medical dispatch center designated by EMS to dispatch Contractor's Ambulances, pursuant to this Agreement.
<b>Data Collection System</b>	The software and hardware used to collect, store and report on information from the provision of Services, which includes the Patient Care Reports.
<b>Delta Call</b>	A 911 call designated by County Dispatch Center as a Delta Call based on use of the Medical Priority Dispatch System.
<b>DTMF</b>	Dual Tone Multi Frequency (Touch-Tone).
<b>Echo Call</b>	A 911 call designated by County Dispatch Center as an Echo Call (non-breathing and/or ineffective breathing) based on use of the Medical Priority Dispatch System
<b>Effective Date</b>	The date the Agreement is signed by the President of the Alameda County Board of Supervisors
<b>EMS</b>	Used in this Agreement to refer to Alameda County Emergency Medical Services, a Division of the Public Health Department, as part of the Health Care Services Agency
<b>EMS Director</b>	The director of the Alameda County Emergency Medical Services, a Division of the Public Health Department, as part of the Health Care Services Agency.
<b>EMS Medical Director</b>	The physician in the position of Medical Director for Alameda County Emergency Medical Services, a Division of the Public Health Department, as part of the Health Care Services Agency..
<b>EMS Policies</b>	Policies and procedures issued by the Alameda County Emergency Medical Services that are contained in the Alameda County Emergency Medical Services Field Manual and/or Administration Manual, which may be revised from time to time
<b>EMS website</b>	acgov.org/ems
<b>EMSA</b>	Emergency Medical Services Authority of the State of California
<b>EMT</b>	Emergency Medical Technician
<b>EOA</b>	As used in this Agreement, refers to the Exclusive Operating Area for "Services" as designated in Alameda County's approved EMS Plan, and depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES.
<b>ERZ</b>	Emergency Response Zone, as depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES.

EMS Ambulance Transport Provider Agreement

<b>Federal</b>	Refers to United States Federal Government, its departments and/or agencies
<b>Field Personnel</b>	Contractor's paramedics and EMTs responsible for responding to 911 requests for emergency medical ground ambulance services pursuant to this Agreement
<b>Fractile</b>	A method of measuring data in which all applicable data are stacked in ascending order and the total number is calculated as a percentage of the total number of calls. (e.g.: a 90th percentile standard is one where 90% of the applicable Ambulance calls are answered within the response standard, while 10% take longer than the standard.)
<b>FRALS</b>	First Response Advanced Life Support – A fire department unit staffed and equipped with a minimum of one California State licensed and Alameda County accredited Paramedic capable of providing ALS at scenes of medical emergencies. These units are designated by the County and have an executed agreement with the County to provide service
<b>First Responder Agency(ies)</b>	The fire departments within the EOA, and those in Zone 1 that are under contract with the County, to provide first response to the scene of a medical emergency
<b>High-Risk PCR</b>	A Patient Care Record for a High-Risk patient. See EXHIBIT N - HIGH RISK PATIENT DESCRIPTION
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996
<b>Incident Location</b>	The destination address or location of the patient the Ambulance is dispatched to by the County Dispatch Center
<b>Incumbent Personnel</b>	Those employees working for American Medical Response under contract with County for emergency ground ambulance services to the EOA on the Effective Date
<b>Key Personnel</b>	Contractor's personnel providing Services in the positions of a) Operations Manager (Chief Operations Officer), b) Medical Director and c) Quality Manager
<b>Labor Code</b>	California Labor Code
<b>LEMSA</b>	Local Emergency Medical Services Agency, as defined in California Health and Safety Code, Division 2.5, §1797.94
<b>Mandatory Data Fields</b>	The minimum amount of information that satisfies the requirement for a completed Patient Care Report left at the receiving hospital or psychiatric facility.
<b>Medical Priority Dispatch System ("MPDS")</b>	The system that categorizes emergency calls using an escalating scale of severity assigned to medical conditions, relative to the level and timeliness of response.
<b>Mutual-Aid</b>	Emergency ambulance service performed by neighboring providers during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources

EMS Ambulance Transport Provider Agreement

<b>Multi-Casualty Incident (“MCI”)</b>	A Multi-Casualty Incident (MCI) is any incident where the number of injured persons exceeds the day-to-day operating capabilities and requires additional resources and/or the distribution of patients to multiple hospitals, as defined in EMS Policies
<b>Onboard Mobile Gateway (“OMG”)</b>	The mobile networking technology that connects and manages equipment, information and people in the field. Provides high performance, high security, wireless broadband networking for mobile applications
<b>Paramedic</b>	As defined in California Health and Safety Code, Division 2.5, §1797.84
<b>PCR</b>	Patient Care Record, in either print or electronic form
<b>Response Time</b>	The time elapsed from the time a call is received by Contractor from the County Dispatch Center, until Arrival at the Incident Location by the Ambulance
<b>Required Positions</b>	The positions of a) Clinical/Education Staff, b) Clinical Field Supervisors, c) Operational Field Supervisors, and d) Analyst, for which Contractor is required to have individual employees while providing Services
<b>Quality Improvement</b>	As defined in the California Code of Regulations, Title 22, Chapter 12 and EMSA #166: EMS System Quality Improvement Guidelines
<b>State</b>	The State of California, its departments and/or agencies
<b>Service Start Date</b>	12:00 am on the date Contractor begins providing Services
<b>Services</b>	Contractor’s provision of 911 emergency medical ground ambulance response and transportation at an Advanced Life Support (ALS) level of service, and where specified in this Agreement, Basic Life Support (BLS); and, obligations as required by this Agreement and in accordance with EMS Policy
<b>Service Vehicles</b>	Contractor’s vehicles used in the provision of Services, including but not limited to, Ambulances and Supervisor Vehicles.
<b>Subarea</b>	Designations within an Emergency Response Zone of Metro/Urban, Suburban/Rural and Wilderness, as depicted in EXHIBIT B - DEPICTION AND DEFINITION OF SUBAREAS.
<b>Supervisor(s)</b>	Clinical Field Supervisors and Operational Field Supervisors
<b>Supervisor Vehicles</b>	A vehicle, other than an ambulance, driven by a Supervisor and equipped for emergency medical response
<b>User Fees</b>	Charges to patients and/or insurance providers, including Medicare and Medi-Cal for Services provided by Contractor.

This Agreement ("Agreement") is by and between the County of Alameda, herein referred to as County, and Paramedics Plus, LLC., herein referred to as Contractor, and shall be effective the date this Agreement is signed by the president of the Alameda County Board of Supervisors ("Effective Date").

This Agreement is for the provision of 911 emergency medical ground ambulance response and transportation at an Advanced Life Support ("ALS") level of service, and where specified in this Agreement, Basic Life Support ("BLS") level of service ("Services") for a five year period, commencing **November 1, 2011** ("Service Start Date") and continuing through **October 31, 2016**, with an option to extend for an additional five (5) year period at County's sole discretion. The County shall provide Contractor with written notice of its intent to extend this Agreement at least twelve (12) months prior to the scheduled end of the term of the Agreement.

#### **RECITALS OF AUTHORITY**

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

**Whereas**, Alameda County Emergency Medical Services ("EMS") is the designated LEMSAs; and,

**Whereas**, EMS has created an EOA; and,

**Whereas**, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Alameda has designated the LEMSAs to develop a written agreement with a qualified paramedic service provider to provide Services, and participate in the advanced life support program in Alameda County; and,

**Whereas**, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and,

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

**Whereas**, on April 27, 2010 at its regular meeting, the Alameda County Board of Supervisors determined that Paramedic Plus, LLC. had submitted the proposal that best serves the overall interests of the County and attained the highest over-all point score; and,

**Whereas**, County and Contractor desire to enter into a performance-based agreement for provision of Services in accordance with this Agreement;

**NOW, THEREFORE**, the parties agree to the following terms and conditions:

## **SCOPE OF WORK**

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### **1. Services**

- 1.1 Contractor shall provide Services, as requested by the County Dispatch Center, and in accordance with this Agreement and the Contractor's proposal, which is attached hereto as Exhibit O (Appendices 1-56 incorporated by reference, but not attached) and incorporated herein by this reference, except that in the case of any conflicting provisions the terms of this Agreement shall control over the terms of the Proposal.
- 1.2 Contractor shall provide Services in accordance with the requirements of California State Health and Safety Code, Division 2.5, Sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and any amendments or revisions thereof.
- 1.3 Contractor shall employ all resources necessary to achieve the Response Times and all other required performance.
- 1.4 Contractor agrees to increase resources at its sole expense to meet any increase in needs or demands for Services.

### **2. Service Area/Emergency Response Zones**

- 2.1 Contractor shall provide Services within the EOA, as designated in County's Emergency Medical Services Plan and approved by the State Emergency Medical Services Authority ("EMSA"), as defined in California Health and Safety Code, Division 2.5, §1797.85.

- 2.2 Services shall be provided to all areas within the EOA and as otherwise required by this Agreement. A map of the EOA, divided into specific Emergency Response Zones ("ERZ") is attached as EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES.

**3. Services/Standards**

- 3.1 Contractor shall provide Services 24 hours per day, 7 days per week, 52 weeks per year without interruption, for the full term of the Agreement. Services shall be provided without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay
- 3.2 Contractor shall be the exclusive 911 medical ground Ambulance provider authorized by the County in the EOA and all calls for Services originating in the EOA shall be referred to Contractor, with the exception of Mutual-Aid and disaster response.
- 3.3 Contractor shall work cooperatively with the EMS Director, the EMS Medical Director, and other County staff and agencies to fulfill the terms and conditions of this Agreement.
- 3.4 Contractor shall attain accreditation by the Commission on Accreditation of Ambulance Services ("CAAS") within eighteen (18) months of the Service Start Date. The Contractor shall thereafter maintain accreditation throughout the term of the Agreement.

**4. Assistance to Other County EOAs/Expansion of the EOA**

- 4.1 Contractor shall, to the best of its ability, assist in servicing any other exclusive operating area within the County, if requested to do so by the EMS Director.
- 4.2 If the EOA expands to include Alameda, Berkeley or Piedmont , Contractor shall extend its service area at no cost to the city or County. The no cost extension shall not apply to the City of Albany unless it is added to the EOA in conjunction with, or following, the addition of the City of Berkeley.
- 4.3 The Contractor, the EMS Director, and city representatives shall collaborate on a transition plan for the expansion of the EOA, consistent with this Agreement.

**5. Location of Contractor's Offices**

Contractor shall maintain one or more offices for operations within Alameda County during the term of this Agreement.

**6. Transition**

6.1 At 12:00 AM on the date following the last day of services provided by the current service provider Contractor shall begin providing Services ("Service Start Date").

6.2 Beginning on the Effective Date, Contractor shall devote time and resources to be fully prepared for becoming the Ambulance transport provider on the Service Start Date. Contractor shall meet all milestones and requirements as set forth in EXHIBIT K - TRANSITION PLAN, which may be amended by mutual agreement of the parties.

6.3 All Ambulances and Supervisor Vehicles shall be inspected by EMS prior to the Services Start Date, and as described in EXHIBIT K - TRANSITION PLAN.

**DISPATCH**

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**7. Alameda County Regional Emergency Communications Center**

Contractor's Ambulances shall be dispatched by the County Dispatch Center, which is operated by Alameda County Regional Emergency Communications Center ("ACRECC").

**8. ACRECC Agreement**

8.1 Contractor shall make a good faith effort to enter into an agreement with ACRECC for dispatch services for the same length of time as this Agreement, including any extensions.

8.2 If Contractor and ACRECC are unable to enter into an agreement for dispatch services, Contractor shall establish its own dispatch services or enter into an agreement with another entity to provide dispatch services for this Agreement under terms that are mutually acceptable to County and Contractor. If Contractor and ACRECC are unable to reach agreement in sufficient time for the commencement of Services, this Agreement shall be amended to reflect mutually agreed upon alternative dispatch arrangements.

8.3 Dispatch services shall include: a) EMS call intake functions, b) call prioritization and c) pre-arrival instructions according to Medical Priority Dispatch System

("MPDS") protocols developed in collaboration with the County EMS Medical Director.

**9. Deployment Supervisor at Dispatch Center**

9.1 Contractor shall staff a Deployment Supervisor at the County Dispatch Center 24 hours a day, seven (7) days a week. This position shall be responsible for coordinating Supervisors and Field Personnel, and monitoring the deployment of Ambulances and Supervisor Vehicles in the field for optimal Response Times.

9.2 The Deployment Supervisor shall work collaboratively with County Dispatch Center to: a) assist with training, b) identify improvement areas, and c) facilitate a positive and productive working relationship between County Dispatch Center personnel and Field Personnel.

**10. County Computer Aided Dispatch System**

10.1 Contractor shall pay for any modifications to the County Dispatch Center Computer Aided Dispatch ("CAD") system necessary to effectively monitor, deploy, redeploy its Ambulances, and provide Services.

10.2 Contractor shall provide as needed additional computer servers, workstations, and employee training to County staff.

**11. CAD Data**

Contractor shall ensure that the County has immediate access to all EMS related data maintained by the CAD system at ACRECC.

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**COMMUNICATIONS**

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**12. Radio Equipment**

12.1 Contractor shall work with County and the Federal Communications Commission ("FCC") to enable Contractor to effectively receive communications as directed by the County Dispatch Center.

12.2 Contractor shall work with County and the FCC to enable Contractor to effectively utilize the County's radio infrastructure to communicate with the County Dispatch Center and First Responder Agencies.



- 12.3 Contractor shall equip each Ambulance and Supervisor Vehicle with an Onboard Mobile Gateway ("OMG") which shall provide wireless access to CAD and billing system data.
- 12.4 Contractor shall equip and maintain each Ambulance and Supervisor Vehicle with communications equipment as set forth in EXHIBIT E - COMMUNICATIONS EQUIPMENT, which may be changed from time to time.

## **RESPONSE TIME REQUIREMENTS**

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### **13. Response Time Performance and Measurement**

- 13.1 Contractor is solely responsible for Service Start Date performance:
  - a. Response Time standards for Charlie, Delta and Echo ambulance responses shall be in effect on the Service Start Date.
  - b. Response Time standards for Alpha and Bravo responses shall be in effect on the Service Start Date, however, fines shall not be assessed for six months after the Service Start Date.
- 13.2 The County Dispatch Center shall classify and assign calls as Alpha, Bravo, Charlie, Delta, and Echo, by Medical Priority Dispatch System ("MPDS").
- 13.3 Responding Field Personnel shall be notified by the County Dispatch Center of the MPDS designation via pager, cellular phone or other portable handheld device capable of receiving emergency response data from the ACRECC paging system.
- 13.4 Any Mutual-Aid call originating outside the EOA shall not be counted in the total number of calls used to determine Response Time compliance.

### **14. Response Time Accountability**

- 14.1 Contractor's Response Times shall be calculated on a monthly basis for reporting purposes to determine compliance using Fractile Response Time measurements.
- 14.2 Contractor's Response Time for Services in the EOA shall meet the requirements contained in EXHIBIT F - RESPONSE TIME REQUIREMENTS AND FINES (Table A, PERSONNEL AND RESPONSE TIME REQUIREMENTS) with 100% compliance.

14.3 Contractor shall be assessed fines if Response Time compliance falls below 90%, as set forth in Exhibit F - RESPONSE TIME REQUIREMENTS AND FINES (Table B, RESPONSE TIME FINES BY CATEGORY AND COMPLIANCE.)

**15. Response Time Measurement Methodology**

15.1 Response Time shall be measured in minutes and integer (whole) seconds from the time the call is received by Contractor from the County Dispatch Center until arrival at the Incident Location by the Ambulance, or until the call is cancelled by a public safety agency or County Dispatch Center.

15.2 Determination of Response Times depends on the location of the incident with respect to the Emergency Response Zone (“ERZ”), depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES.

15.3 Each ERZ may be comprised of one or more of three (3) Sub-areas, which are described in EXHIBIT B -DEPICTION AND DEFINITION OF SUB-AREAS.

15.4 In situations where the Ambulance has responded to a location other than the Incident Location (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or where rugged terrain precludes access), Arrival at Incident shall be the time the Ambulance arrives at the designated staging location or the nearest public access point to the patient’s location.

15.5 All of the following times shall be tracked:

- a. Time call received at the County Dispatch Center (provided by County Dispatch Center)
- b. Time call answered at the County Dispatch Center (provided by County Dispatch Center)
- c. Time location verified (provided by County Dispatch Center)
- d. Time call received by the Contractor from the County Dispatch Center
- e. Time unit enroute to the call
- f. Arrival at Incident time (vehicle stopped)
- g. Time arrival at patient

- h. Time Ambulance departs scene
  - i. Time Ambulance arrives at the receiving hospital or psychiatric facility
  - j. Time Field Personnel transfers care of the patient to receiving hospital or psychiatric facility personnel
  - k. Time Ambulance departs the receiving hospital or psychiatric facility
- 15.6 The Contractor may be required to log additional times by the EMS Medical Director such as times of defibrillation, administration of treatments and medications, and other instances deemed important for clinical monitoring and research activities.

## **16. Calculating Response Times**

- 16.1 Contractor must synchronize its mission-critical clocks (e.g.: PCR and cardiac monitor), daily with the County Dispatch Center's clock, so all reports accurately reflect County Dispatch Center times.
- 16.2 Contractor's Response Times shall be calculated on a monthly basis for reporting purposes using Fractile Response Time measurement.
- 16.3 Contractor must be in compliance with all Response Times within all Emergency Response Zones and Subareas at all times for any consecutive 30-day period or Contractor shall be penalized, as set forth in this Agreement. The County shall periodically perform audits of Response Times for a randomly selected consecutive 30-day period in addition to any other reporting requirements under this Agreement.

## **17. Calculating Changes in Call Priority**

### **17.1 Upgrades**

If an assignment is upgraded prior to the Arrival at Incident of the Ambulance (e.g. from a Charlie to Delta), Contractor's compliance and fines shall be calculated based on the shorter of:

- Time elapsed from dispatch to time of upgrade plus the higher priority Response Time standard, or,
- The lower priority Response Time standard.

**17.2 Downgrades**

If a call is downgraded, prior to arrival on scene of the Ambulance (e.g. from a Delta to a Charlie), Contractor's compliance and fines shall be determined by:

- a. If the time of the downgrade occurs after the emergency ambulance has exceeded the higher priority Response Time standard, the higher priority Response Time standard shall apply; or,
- b. If the time of the downgrade occurs before the emergency ambulance has exceeded the higher priority Response Time standard, the lower priority Response Time standard shall apply.
- c. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the County, the longer standard shall apply.

**17.3 Reassignment Enroute**

If an Ambulance is reassigned en-route or turned around prior to Arrival at Incident Location (e.g., to respond to a higher priority request), compliance and fines shall be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock shall not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.

**18. Canceled Calls**

If a call is canceled prior to the Ambulance's Arrival at Incident, the compliance and fines shall be calculated based on the elapsed time from dispatch to the time the call was canceled.

**19. Each Incident a Separate Response**

- 19.1 Each incident shall be counted as a single response regardless of the number of units that are utilized. The Response Time of the Contractor's first arriving Ambulance shall be used to compute Contractors Response Time for that incident.
- 19.2 When Contractor requests a Mutual-Aid response from one of the transporting fire departments in Zone 1, Contractor remains responsible for the Response Time to the incident.

**20. 5150 Response**

20.1 5150 Responses within the EOA

- a. Contractor shall respond ALS level personnel to 5150 Calls dispatched as an Echo, Delta, or Charlie. If the patient does not require medical clearance at an emergency department, the ALS Ambulance can request that a BLS Ambulance transport to the appropriate psychiatric facility in accordance with EMS Policies regarding psychiatric patient care.
- b. Contractor may respond BLS level personnel to 5150 calls dispatched as Alpha or Bravo.

20.2 5150 Responses into Zone 1:

- a. Contractor may respond a BLS transport unit into Zone 1 for 5150 Calls if the call was initially dispatched as an Alpha or Bravo call by the County Dispatch Center.
- b. Contractor may respond a BLS unit into Zone 1 for 5150 calls initially dispatched as Echo, Delta, or Charlie, following medical clearance by Zone 1 paramedics. The request must be made through the County Dispatch Center via 911 and in accordance with EMS Policies.
- c. Response Times for 5150 Calls in Zone 1 are to be included in the Contractor's Response Time performance calculation.

**21. Response Time Performance Report**

21.1 Contractor shall submit a monthly Response Time Performance report in accordance with due dates established by County.

21.2 Every request from the County Dispatch Center originating within the EOA and those 5150 calls originating in Zone 1 shall be included in Contractor's monthly calculation of performance to determine compliance with Response Time standards, except as otherwise provided in this Agreement.

21.3 Contractor is required to meet the specified Response Time standards; therefore, Contractor shall maintain mechanisms for expansion of response capacity should a system overload occur.

21.4 The mechanisms for expansion of capacity shall be in a written plan and submitted for approval to EMS.

**22. Response Time Late Response Exemptions ("Exemption")**

22.1 Contractor may request that a late response be excluded from the calculation of Response Time standards ("an Exemption"), if that call falls into one of the following categories:

- a. A declared Multi-Casualty Incident ("MCI") or disaster that the EMS Director determines has had a material impact on Contractor's resources.
- b. There was a delay because information relayed by the County Dispatch Center was substantially incorrect so as to prohibit timely arrival at the call.

22.2 A request for an Exemption must be in writing, and received by the EMS Director within ten (10) calendar days following the end of the month in which the event occurred. The request must include performance reports for the month in which the incident occurred and written documentation supporting the request.

22.3 Response Time Exemptions may be granted by the County on a per call basis, following review and investigation by the County.

22.4 Calls that are approved as an Exemption shall not be included in the calculations for Response Time compliance.

**STAFFING REQUIREMENTS**

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**23. Ambulance Staffing Requirements**

23.1 Contractor shall staff, at a minimum, one (1) Paramedic and one (1) EMT for all Ambulances responding to Charlie, Delta and Echo calls, and calls the County Dispatch Center determines an ALS response is appropriate

23.2 Contractor shall staff, at a minimum, two (2) EMTs for all Ambulances responding to Alpha and Bravo calls, or multi-unit responses, or calls the County Dispatch Center determines a BLS response is appropriate.

**24. Work Schedules**

24.1 **24-hour Shifts:**

- a. Contractor's employees assigned to 24-hour shifts shall not work more than 24 consecutive hours without a minimum of twelve hours off-duty.
- b. An employee may complete a call that was in progress prior to the 24-hour limit; however, that employee shall not be dispatched to an additional call. The total hours worked shall not exceed twenty-six (26) consecutive hours.
- c. Contractor shall monitor the workload for all 24-hour shifts and send a report to the EMS Director monthly. If the workload trend shows that Field Personnel are not afforded at least a 4-hour uninterrupted break during the 24-hour shift, on a consistent basis for greater than three (3) months, Contractor shall work with the County to identify alternatives, including changes to shift lengths.

**24.2 Less than 24-hour Shifts:**

- a. Contractor's employees assigned to less than 24-hour shifts shall not work more than 18 consecutive hours without a minimum of twelve hours off-duty.
- b. An employee may complete a call that was in progress prior to the 18-hour limit; however, that employee shall not be dispatched to an additional call. The total hours worked shall not exceed twenty (20) consecutive hours.

**25. Personnel Licensure/Certification/Training Requirements**

- 25.1 Field Personnel performing Services under the Agreement shall at all times be appropriately certified and/or licensed to practice in the State of California and in the case of Paramedics, accredited in Alameda County.
- 25.2 Contractor shall, at all times, retain electronic copies of current licenses, certifications, and training documentation for Field Personnel performing Services.

**TRANSPORT REQUIREMENT**

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**26. Destination**

Patients shall be transported in accordance with EMS Policies, as may be amended from time to time.

**27. Influence on Destination**

Field Personnel shall not attempt to influence a patient's destination selection other than as set forth in the EMS Transport Guidelines Policy.

**28. Air Ambulance Agreements**

County may enter into separate transport agreements with Air Ambulance providers. Notwithstanding any other provision of this Agreement, County may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient, as defined in EMS Policies.

**MULTI-CASUALTY INCIDENT/DISASTER RESPONSE**

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**29. Multi-Casualty Incident/Disaster Response**

29.1 Contractor shall cooperate with County in rendering emergency assistance during a declared or an undeclared disaster or Multi-Casualty Incident ("MCI"), in accordance with the EMS Policies.

29.2 Contractor shall assign a Field or Dispatch Manager/Supervisor to the Operational Area Emergency Operations Center ("EOC") - Medical Health Branch (when activated) as a liaison to work closely with the Medical Health Operational Area Coordinator ("MHOAC").

29.3 If County directs Contractor to respond to a disaster in a neighboring jurisdiction, fines for Response Times may be suspended, but only if authorized by the EMS Director. Contractor shall use its best efforts to maintain primary emergency services and may suspend non-emergency services as required.

29.4 Within one (1) year following the Effective Date of this Agreement, Contractor shall submit to the EMS Director for review, an Emergency Operation Plan ("EOP") for its internal response and recovery in the event of a disaster. In the event of a disaster, Contractor shall follow the County's disaster plan and its EOP.

29.5 When Contractor is notified that disaster or MCI assistance is no longer required, Contractor shall resume Response Time requirements in a timely manner.



**30. Disaster Response Vehicle/Equipment**

- 30.1 Contractor shall house, maintain, manage and staff any Disaster Ambulance Support Unit ("DASU") issued to County by EMSA for disaster responses. A DASU may not be used by Contractor without the specific permission of and at the direction of County.
- 30.2 Contractor shall maintain the State-issued DASU in good working order, in accordance with EMS Policies and in accordance with the vehicle and equipment maintenance requirements set forth in this Agreement, for immediate disaster deployment.
- 30.3 Contractor shall also house and maintain the County's EMS Disaster Trailers in accordance with EMS Policies and in accordance with the vehicle and equipment maintenance requirements set forth in this Agreement. Contractor shall not use the EMS Disaster Trailers, unless directed to do so by the County Dispatch Center.
- 30.4 Contractor shall also provide an additional two trailers to further augment MCI and disaster response within Alameda County, which shall be maintained in the same manner.

**31. Incident Notification**

Contractor shall have a mechanism in place to communicate current field information to appropriate County staff, including, but not limited to the County Dispatch Center and the County's EOC during MCIs, disaster responses, hazardous materials incidents and other unusual occurrences.

**32. Ambulance Strike Team**

- 32.1 Contractor's Ambulance Strike Team ("AST") shall at all times be staffed, equipped, and trained to respond to a disaster Mutual-Aid request at County's direction and in accordance with the EMSA AST Guidelines. Contractor shall ensure that AST members and AST leaders have been appropriately trained by an EMSA-approved trainer.
- 32.2 The Contractor shall insure that an AST is available to respond to disaster requests from EMSA.
- 32.3 Contractor shall notify EMS prior to deployment of any AST.

**33. Interagency Training for Exercises/Drills**

Contractor shall participate in County-sanctioned exercises, disaster drills, and interagency training.

**34. Mutual-Aid Requirements**

**34.1 State or Federal Mutual-Aid requests**

Contractor shall respond to requests for Mutual-Aid made by State or Federal agencies, if directed to do so by the EMS Director.

**34.2 In-County Mutual-Aid requests**

- a. Contractor shall use its best efforts to enter into Mutual-Aid agreements with municipalities in Zone 1, or other areas where Mutual-Aid is provided on a regular basis.
- b. Any executed agreements between Contractor and a municipality in Zone 1 for Mutual-Aid shall be sent to the EMS Director within 45 calendar days of execution.
- c. If Contractor is unable to enter into an agreement for Mutual-Aid in any municipality, Contractor shall notify the EMS Director.
- d. Contractor shall respond to Mutual-Aid requests from other Alameda County agencies within Alameda County according to prior written agreements with those agencies.
- e. Contractor shall document the number and nature of all Mutual-Aid responses it requests or provides.

**34.3 Stand-By Service**

- a. Upon request by a public safety agency within Alameda County, Contractor shall provide, at no charge to County or to the requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by the County Dispatch Center.
- b. An Ambulance and its Field Personnel placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by.

- c. Stand-by periods exceeding eight (8) hours shall require the approval of the EMS Director.

## **VEHICLES AND EQUIPMENT**

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### **35. Ambulances**

35.1 All Ambulances shall meet the following specifications:

- a. 2010 EPA diesel and State of California emission standards
- b. Title 13, California Code of Regulations
- c. California Vehicle Code.

35.2 Contractor, at its sole expense, shall acquire and maintain Service Vehicles and on-board medical supplies and equipment, to be used to perform Services.

35.3 Vehicle Markings

- a. Emergency vehicles, including Ambulances and Supervisor's Vehicles, shall be marked as required by the National Fire Protection Agency (NFPA) Standard 1901 (2009) that includes reflective chevron markings on the rear and a reflective stripe on the side panels.
- b. Services Vehicles shall display the following signage, on both sides:
  - "Alameda County Emergency Medical Services" in at least four (4) inch letters,
  - Level of service (e.g., "Paramedic Unit")
  - "911" emergency telephone number
  - Contractor's name
  - CAAS logo once accreditation has been acquired
- c. No Service Vehicle shall display any other writing unless approved by the County, other than vehicle identification.
- d. Contractor shall obtain EMS approval of the overall design, color, and lettering used for Service Vehicles. Contractor shall, within ten (10) calendar days of County's request, change any non-approved design, color or lettering.

**36. Equipment**

- 36.1 Contractor shall have sole responsibility and bear all expense for all equipment necessary to provide Service. All on-board equipment, medical supplies and personal communications equipment used by Contractor shall meet or exceed the minimum requirements of the EMS Policies and this Agreement.
- 36.2 Contractor shall have and submit to County no later than the Service Start Date, policies regarding the acquisition, stocking and security of controlled substances carried on Service Vehicles.
- 36.3 Equipment and supply requirements may be modified with the approval of the EMS Director, including modifications due to changes in technology.
- 36.4 The County may inspect Service Vehicles at any time without prior notice.
- 36.5 Failure to meet minimum in-service equipment/supply requirements:
  - a. If any Service Vehicle fails to meet the requirements, as contained in EMS Policies, the County may fine Contractor.
  - b. In addition to any fines, if the EMS Director determines that the failure to meet requirements is critical, the Service Vehicle shall be removed from service until the non-compliance is corrected.

**37. Vehicle and Equipment Maintenance**

- 37.1 Contractor shall maintain all Service Vehicles in good working order consistent with the manufacturer's specifications.
- 37.2 Contractor shall maintain and provide to County on demand a listing of all Service Vehicles, including reserve vehicles. The information for each vehicle shall include the license number, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide Services shall be reported to County within thirty (30) calendar days of any change, sale, transfer or purchase.
- 37.3 For each Service Vehicle, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate.

Records shall be made available for inspection by County upon request of the EMS Director.

- 37.4 Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.
- 37.5 Contractor shall ensure an Ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high-performance Ambulance service by: a) utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of Ambulances, b) developing and implementing standardized maintenance practices, and c) incorporating an automated or manual maintenance program record keeping system.
- 37.6 Contractor shall replace or remount ambulances on a five-year, 250,000-mile schedule, unless otherwise agreed to by Contractor and County.
- 37.7 All Service Vehicles, and any equipment that has a defect, including insignificant but visible cosmetic damage, shall be removed from service for repair without delay, and in no event in less than twelve hours after a request from the EMS Director.
- 37.8 Contractor shall comply with or exceed the maintenance standards established by the CAAS, as may be amended from time-to-time.
- 37.9 Contractor shall maintain all bio-medical equipment in accordance with manufacture's recommendations, as well as applicable standards established by the Joint Commission on Accreditation of Health Care Organizations, which may be updated annually.
- 37.10 Contractor shall install and maintain Automatic Vehicle Locator ("AVL") devices on all Service Vehicles. The AVL system shall be compatible and interface with the County Dispatch Center's software.

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## **ELECTRONIC PATIENT CARE REPORT AND DATA COLLECTION SYSTEM**

### **38. Patient Care Reports**

- 38.1 Contractor shall use Patient Care Reports ("PCR") for patient documentation on all calls, including:

- a. patient contacts;
- b. canceled calls; and,
- c. non-transports, with the exception of refusal of service and disaster response, pursuant to EMS Policies.

38.2 The PCR shall clearly identify any instance where two or more patients are transported in the same Ambulance.

**39. Data Collection System for Patient Care Reports**

39.1 Contractor shall work with EMS to create and use a single, uniform PCR and Data Collection System that includes, but is not limited to:

- a. Ease of use
- b. NEMSIS (National EMS Information System) and CEMSIS (California EMS Information System) compliant
- c. EMS dataset, which may be amended from time to time
- d. Ease of modifying dataset
- e. Ease of describing Graphical User Interface and input methods
- f. Compatible equipment/ platforms
- g. Integration with CAD
- h. Information validation
- i. Potential for integration with other information systems including, but not limited to, Fire RMS (Records Management System)
- j. Regime for version updates
- k. Available technical support
- l. Potential for integration with hospital information systems
- m. Back-end data querying, report writing, raw data access
- n. An effective, validated process to evaluate retention of PCRs

39.2 Contractor and County shall update, as needed, the PCR system, including but not limited to updates to allow:

- a. Additional data fields on the PCR
  - b. EMS system data collection,
  - c. The preparation of reports; and
  - d. Software versions.
- 39.3 Contractor shall provide, at its sole expense, to EMS all hardware and software necessary for reviewing and monitoring the PCR. Contractor shall, at its sole expense, also provide a PCR reader or viewer to receiving hospitals.
- 39.4 Contractor shall use software in the PCR and Data Collection System to allow real-time access in the format specified by EMS. The software shall also provide detailed operations, clinical, and administrative data in a manner that facilitates retrospective analysis.
- 39.5 Contractor shall ensure its employees are trained on the Data Collection System.
- 39.6 Contractor shall provide PCR software, training, and mobile computers for each FRALS unit, including Contracting Cities in Zone 1, as set forth in EXHIBIT M - FIRST RESPONDER SUPPORT.
- 39.7 Contractor shall provide upgrades to software and hardware as needed to maintain compatibility with PCR users, including EMS and receiving hospitals.

**40. PCR Delivery to Receiving Hospitals or Psychiatric Facilities**

100% of PCRs shall be provided to receiving hospitals and psychiatric facilities prior to departure of Field Personnel. Contractor shall be fined if PCR compliance falls below 90%.

- 40.1 For every patient transported, especially High-Risk patients (EXHIBIT N - HIGH RISK PATIENT DESCRIPTION), a complete, print-copy of the PCR is to be left at the receiving hospital and/or psychiatric facility prior to Field Personnel leaving. Access to an electronic copy of the PCR by the hospital or psychiatric facility shall not substitute for leaving a printed copy, unless authorized in writing by the EMS Director.
- 40.2 In the event Field Personnel are unable to complete the PCR prior to leaving the receiving hospital or psychiatric facility he/she shall:

- a. Leave a print-copy of the PCR with Mandatory Data Fields completed, as described in EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS); and,
- b. Deliver a fully completed PCR within 24 hours of the time Field Personnel left the hospital/facility for that patient.

## **MEDICAL OVERSIGHT**

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### **41. Medical Protocols**

- 41.1 Contractor shall comply with medical protocols, online medical control, and other requirements as established by the EMS Medical Director, and/or provided by the County (e.g.: Base Hospital services, authority to perform certain medical interventions, etc.).
- 41.2 Contractor shall document compliance with system medical protocols required by EMS Policies and the State of California.

### **42. Medical Review/Audits**

If requested by the EMS Medical Director, Contractor's employees shall attend medical reviews and/or audits.

## **PERSONNEL**

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### **43. Treatment of Incumbent Workforce**

- 43.1 Contractor shall offer employment in substantially similar positions to all 911 Incumbent Personnel, who are qualified, insurable, and pass drug testing and criminal background checks. This provision shall become invalid six (6) months after the Service Start Date. This provision does not apply to dispatchers, billing staff or senior management positions.
- 43.2 Contractor shall also offer to those employees currently working in the Alameda County *BLS Interfacility Transport Division* of American Medical Response on the Effective Date, preferential hiring in available positions to those who are qualified, insurable, and pass drug testing and criminal background checks (e.g.: where there are equally qualified applicants for an open position, current Alameda County AMR employees shall be given preference.) This provision shall become invalid six (6) months after the Service Start Date.



- 43.3 Incumbent Personnel hired by Contractor shall retain their original hiring date for seniority status for bidding shifts, partners, or other assignments, as permitted by any applicable labor agreement.
- 43.4 Contractor shall provide a wage and benefit program which is, at a minimum, comparable to the program provided to Incumbent Personnel on the Effective Date. Contractor shall honor labor agreements in effect as of January 1, 2010 regarding wage increases.

**44. Character/Competence/Professionalism**

- 44.1 Contractor shall ensure that all employees, agents and subcontractors conduct themselves in a professional and courteous manner. Contractor shall address and correct any departure from this standard of conduct.
- 44.2 Contractor's employees, agents and subcontractors shall, at all times when providing Services, be competent and hold valid licenses, including, but not limited to, a California driver's license and, certificates, accreditations and permits, as may be required for each position.
- 44.3 Contractor shall perform criminal background checks, pre-employment drug testing and confirm possession of a required license, certificates, accreditations, and permits for all employees, including Incumbent Employees.

**45. Internal Health and Safety Programs**

- 45.1 Contractor shall establish and maintain programs to enhance the safety and health of the work force. These shall include but are not limited to:
  - a) driver training, b) safety, and c) risk management training.
- 45.2 Contractor shall provide adequate personal protective equipment ("PPE") to employees, including universal precautions for routine care, and personal protective gear to employees working in hazardous environments, rescue operations, motor vehicle accidents, etc.
- 45.3 Contractor shall establish a critical incident management plan, which includes an ongoing stress reduction program for its employees. The plan shall also include access to trained, experienced professional counselors. Plans for these programs shall be submitted to the EMS Director for review.

45.4 Contractor shall make health screening and all currently recommended immunizations available at no cost to its Field Personnel, make-ready staff (individual preparing ambulances for deployment), and mechanics providing Services.

**46. Personnel Training**

Contractor shall ensure that Field Personnel performing Services meet all training requirements as required in EMS Policies, as may be amended from time to time. Currently applicable paramedic training requirements are set forth in EXHIBIT G, PARAMEDIC TRAINING REQUIREMENTS.

**47. Continuing Education Program**

47.1 Contractor shall apply for and maintain approval as an approved Continuing Education (“CE”) provider in Alameda County. All in-service programs offered for CE credit must comply with Title 22 - Chapter 11 and EMS Policies.

47.2 Contractor shall develop and provide in-house CE training programs designed to meet State licensure/certification requirements and/or County accreditation requirements, at no cost to employees.

47.3 Contractor shall provide CE programs with educational content to address Alameda County needs. The EMS Medical Director may mandate specific CE programs and content requirements. County personnel may review and audit any CE programs offered by the Contractor.

47.4 Contractor shall coordinate and make available CE programs to fire department personnel in contracting cities, as may be arranged with the individual agencies. Contractor may also make CE programs available to other entities.

**48. Workforce Engagement**

48.1 Contractor shall provide to all Field Personnel an identification card that shall be worn and visible; including a recent picture and that includes, at a minimum, the employee's:

- a. First name, last initial
- b. Title (EMT or Paramedic)

- c. Certification or license number
- d. Company name
- 48.2 Contractor shall develop a two-way communication process between front-line employees and the leadership team.
- 48.3 Contractor shall have a mechanism for: a) encouraging, b) gathering, c) providing feedback on and, d) acting on employee improvement suggestions.
- 48.4 Contractor shall develop methods for providing system and individual performance feedback to employees.
- 48.5 Contractor shall have a process for involving front-line employees in quality and performance improvement projects.
- 48.6 Contractor shall track credentialing requirements for all EMTs, Paramedics, and Supervisors providing Services, including Contractor's employees working in the County Dispatch Center.
- 48.7 Contractor shall develop a career ladder and professional development process for employees, including a succession plan for Key Personnel.
- 48.8 Contractor shall collaborate with fire departments in the County to create a career ladder for Paramedics, internships and field orientation.
- 48.9 Contractor shall use experienced clinicians to train, mentor, monitor, and assist less experienced Paramedics and EMTs in the field.
- 48.10 Contractor shall make efforts to have diversity in the workforce, including the level of diversity in alignment with the community. Part of this effort shall include a targeted recruitment plan approved by the EMS Director no later than eight months prior to Service Start Date.
- 48.11 Contractor shall develop practices and policies designed to promote workforce harmony and prevent discrimination, including discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.

**49. Key Personnel and Required Positions**

- 49.1 Contractor shall have an identified person authorized and capable to act on behalf of the Contractor in operational matters available at all times.

- 49.2 Contractor's **Key Personnel** are as follows:
- a. **Operations Manager (Chief Operations Officer):** Contractor shall provide a full-time Operations Manager to oversee and be responsible for the provision of Services. This person shall have prior experience managing a large, high-performance emergency medical system. This individual shall be responsible for ensuring that all upper-level management positions are trained and participate in the Contractor's Quality Management Plan.
  - b. **Provider Medical Director:** Contractor shall provide a half-time (0.5 FTE) physician, experienced in emergency medical services, to oversee clinical areas.
  - c. **Quality Manager:** Contractor shall provide a full-time physician, Registered Nurse, or highly qualified and experienced Paramedic to implement and oversee Contractor's quality management plan. This individual shall be responsible for the medical Quality Improvement/ Assurance evaluation of all Services.
- 49.3 Key Personnel positions must be distinct and separate from each other. In no event shall any one person perform any two of the Key Personnel positions. Contractor shall notify the EMS Director in writing of any changes in Key Personnel.
- 49.4 Contractor shall remove Key Personnel if in the opinion of the EMS Director an individual has not performed in a manner acceptable to the County.
- 49.5 The approval of County to a requested change in Key Personnel shall not release Contractor from any of its obligations under this Agreement.
- 49.6 Contractor agrees that it shall not transfer or reassign the individuals in Key Personnel positions without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to the County an individual with greater or equal qualifications as a replacement, subject to the County's approval, which approval shall not be unreasonably withheld.

- 49.7 Contractor's Key Personnel shall participate in ongoing training and development programs for emergency medical service managers. These programs should be offered by Contractor to those personnel at no cost.
- 49.8 In addition to the Key Personnel, Contractor shall hire separate individuals for each Required Positions.
- 49.9 **Required Positions** must be staffed, at a minimum, as follows:
- a. **Operational Field Supervisors:** there shall be at least one on duty at all times.
  - b. **Clinical Field Supervisors:** there shall be no fewer than three (3) Clinical Field Supervisors on duty at all times.
    - Be experienced, clinically and administratively competent Paramedics with prior teaching/training experience.
    - Respond to all Echo Level calls to provide oversight and assistance as required. Respond to all Delta level calls when available.
    - Respond to Alpha, Bravo, and Charlie calls when available to observe Field Personnel in the delivery of service and care.
    - Provide direct, case-by-case oversight of clinical personnel
    - Not be responsible for delivery of supplies or equipment, with the exception of multi-casualty incidents and disaster responses.
    - Coordinate data collection for ongoing compliance in collection and reporting of cardiac arrest, airway, 12-lead data
    - Direct and assist with research and compliance for research in trial studies, focused audits, and State-directed demonstration projects
    - Teach and reinforce clinical EMS Policies in the field and in trainings
    - Introduce new techniques and procedures as directed by the EMS Medical Director.
    - Facilitate the use of educational software
    - Collaborate with EMS Leadership and Prehospital Care Coordinators

- Be available to respond as a resource for difficult clinical issues
  - Communicate with base physicians and EMS on-call staff
  - Beta test clinical trials, pilot studies, and new equipment
  - Coordinate with other providers' clinical supervisors
  - Participate in the County's EMS Quality Council with the Quality Manager and/or other performance improvement committees, as requested.
- c) **Analyst:** there shall be at least one full-time analyst assigned to evaluate Patient Care Reports.
- d) **Clinical/Education Staff:** there shall be at minimum, two full-time clinical and educational staff positions to assist the Quality Manager.
- e) In addition, Contractor shall provide for eighty (80) compensated hours a month for designated Field Personnel to participate in clinical quality improvement activities.

49.10 Contractor's Key Personnel and Required Positions shall receive training from or comparable to the American Ambulance Association's Ambulance Service Manager Certificate Program. This training shall occur within twenty-four (24) months of the Effective Date or hire date.

## **QUALITY MANAGEMENT PLAN**

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### **50. Approval of Quality Management Plan**

50.1 Contractor shall work with EMS to develop a Quality Management Plan.

The Quality Management Plan shall:

- a. Be consistent with the requirements of the State California for emergency medical system quality improvement, including those contained in Title 22, Chapter 12.
- b. Be consistent with the most current edition of the Baldrige National Quality Program, Health Care Criteria for Performance Excellence.
- c. Be consistent with EMS Policies.

- d. Be integrated with First Responder Agencies, County Dispatch Center, and EMS Agency.
- e. Incorporate compliance assurance, process measurement and control, and process improvements.
- f. Measure clinical indicators as developed through collaborative efforts with the County.
- h. Be based on current EMS research and call demand.
- i. Endeavor to ensure the long-term economic viability of the EMS system while maximizing value to the community. Contractor shall achieve financial and service targets through process improvement, standardization, and evaluation of internal programs.

50.2 The final Quality Management Plan must be submitted to the EMS Director for approval three (3) months prior to the Service Start Date. The EMS Director may revise the requirements of the Quality Management Plan from time to time.

50.3 Contractor shall ensure that Key Personnel and Required Positions actively participate in the leadership and oversight of the Quality Management Plan, including but not limited to:

- a. Actively participating in EMS groups and/or committees dealing with quality management
- b. Designating a manager to oversee Contractor's quality program
- c. Submitting a comprehensive Quality Improvement reports to the County
- d. Actively participating in projects designed to improve the quality of emergency medical services in Alameda County.

**51. California Award for Performance Excellence**

Contractor shall apply for the California Award for Performance Excellence in year five of this agreement.

## **REQUIRED REPORTS**

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### **52. Reporting Requirements**

52.1 Contractor shall provide, within thirty (30) calendar days after the first day of each month, reports addressing its performance during the preceding month with respect to the clinical, operational, and financial performance requirement, in the form and manner required by the EMS Director.

Reports shall include, but are not limited to:

- a. Response Time Compliance reports
- b. Reports on customer complaints
- c. Clinical Reports (e.g.: protocol compliance, cardiac arrest survival rate, intubation success rate, etc.)
- d. Workload trends for Field Personnel assigned to 24-hour shifts
- e. Other reports as requested by County.

52.2 Other reports may be required less frequently than monthly, as determined by the EMS Director.

52.3 County shall provide notice to Contractor at least two (2) months in advance of any change to required reports, frequency, or due dates.

### **53. Response Time Performance**

53.1 Response Time data, including reports received from County Dispatch Center, shall be used by Contractor and County to evaluate Contractor's performance and compliance. Contractor shall make efforts to continually improve Response Time.

53.2 If Response Time compliance is below 90%, Contractor shall identify the causes and shall document efforts to eliminate problems on an ongoing basis.

53.3 For any month in which compliance with Response Time is less than 90%, Contractor shall submit a performance improvement plan with the monthly Response Time performance report. The performance improvement plan shall identify each problem that contributed to a failure to meet Response Times and steps being taken to correct the problem.



53.4 Response Time reporting and times shall be documented as set forth in this Agreement.

**54. High-Risk PCRs**

54.1 Contractor shall conduct an audit by randomly selecting and reviewing a minimum of ten percent (10%) of the High-Risk PCRs. The monthly audit shall review compliance with EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS.

54.2 Each non-compliant High-Risk PCR from this audit shall be evaluated by Contractor and the EMS Medical Director.

54.3 Contractor shall prepare a monthly report documenting compliance with Mandatory Data Fields (EXHIBIT I - MANDATORY DATA FIELDS) for High Risk PCRs (EXHIBIT N - HIGH RISK PATIENT DESCRIPTION).

**55. Compliance with Protocols**

55.1 Contractor shall produce monthly reports that describe the overall compliance with EMS Policies and performance in all calls.

55.2 Reports for compliance shall be submitted in aggregate and stratified by categories identified in the Quality Management Plan and approved by the EMS Director.

**56. Quality Improvement**

56.1 Contractor shall develop a clear and concise set of processes and practices designed to identify and address opportunities for improvement. The description of these processes shall include the approach for achieving and maintaining measurable outcomes.

56.2 Contractor shall provide reports that update progress on quality improvement projects as requested by the EMS Director.

56.3 Contractor shall provide reports on key performance indicators and key result areas as requested by the EMS Director.

**PENALTY PROVISIONS**

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**57. Failure to Respond**

Contractor shall pay to County \$25,000 for each failure by the Contractor to provide an Ambulance to a location within the EOA where a response has been requested by the County Dispatch Center. Payment of such fines does not release Contractor of any other liability from their failure to respond.

**58. Response Level**

Contractor shall pay to County \$500 for every incident in which a BLS Ambulance responds to a call and/or transports a patient requiring an ALS Ambulance.

**59. Missing Mandatory Data Fields**

Contractor shall pay to County \$500 for each High-Risk PCR where one or more of the Mandatory Data Fields are not complete.

**60. Missing PCR at the Receiving Hospital or Psychiatric Facility**

- 60.1 A complete PCR is one where all patient care information required has been entered, as defined in EMS policies.
- 60.2 A complete print-copy PCR shall be left at the receiving hospital prior to departure of Field Personnel.
- 60.3 If Field Personnel are unable to leave a complete print-copy of the PCR, a PCR with at least the Mandatory Data Fields completed shall be left at the receiving hospital or psychiatric facility prior to departure of Field Personnel from the hospital or facility. If neither a complete PCR, nor a PCR with at least the Mandatory Data Fields completed is left, Contractor shall be fined \$50 per occurrence. For High Risk PCRs, this fine shall be \$500.
- 60.4 Where a partial PCR with only Mandatory Data Fields completed was left instead of a complete PCR, the Contractor shall deliver a complete print-copy of the PCR for that patient within 24 hours of the departure of Field Personnel from the receiving hospital or facility.
- 60.5 If a complete print-copy of the PCR is not delivered within the 24-hour period specified above, that PCR shall be considered late and incomplete, and subject to additional fines of \$50 per occurrence.

60.6 If in any consecutive 30-day period Contractor falls below ninety percent (90%) compliance with the PCR print copy submittal requirements, Contractor shall pay to County an additional fine of \$10,000.

**61. PCR Good Cause Exemption**

61.1 Contractor may apply for an exemption for fines related to any PCR. Any application for an exemption must be in writing and include justification for each exemption requested.

61.2 It is within the sole discretion of the County to grant an exemption based on the facts and circumstances of each case.

**62. Failure to Provide Timely Reports**

Contractor shall promptly deliver each required report to the County. Contractor shall pay to County a fine of \$50 per day for each day a report is late.

**63. Failure to Meet Minimum In-Service Equipment/Supply Requirements**

Contractor shall pay to the County a fine of up to \$1,000 for any Service Vehicle that fails to comply with EMS Policies.

**64. Failure to Provide Arrival at Incident Time**

64.1 Contractor shall pay County a \$500 fine each and every time an Ambulance is dispatched and Contractor fails to document the Arrival at Incident time.

64.2 When the Arrival at Incident time for a call is not accurate, the response to that call shall be deemed to have exceeded Response Time.

64.3 Continued failure to meet Response Time standards may be considered a Major Breach of the Agreement.

**65. Response Time Fines**

65.1 Contractor shall pay to County a fine any time Response Time compliance drops below 90% for any consecutive 30-day period, as shown in EXHIBIT F - RESPONSE TIME REQUIREMENTS AND PENALTIES (TABLE B, Response Time Fines by Category and Compliance). Response Time compliance shall be based on the percentage of compliance for each:

- a. Category (Echo, Delta, Charlie, Bravo, Alpha)
- b. Response Zone, (Zone 2, 3, 4, 5), and
- c. Subarea (metro/urban, suburban/rural, wilderness).

65.2 If Response Time compliance for Echo calls drops below 90%, a performance improvement plan must be submitted to the EMS Director with the monthly compliance report. The performance improvement plan must identify each problem that led to the delayed response and the steps being taken to correct each such problem.

**66. Fines for Outlier Response Times**

66.1 An Outlier Response Time is defined as greater than 150% of the designated Response Time (as described in EXHIBIT F – TABLE A) for the category.

66.2 Fines for Outlier Response Times shall be based on the individual call category and the subarea. In addition to any other fines, Contractor shall pay to County fines for Outlier Response Times as shown in EXHIBIT F - RESPONSE TIME REQUIREMENTS AND FINES (TABLE C, OUTLIER RESPONSE TIMES BY CATEGORY AND SUBAREA IN MINUTES & SECONDS).

**67. Fine Disputes**

67.1 If Contractor has failed to document an Arrival at Incident Time, an exemption from the fine may be granted if Contractor demonstrates, to the satisfaction of the EMS Director, an accurate Arrival at Incident time.

67.2 Contractor may appeal a fine to the EMS Director in writing within fourteen (14) calendar days of receipt of notification of the imposition of a penalty or fine calculations.

67.3 The EMS Director shall review all appeals and make the decision to eliminate, modify, or maintain the fine. The EMS Director's decision shall be final.

**68. Invoicing and Payment**

68.1 County shall invoice Contractor for any fines or penalties under this Agreement within thirty (30) calendar days following County's receipt of Contractor's monthly performance reports. Contractor shall pay County within thirty (30) calendar days following receipt of the invoice. The parties shall make a good faith effort to resolve

any disputes regarding an invoiced amount within this 30-day period. If the parties are unable to mutually resolve the dispute within that 30-day period, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the subsequent resolution of the dispute.

68.2 Failure by the County to assess or impose any penalties or fines at any point, for any reason, does not impact County's right to do so in the future; however, County may not impose fines retroactively greater than three (3) months.

68.3 Payment of any fine does not release Contractor from any other liability related to the breach that resulted in fine imposition.

## **COUNTY-WIDE COOPERATION**

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### **69. Collaboration with First Responder Agencies**

#### 69.1 Continuing Education

All ALS and BLS continuing education offered by Contractor to its employees under this Agreement shall also be available to First Responder Agencies.

#### 69.2 Training and Internships

- a. Contractor shall enter into agreements with emergency medical services training programs within Alameda County to provide field experience for EMT and/or Paramedic training programs.
- b. Contractor shall develop a collaborative partnership whereby field personnel from all First Responder Agencies, and Contracting Cities are provided field internships opportunities, including working with field training officers for initial system training.
- c. All training conducted shall comply with EMS Policies.

69.3 Contractor shall designate a Paramedic as a liaison with First Responder Agencies.

#### 69.4 First Responder Equipment and Supplies

- a. Contractor shall provide the equipment described in EXHIBIT M - FIRST RESPONDER SUPPORT for use by all First Responder Agencies at no cost. Contractor shall maintain ownership of the equipment at all times, and shall be responsible for maintenance of all equipment.

- b. Contractor shall provide, at no cost to First Responder Agencies, required, standardized expendable medical supplies, excluding pharmaceuticals, as defined in EMS Policies.
- c. Contractor, at the request of any First Responder Agency, shall manage their inventory including on-site inventory audits and inventory orders placed on behalf of the agency.
- d. First Responder Agencies may request Contractor to provide a price quote and order supplies or equipment that are in addition to those defined as expendable medical supplies in EMS Policies at the cost of the requesting First Responder Agency.
- e. Contractor shall develop a supply consortium in collaboration with First Responder Agencies to buy supplies and equipment that Contractor is not obligated to provide using Contractor's suppliers.

**70. EMS System Participation**

Contractor shall participate and assist in changes related to emergency medical services in Alameda County. Contractor shall participate in local activities, committee meetings, and work groups related to provision of Services.

**HEALTH STATUS IMPROVEMENT/COMMUNITY EDUCATION**

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**71. EMT Training Programs, Internships and Related Opportunities**

- 71.1 Contractor shall implement a planned, multifaceted process to attract, recruit, and train EMTs from underrepresented populations.
- 71.2 Contractor shall establish an in-house EMT training program where students age 18 or over can participate in a work/study program, earning full-time wages, while progressing toward the National Registry and California EMT certification.

**72. Community Programs**

- 72.1 Contractor shall participate in community programs that are of interest to the County, with community organizations such as those that support youth development activities and ethnic health initiatives.

- 72.2 Contractor shall plan and implement an annual community education program as described in EXHIBIT L - COMMUNITY EDUCATION PROGRAM.
- 72.3 In addition, Contractor shall provide the following to the community and/or to benefit the community:
- a. **Website** - Create and maintain a website shall be created and maintained with links to continuously updated audio/video files on various emergency health topics such as “Calling 911,” “What to Expect When the Ambulance Arrives,” and “How Do I Become a Paramedic?”
  - b. **Speakers' Bureau** - Organize and maintain a speakers' bureau to provide speakers on health related topics to community organizations.
  - c. **Automatic External Defibrillator (AED) Distribution** - Contractor shall purchase and cause to be maintained 10 AEDs each year for distribution consistent with the EMS AED program, at locations throughout Alameda County. Contractor shall work with County EMS to determine locations for AED placement. The final decision regarding locations for AED placement shall be at the discretion of the EMS Director.
  - d. **CPR Training** - Contractor shall offer free CPR classes to the public at least once a month and encourage family members of heart attack patients transported by EMS to attend free classes. These classes are to be rotated throughout the north, south, central and tri-valley areas of Alameda County. Contractor may work with EMS to assist in EMS CPR programs.
  - e. **EMS Week and Public Education** - Contractor shall use the EMS Week platform to conduct public education activities on a variety of topics which may include stroke recognition and prevention, fall prevention for elderly citizens, heart attack warning signs, pool safety and child playground safety. Contractor shall collaborate with the EMS, the Public Health Department, area Fire Departments, and other stakeholders to identify and target the most appropriate topics.

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## **ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES**

### **73. Buildings and Vehicles**

73.1 Contractor shall search for at least one green building in Alameda County, consistent with US Green Building Counsel, LEED v3.0 Silver criteria.

73.2 All Service Vehicles shall be 2010 model year or later, low emission vehicles.

**74. Equipment and Supplies**

74.1 Contractor shall reduce, reuse, and recycle.

74.2 Purchasing shall be consistent with guidelines from the Responsible Purchasing Network. Considerations in equipment purchasing shall include EPA Energy Star and/or Electronic Product Environmental Assessment Tool (EPEAT) labeled. When possible, products shall be recycled content and/or bio-based.

74.3 Recycling shall be implemented to support the Alameda County goal of reducing waste going to landfills by 75 percent and coordinated with StopWaste.org as needed.

**75. Medical Equipment and Supplies**

Contractor shall implement an Environmentally Preferable Purchasing program with an emphasis on the Precautionary Principle for the purchase, handling, and disposal of medical equipment and supplies.

**COMPLIANCE PROVISIONS**

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**76. Medicare Compliance Program Requirements**

76.1 Contractor shall implement and maintain a comprehensive Medicare compliance program for all activities, including but not limited to documentation, claims processing, billing, and collection.

76.2 Contractor's Medicare compliance program shall substantially comply with the regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255), and any amendment there to.

**77. HIPAA Compliance Program Requirements**

77.1 Contractor shall implement a comprehensive plan to abide with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the current rules and regulations enacted by the Department of Health and Human Services.



77.2 The plan shall be sent via immediate email and a follow up letter sent the same day to EMS Director.

77.3 Contractor shall be responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations shall be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations.

**78. EMS Policies**

Contractor shall comply with County EMS Policies, as may be updated or revised from time to time.

**79. Medical and Other State and Federal Programs**

Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by State Medi-Cal and other state and federally funded programs.

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**CONTRACTOR REVENUE**

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**80. Contractor Compensation**

Contractor's compensation under this Agreement is through fee for service reimbursement of patient charges ("User Fees.")

**81. Patient Charges and Fees**

User Fees shall be established by the County, by approval of a majority vote of the Board. Contractor is prohibited from charging in excess of the approved User Fees as set forth in EXHIBIT H - CONTRACTOR'S USER FEES - 911 SYSTEM.

**82. User Fee Adjustments**

82.1 EMS Director shall approve annual increases to User Fees based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland ("CPI"). Annual rate increases shall be the greater of two and one-half percent (2.5%) or the increase in the CPI for the most recent 12-month period, capped at five percent (5%).

82.2 In the event that changes occur within Alameda County that substantially impact Contractor's costs of providing services, Contractor may request increases or decreases in User Fees.

**83. Billing/Collection Services**

83.1 Contractor shall establish a dedicated Customer Service Telephone Line, as set forth in this Agreement, including section 85.

83.2 Contractor shall designate a local employee to handle service inquires and complaints.

83.3 Contractor shall provide a billing and accounts receivable system that is well documented, easy to audit, and designed to minimize the effort required of patients to recover payments from insurance companies or other third party sources.

83.4 Contractor shall make no attempts to collect its fees at the time of service. Contractor shall maintain and use a billing system that electronically generates and submits claims for patients receiving Medicare or Medi-Cal.

83.5 Contractor shall not charge or bill patients covered by, or who provide evidence of eligibility for, County Medical Services Plan (CMSP), nor shall Contractor charge or bill County for services to these patients.

83.6 Contractor shall not charge the County or any governmental entity requesting Services for patients transported intra-county while in custody or on a psychiatric (5150) hold. Contractor may bill the patient's insurance; however, Contractor shall not bill the patient directly for Services.

83.7 Contractor shall not bill the individual requesting Services for a work-related injury at the time of injury. Contractor may bill the appropriate insurer, unless the employer is a public entity that is self-insured.

83.8 Contractor shall include on all billing statements contact information for the person designated to respond to billing inquiries.

83.9 Contractor shall conduct all billing and collection activity in a professional and courteous manner.

83.10 Contractor shall submit its billing and collection policy to the EMS Director for review, prior to Service Start Date.

**84. Accounting Procedure**

Contractor shall allocate no more than \$500,000 annually to corporate overhead costs. This limit shall be adjusted annually based on the Consumer Price Index for All Urban Consumers, San Francisco-Oakland.

**84.1 Audits and Inspections**

- a. Throughout the term of this Agreement, including any renewal periods, Contractor, at the end of each of its fiscal years, shall provide a statement of operations related to the performance of duties contained in this Agreement. Contractor shall report earnings in this statement of operations using generally accepted accounting principles (GAAP) within ninety (90) days of Contractor's fiscal year end. Such statement of operations shall be reviewed by an independent accounting firm, selected and paid for by Contractor.
- b. With reasonable notification and during normal business hours, County shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to County at the EMS office or other mutually agreeable location.
- c. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.
- d. Additionally, Contractor shall provide the annual consolidated audited financial statements of East Texas Medical Center Regional Healthcare System throughout the term of this Agreement, including any renewal periods.

**84.2 Profit Cap**

Contractor has agreed to cap its annual net profit for Services at 7%. Contractor shall provide an annual statement of its net profits within 120 calendar days of the end of Contractor's fiscal year. All profits in excess of 7% shall be disbursed to County within 30 calendar days.

**85. Customer Service Telephone Line**

- 85.1 Contractor shall establish and publish a *Customer Service Telephone Line* giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team. The telephone line shall be accessible without charge to all callers within the continental United States.
- 85.2 The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number shall be published in the local telephone directory, on the Contractor's website, and publicized at local health care facilities, fire stations, and public safety agencies.
- 85.3 If the number is answered by an automatic greeting and/or menu selection, and should a caller inadvertently call the customer service line looking for emergency service, the initial message must immediately convey that this is a customer service line, if caller has an emergency hang up and dial 911.
- 85.4. Members of the Contractor's Leadership Team are to be automatically notified via pager of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require follow up to the customer should be resolved by the end of the next business day from when the call was received, and if not possible, a call should be made to the customer with the status of the request.
- 85.5 Handling Service Inquiries and Complaints:
- a. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
  - b. Contractor shall submit to the County a list of all complaints received and the disposition/resolution on a monthly basis. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS Unusual Occurrence procedure, within twenty-four (24) hours of the initial inquiry.
  - c. Contractor shall submit to the EMS Director a description of the Contractor's

process for managing service complaints prior to the Service Start Date.

**86. Contractor's Compensation to the County**

**86.1 First Responder Support Fees**

Contractor shall pay to the County an annual first responder support fee of **four million six hundred thousand dollars (\$4,600,000.00)**. Payment shall be made in quarterly installments of \$1,150,000.00. The first quarterly installment shall be made on or before the Service Start Date. Thereafter, payment shall be made upon receipt of an invoice from County.

The amount of the first responder support fees shall increase 3% per year for the term of the Agreement, beginning one year from the Service State Date.

**86.2 Dispatch System Fees**

Contractor shall pay Dispatch fees in the amount of **one million, five hundred thousand dollars (\$1,500,000.00)** annually. Payment shall be made to ACREEC, as specified in Contractor's separate agreement for dispatch services, with verification of payment sent by Contractor to the EMS Director.

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**ADMINISTRATIVE PROVISIONS**

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**87. Annual Performance Evaluation**

The County may evaluate the performance of the Contractor on an annual basis. Contractor shall provide a report to the County to assist in this evaluation within 60 calendar days of written notice by County of its intention to conduct a performance evaluation. The report is to include the following information:

- a. Response Time performance
- b. Clinical performance
- c. Innovative programs that have been initiated to improve system performance
- d. Update on its work force, including efforts to minimize employee turnover
- e. Update on community education programs and other community initiatives
- f. Other information as requested by County

- g. Other information Contractor would like considered by County.

**88. Assurance of Performance**

- 88.1 If at any time, the County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor is not performing the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the deficiencies in Contractor's performance.
- 88.2 Contractor shall provide written assurances and a written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan.
- 88.3 Contractor's failure to provide such written assurances and written plan within the required time is a material breach of this Agreement.

**89. Material Breach**

- 89.1 Willful failure of Contractor to provide Services under this Agreement in substantial compliance with the requirements of the applicable Federal, State, and County of Alameda laws, rules, and regulations shall constitute a material breach by Contractor. Minor infractions of such requirements shall not constitute a material breach unless such infractions are willful and repeated.
- 89.2 Acts or omissions that shall constitute a material breach by Contractor include but are not limited to the following:
  - a. Willful falsification of data supplied to County during the course of operations, including but not limited to dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
  - b. Willful failure to maintain equipment in accordance with the requirements of this Agreement;
  - c. Willful attempts to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;

- d. Chronic and persistent failure to require employees to conduct themselves in a professional and courteous manner, and to present a professional appearance;
  - e. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
  - f. Repeated failure to meet Response Time requirements after receiving notice of non-compliance from the EMS Director;
  - g. Failure to maintain the required insurance or to provide and maintain the required performance security bond;
  - h. Willful failure to comply with vehicle lease provisions;
  - i. Willful and repeated material breaches of Contractor's backup provisions.
  - j. Willful failure to comply with executed Mutual-Aid agreements;
  - k. Failure to timely obtain and maintain the necessary licensing and/or certification required by law to provide Services;
- 89.3 Following County's announcement of initiation of a new procurement process, and prior to termination of Services under this Agreement, the following shall be considered a material breach by Contractor:
- a. Deliberate, excessive, and unauthorized scaling-down of operations.
  - b. Attempts to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing providers.

**90. Notice and Cure of Material Breach**

- 90.1 County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of a material breach.
- 90.2 Contractor shall have the right to cure the material breach within ten (10) calendar days of receipt of notice. Within twenty-four (24) hours of receipt of a material breach notice, Contractor shall deliver to County, in writing, a plan of action to cure the material breach.

90.3 If the material breach, by its nature, cannot reasonably be cured within ten (10) calendar days, Contractor may request additional time to complete cure of the breach.

**91. County Remedies**

91.1 County shall have the right to terminate this Agreement in addition to any other legal remedy in the event of a material breach that is not cured within the time specified.

91.2 County's remedies for any breach are non-cumulative and in addition to any other remedy available to the County.

91.3 If the County determines any breach has occurred, County may require Contractor to submit a corrective action plan. Failure to submit and implement any requested corrective action plan may be considered a material breach.

**92. Continuous Service Delivery**

Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

**93. Emergency Takeover**

93.1 If the Board by majority vote determines that the health and safety of Alameda County residents would be endangered by allowing Contractor to continue providing Services, County may take over the provision of Services on an emergency basis ("Emergency Takeover"). The Board shall give notice to Contractor of the date and time the Emergency Takeover shall be effective.

93.2 Upon notice of an Emergency Takeover, Contractor shall promptly and continually cooperate with County to effectuate an orderly transition. This shall include, but not be limited to:

- a. Immediate delivery to County, or its designee, of all Service Vehicles, and equipment used to provide Services ("Emergency Takeover Equipment"). Each Ambulance shall be equipped, at a minimum, with the equipment and



supplies necessary for the operation of ALS Ambulances, in accordance with EMS Policies.

- b. Immediate access to and use of all locations used to provide Services, including, but not limited to, those locations where Contractor places its Ambulances (“crew stations”) during the Emergency Takeover.
- 93.3 Failure of Contractor to cooperate fully with the County in the event of an Emergency Takeover shall constitute a material breach.
- 93.4 As of the date the Emergency Takeover is effective, all of Contractor’s Service Vehicles, fully equipped for provision of Services, shall be deemed leased to the County, during the Emergency Takeover, at the rate of \$1.00 (One Dollar) per month per vehicle.
- 93.5 County may recover from Contractor costs associated with an Emergency Takeover including ongoing rent payments and other liabilities.
- 93.6 Contractor shall inform and provide a copy of takeover provisions contained herein to all vehicle and real property lien holder(s) within five (5) calendar days of Emergency Takeover
- 93.7 County, by a majority vote of the Board, may discontinue the Emergency Takeover at any time, and return the Emergency Takeover Equipment to Contractor, who shall resume providing Services pursuant to the full terms and conditions of the Agreement.
- 93.8 County shall return Emergency Takeover Equipment to Contractor in good working order, normal wear and tear excepted, at the end of the Emergency Takeover. Otherwise, County shall pay Contractor the fair market value of the Emergency Takeover Equipment as of the commencement of the Emergency Takeover, or shall pay Contractor the reasonable costs of repair, or shall promptly repair and return such Emergency Takeover Equipment.

**94. Termination**

**94.1 Mutual Termination**

This Agreement may be terminated early by mutual consent of the Contractor and the County.

**94.2 Walk Away by Contractor**

If Contractor stops providing Services prior to the termination of this Agreement (“Walk Away”), the following provisions shall apply; however in no event shall Contractor give notice to County less than 90 days prior to stopping Services:

- a. County may lease any and all Service Vehicles, including, but not limited to, fully-equipped Ambulances and Supervisor Vehicles, for one dollar (\$1.00) per month per vehicle. County shall have full use of vehicles and equipment and may, at County's sole option, hire a management company to manage ambulance operations until a replacement provider for the EOA is selected through a County procurement process. The lease agreement shall be non-transferrable to a new ambulance provider, and shall terminate on the services start date of the new provider.
- b. Contractor shall fully cooperate if County elects to lease any or all Service Vehicles pursuant to this provision. County shall be responsible for insuring all vehicles it leases pursuant to this provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases or purchases pursuant to this provision.

Contractor and County shall negotiate a contingent lease agreement prior to Service Start Date.

**94.3 Termination for Cause**

- a. If Contractor fails to cure any material breach, following notice and opportunity to cure, County, upon written notice to Contractor, may terminate this Agreement for cause. The termination shall be effective on the date specified in the written notice.
- b. Contractor shall be responsible for all costs incurred by County due to termination for cause.

- c. In the event of termination for cause, County may purchase any and Service Vehicles at the current depreciated value as of the effective date of the termination. Alternatively, County may elect to rent the Service Vehicles for fair market rental price, as of the effective date of the termination, as determined by a neutral appraiser. County shall have sole discretion as to which vehicles it purchases or rents pursuant to this provision.

**94.4 End-of-Term Provisions**

- a. Contractor shall make no changes in methods of operation for purposes of reducing Service or Contractor's operating costs prior to termination of the Agreement, without the written consent of County.
- b. Contractor shall make no changes prior to termination of the Agreement that could increase costs to a new provider.
- c. Contractor shall have ninety (90) calendar days after termination of the Agreement in which to supply the required audited financial Statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

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**FUTURE COMPETITIVE PROCUREMENT PROCESS / "LAME DUCK" PROVISIONS**

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**95. Competitive Procurement Process**

- 95.1 County has the right to conduct a competitive procurement process for the provision of medical Ambulance service within its EOA, and a requirement to do so at certain time intervals.
- 95.2 County may select a different Ambulance service provider to provide exclusive medical Ambulance services within the EOA following a competitive procurement process.
- 95.3 Contractor shall continue to provide all Services after notification by County of its intent to initiate a competitive procurement process. Contractor shall be in material breach if it does not continue Services at the same level of effort and performance as were in effect prior to a notice of intent to initiate a competitive procurement process.

95.3 Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing proposers, and shall allow, without penalty, its employees to sign contingent employment agreements with competing proposers. Contractor may prohibit its employees from revealing trade secrets or other information about Contractor's business practices or field operations.

**96. "Lame Duck" Provisions**

96.1 If and when County announces its intent to change providers, Contractor agrees to continue to provide all Services until the County or a new provider assumes responsibilities for provision of Services. This shall include any time period after notification by County of its intent to initiate a competitive procurement process.

96.2 Contractor shall be in material breach if it does not continue all operations and Services at the same level of effort and performance as were in effect prior to notice of intent to change providers.

96.3 Contractor shall make no changes in methods of operation for purposes of reducing Service or Contractor's operating costs prior to termination of the Agreement, without the written consent of County.

96.4 Contractor shall make no changes prior to termination of the Agreement that could increase costs to a new provider. Contractor shall allow its employees providing Services reasonable opportunities to discuss issues related to employment with a new provider without adverse consequences.

**GENERAL PROVISIONS**

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**97. Permits and License**

97.1 Contractor shall be responsible for and shall hold any and all required Federal, State or local permits or licenses required to perform its obligations under the Agreement.

97.2 Contractor shall make all necessary payments for licenses and permits for all Ambulance vehicles used.

97.3 It shall be entirely the responsibility of Contractor to schedule and coordinate all applications and application renewals as necessary to ensure that Contractor is

meeting its obligation under the Agreement and is in complete compliance with Federal, State and local requirements for permits and licenses as necessary to provide the services.

- 97.4 Contractor shall be responsible for ensuring that its employee's State and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

**98. Private Work**

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of the Agreement or allocation of overhead. In the event Contractor does private work outside of the Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding the Agreement shall clearly identify the relation and percentage shared.

**99. Product Endorsement/Advertising**

Contractor shall not use the name of Alameda County or Alameda County EMS for the endorsement of any commercial products or services without the expressed written permission of the EMS Director.

**100. Observation and Inspections**

100.1 County representatives may, at any time, and without notification, directly observe Contractor's operations at the County Dispatch Center, maintenance facility, or any Ambulance post location. A County representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties, and shall at all times be respectful of Contractor's employer/employee relationships.

100.2 At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to the Agreement. County may audit, copy, make

transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for County to fulfill its oversight role.

**101. No Cost to County**

Contractor agrees that the provision of Services to be performed by Contractor under this Agreement shall be completed without compensation from the County.

**102. Cost of Enforcement**

If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work contemplated herein, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to: a) attorney's fees, b) consultant and expert fees, or c) other such costs, shall be paid or reimbursed within ninety (90) calendar days after receiving notice by the party which prevails.

**103. Relationship of the Parties**

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and Contractor.

**104. Independent Contractor**

104.1 No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

104.2 Contractor, its employees, subcontractors and agents shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

- 104.3 Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including Federal and State income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.
- 104.4 Contractor shall comply with all applicable Federal and State workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees shall be considered as independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

## **105. Indemnification**

- 105.1 To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of Services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss there from, or to any violation of Federal, State or municipal law or regulation, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities"), except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.
- 105.2 In the event that Contractor or any employee or agent of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold

harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees or agents as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

**106. Insurance and Bond**

106.1 Performance Security Bond: Upon the Effective Date of this Agreement, Contractor shall furnish a performance bond payable to County issued by a licensed surety, acceptable to County, in the amount of **six million dollars (\$6,000,000.00)**. The Performance Bond shall remain in effect at all times during the term of this Agreement, including any renewal term.

106.2. Contractor shall at all times during the term of the Agreement with the County maintain in force the insurance coverage specified in EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS, and shall comply with all those requirements as Stated therein.

**107. Workers' Compensation**

Contractor shall provide Workers' Compensation insurance, at Contractor's own cost and expense and further, neither the Contractor nor its insurer shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

**108. Conformity with Law and Safety**

108.1 In performing Services under this Agreement, Contractor shall, at all times, observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, municipal, and local governing bodies, having jurisdiction over the Services, including, but not limited to, all applicable provisions of the California Occupational Safety and Health Act. It shall be Contractor's sole responsibility to be fully familiar with all such applicable laws, ordinances, and regulations.

108.2 Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any failure by Contractor to comply with such laws, ordinances, codes and regulations.



108.3 Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and warrants submission of an Alameda County EMS Unusual Occurrence Report (as per EMS Policy). Contractor shall immediately notify County by contacting the EMS Dispatch Center and asking to speak to the EMS person on call. The EMS person on call shall immediately notify the Alameda County Risk Manager's Office by telephone. If after business hours, this message may be left as a voicemail. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents, which occur in connection with this Agreement. This report must include the following information: a) name and address of the injured or deceased person(s); b) name and address of Contractor's sub-Contractor, if any; c) name and address of Contractor's liability insurance carrier; and d) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

108.4 Contractor shall take all reasonable steps to preserve all physical evidence and information which may be relevant to an accident involving personal injury, death, or property damage, while maintaining public safety, in order to afford County the opportunity to review and inspect such evidence, including the scene of the accident

## **109. Debarment and Suspension Certification**

109.1 Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations ("CFR") 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

109.2 Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; and,
- b. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

**110. Taxes**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

**111. Ownership of Documents**

111.1 Contractor assigns to County all copyright and other use rights in any and all proposals, plans, specifications, reports and related documents (including computerized or electronic copies relating to Services, whether prepared by County, Contractor, or third parties at Contractor's request (collectively, "Documents and Materials").

111.2 Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of any Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to effectuate assignment of rights in the Documents and Materials to County. If for any reason this assignment is not effective, Contractor hereby grants County and any assignee of County license to retain and use such Documents and Materials at no cost to County. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials.

111.3 In Contractor contracts with third parties to provide Services, Contractor shall expressly obligate its subcontractors to grant County the assignment and license rights regarding the Documents and Materials as set forth above. Contractor agrees to defend, indemnify and hold County harmless from any damage caused Contractor's failure to secure such rights from its subcontractors.

111.4 Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or used by Contractor for the Services, and shall defend, indemnify and hold County harmless from any claims for infringement of patent or copyright arising out of such use. The County's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

**112. Documents and Materials**

- 112.1 Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement all Documents and Materials, as defined above. This duty shall continue for three (3) years following termination or expiration of this Agreement. Contractor shall not dispose of, destroy, alter, or mutilate such Documents and Materials, for three (3) years following termination or expiration of this Agreement.
- 112.2 **Retention of Records** - Contractor shall retain all documents pertaining to the Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following termination or expiration of this Agreement. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the Federal government.
- 112.3 **Time of Essence** - Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. This requirement shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed by this Agreement.

**113. Conflict of Interest/Confidentiality**

- 113.1 Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Contractor represents to and agrees with County that Contractor has no present, and shall have no future, conflict of interest between providing Services to County and to any other person or entity (including but not limited to any governmental agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.
- 113.2 Contractor agrees that any confidential information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County shall be kept confidential and shall not be disclosed to any other person. Contractor agrees to immediately notify County in accordance with this Agreement, if it is requested to disclose any confidential information made

known to or discovered by it during the performance of or in connection with this Agreement.

113.3 These conflict of interest and confidentiality provisions shall remain fully effective five (5) years after termination of this Agreement.

#### **114. Notices**

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

114.1 **Personal Delivery:** When personally delivered to the recipient, notices are effective on delivery.

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

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

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

114.5 **Telex or Facsimile Transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that: a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

114.6 **Addresses for purpose of giving notice are as follows:**

To County: County of Alameda  
Alameda County EMS  
1000 San Leandro Blvd  
San Leandro, Ca  
Attn: EMS Director

To Contractor:                   PARAMEDICS PLUS, LLC  
  352 S. Glenwood Drive  
  Tyler, TX 75702  
  Attn: Anthony J. Myers, President

114.7 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

114.8 Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

**115. Use of County Property**

Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**116. Equal Employment Opportunity Practices Provisions**

116.1 Contractor shall comply with Title VII of the Civil Rights Act of 1964 and Contractor agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

116.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, State that it is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

116.3 Upon request by County, Contractor shall certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

116.4 Upon request by County, Contractor shall provide County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

116.5 Contractor shall actively recruit and encourage minority and women-owned businesses to bid its subcontracts.

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

116.7 The Contractor shall include the provisions set forth in this section in each of its subcontracts.

**117. Drug Free Workplace**

Contractor and its employees shall comply with the County's policy of maintaining a drug free workplace. Neither Contractor nor its employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, Contractor shall, within five (5) calendar days thereafter, notify the EMS Director. Violation of this provision shall constitute a material breach of this Agreement.

**118. Small, Local, and Emerging Business (SLEB) Participation:**

118.1 The County has waived its Small, Local and Emerging Business ("SLEB") requirements for this Agreement. Therefore, Contractor is not required to subcontract with another business in order to satisfy the County's SLEB requirements.

118.2 If circumstances change, Contractor may be requested to comply with the County's Small and Emerging Local Business provisions.

**119. First Source Program**

This Agreement is subject to the requirements of the County's First Source Program. A copy of the First Source Agreement executed by Contractor is attached as EXHIBIT J - FIRST SOURCE AGREEMENT to this Agreement and incorporated herein.

**120. Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**121. Entire Agreement**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the parties relating to the subject matter of this Agreement.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

**122. Headings**

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

**123. Modification of Agreement**

123.1 This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

123.2 Where there is mutual agreement by Contractor and the EMS Director, the following exhibits may be modified, by a written amendment signed by Contractor and the Director of Health Care Services Agency:

EXHIBIT A	DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES
EXHIBIT B	DEPICTION AND DEFINITION OF SUB-AREAS
EXHIBIT E	COMMUNICATIONS EQUIPMENT
EXHIBIT G	PARAMEDIC TRAINING REQUIREMENTS
EXHIBIT K	TRANSITION PLAN
EXHIBIT L	COMMUNITY EDUCATION PROGRAM
EXHIBIT M	FIRST RESPONDER SUPPORT
EXHIBIT N	HIGH RISK PATIENT DESCRIPTION

**124. Subcontracting/Assignment/Sale**

124.1 Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without County's prior written approval, which shall not be unreasonably withheld or delayed. County may terminate this Agreement if Paramedics Plus, LLC. is sold or acquired or otherwise changes ownership without County's prior written consent to continuation of this Agreement under changed ownership.

124.2 Neither party shall, on the basis of this Agreement, contract on or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

124.3 Contractor shall be responsible for compliance by its subcontractors with all applicable the terms of this Agreement.

**125. Survival**

The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Ownership of Documents, and Conflict of Interest, shall survive termination or expiration.



**126. Severability**

If a court of competent jurisdiction holds that any provision of this Agreement is illegal, unenforceable, or invalid in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**127. Patent and Copyright Indemnity**

127.1 Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright, or other proprietary right. Contractor shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with any claim that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County shall: 1) notify Contractor promptly of such claim or suit; 2) permit Contractor to defend, compromise, or settle the claim; and, 3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

127.2 If Contractor is obligated to defend County pursuant to this Section and fails to do so after reasonable notice from County, County may defend itself and/or settle such claim or suit, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such claim or suit.

127.3 In the case of any such claim of infringement, Contractor shall either, at its option, a) procure for County the right to continue using the Contractor Products; or b) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

127.4 Notwithstanding this Section, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

**128. Choice of Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be Alameda County Superior Court for state actions and the Northern District of California for any federal action.

**SIGNATORY**

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By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**IN WITNESS WHEREOF, the parties execute this Agreement:**

**County of Alameda**

**Contractor**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Alice Lai-Bitker

Name: Anthony J. Myers

Title: President of the Board of Supervisors

Title: President, Paramedics Plus, LLC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Counsel Signature

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**EXHIBITS**

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**EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR’S EOA AND EMERGENCY RESPONSE ZONES ..... 2**

**EXHIBIT B - DEPICTION AND DEFINITION OF SUB-AREAS ..... 3**

**EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS ..... 6**

**EXHIBIT D - DEBARMENT AND SUSPENSION CERTIFICATION ..... 7**

**EXHIBIT E - COMMUNICATIONS EQUIPMENT ..... 8**

**EXHIBIT F - RESPONSE TIMES REQUIREMENTS AND FINES ..... 10**

    TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS ..... 10

    TABLE B - RESPONSE TIME FINES BY CATEGORY AND COMPLIANCE ..... 10

    TABLE C - OUTLIER RESPONSE TIMES BY CATEGORY AND SUBAREA IN MINUTES & SECONDS ..... 10

**EXHIBIT G - PARAMEDIC TRAINING REQUIREMENTS ..... 11**

**EXHIBIT H - CONTRACTOR’S USER FEES - 911 SYSTEM ..... 13**

**EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS ..... 14**

**EXHIBIT J - FIRST SOURCE AGREEMENT ..... 15**

**EXHIBIT K – TRANSITION PLAN ..... 16**

**EXHIBIT L - COMMUNITY EDUCATION PROGRAM ..... 22**

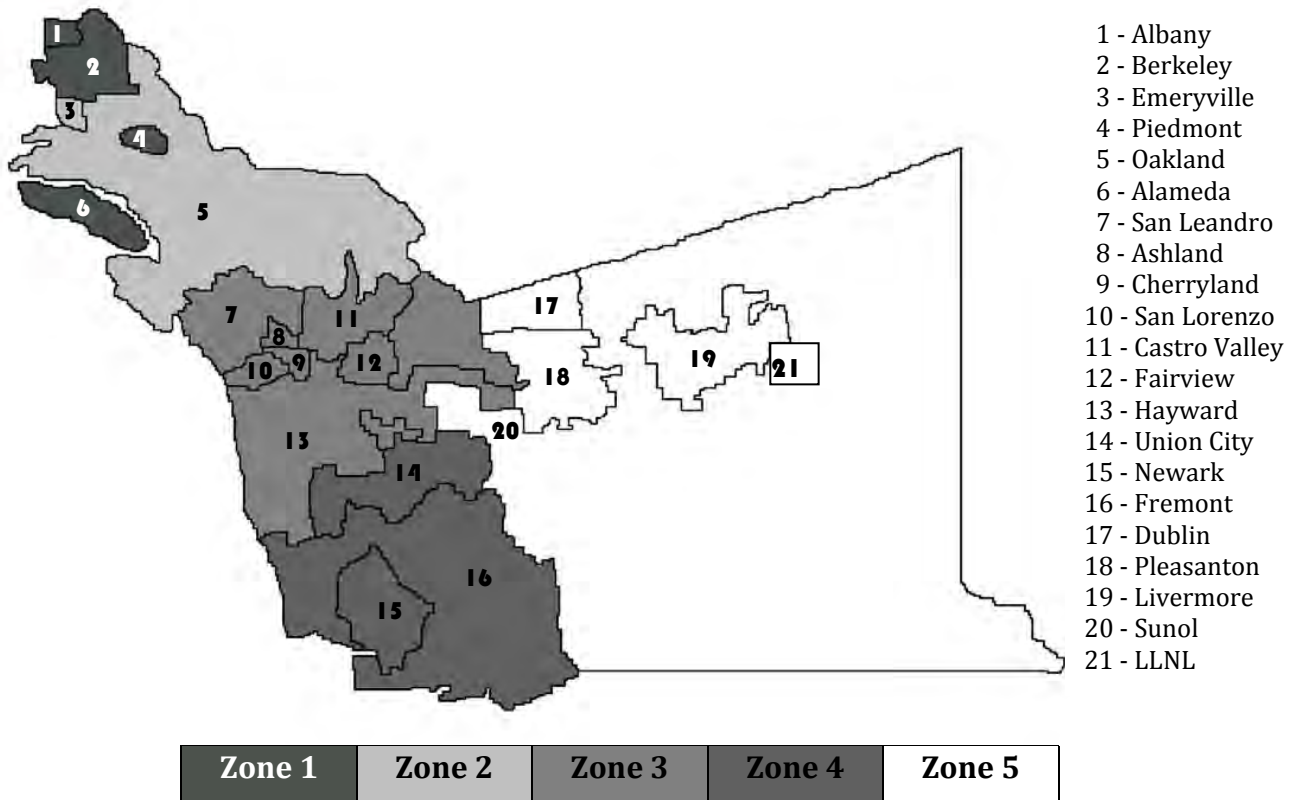
**EXHIBIT M - FIRST RESPONDER SUPPORT ..... 24**

**EXHIBIT N - HIGH RISK PATIENT DESCRIPTION ..... 25**

**EXHIBIT O - PROPOSAL OF PARAMEDICS PLUS ..... 26**

**EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR’S EOA AND EMERGENCY RESPONSE ZONES**

1. There are five (5) ERZs in Alameda County, which include the cities and all unincorporated areas. The following are cities contained in each ERZ:
  - a. **Zone 1** – Alameda , Albany , Berkeley , Piedmont  
*(this zone is not included in the EOA)*
  - b. **Zone 2** – Oakland, Emeryville
  - c. **Zone 3** – San Leandro , Castro Valley, Hayward
  - d. **Zone 4** – Fremont, Newark, Union City
  - e. **Zone 5** – Dublin, Pleasanton, Livermore - except Lawrence Livermore National Laboratory *(This area is not included in the EOA).*
2. The following is a depiction of the each Emergency Response Zone (ERZ) within Alameda County



## EXHIBIT B - DEPICTION AND DEFINITION OF SUB-AREAS

**Density Area Designation:** Designations of call density areas were accomplished by reviewing the call density for every square kilometer grid in the County. The grids were normalized by examining the underlying road structure with the goal of creating zones with Rural/Suburban contiguous with Metro/Urban, eliminating anomalous pockets of high or low density in the midst of one of the density areas, and creating a map that can be incorporated into the computer aided dispatch system.

Sub-area definitions are for general descriptive purposes only; the actual sub-areas are identified on the maps in this Exhibit. The map defines the subarea, not the actual number of calls received during any period. The identified Sub-areas are subject to change at the discretion of the County.

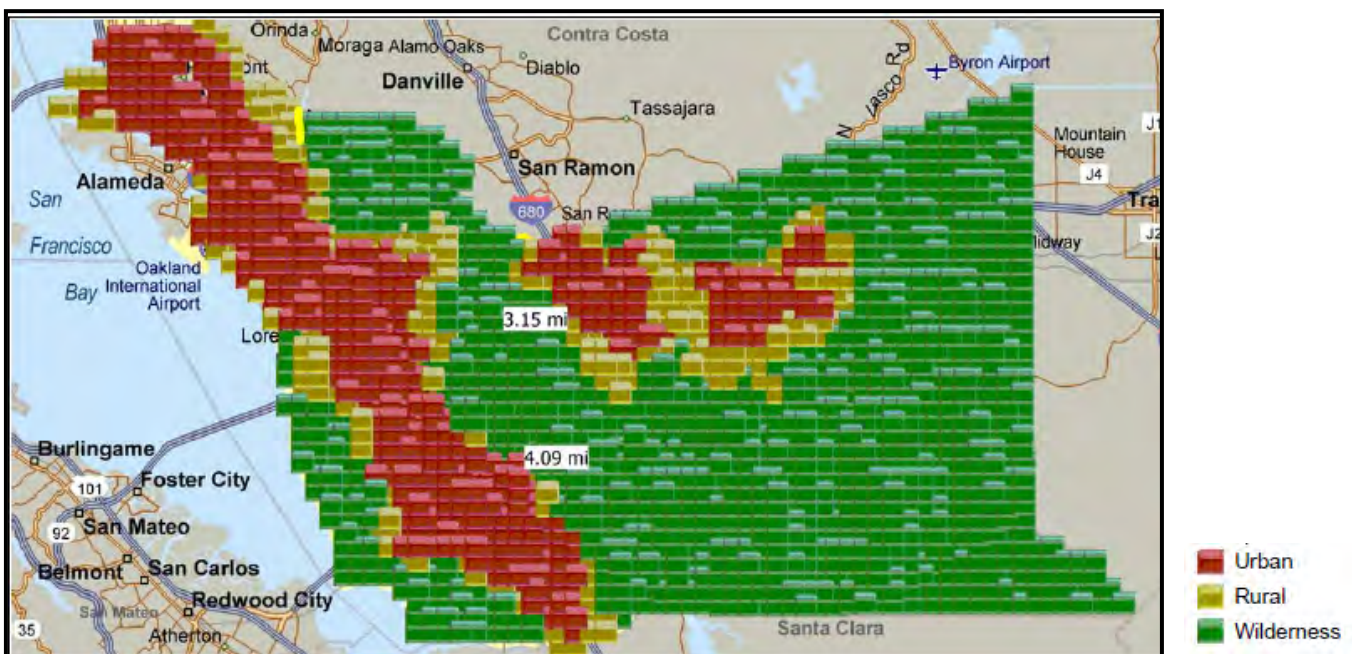
**Sub-Areas:** There are 3 possible Sub-areas contained within each ERZ.

**Metro/Urban** call densities are determined by identifying the square kilometers that average 2 or more calls per month and at least half of the surrounding square kilometers also average 2 or more calls per month.

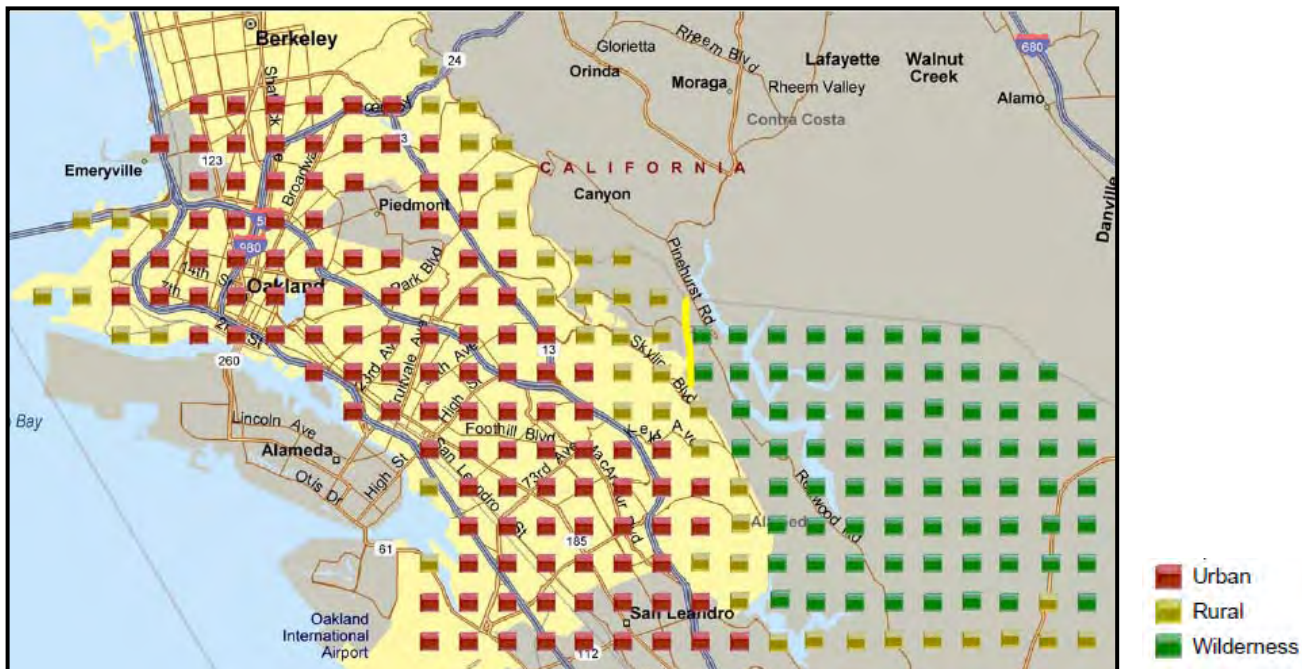
**Rural/Suburban** areas are those in which the average calls per square kilometer are between 0.25 and less than 2.0 calls per month on average.

**Wilderness/Low Call Density** is determined by identifying the square kilometers that average less than 0.25 calls per month (or one call every 4 months, on average).

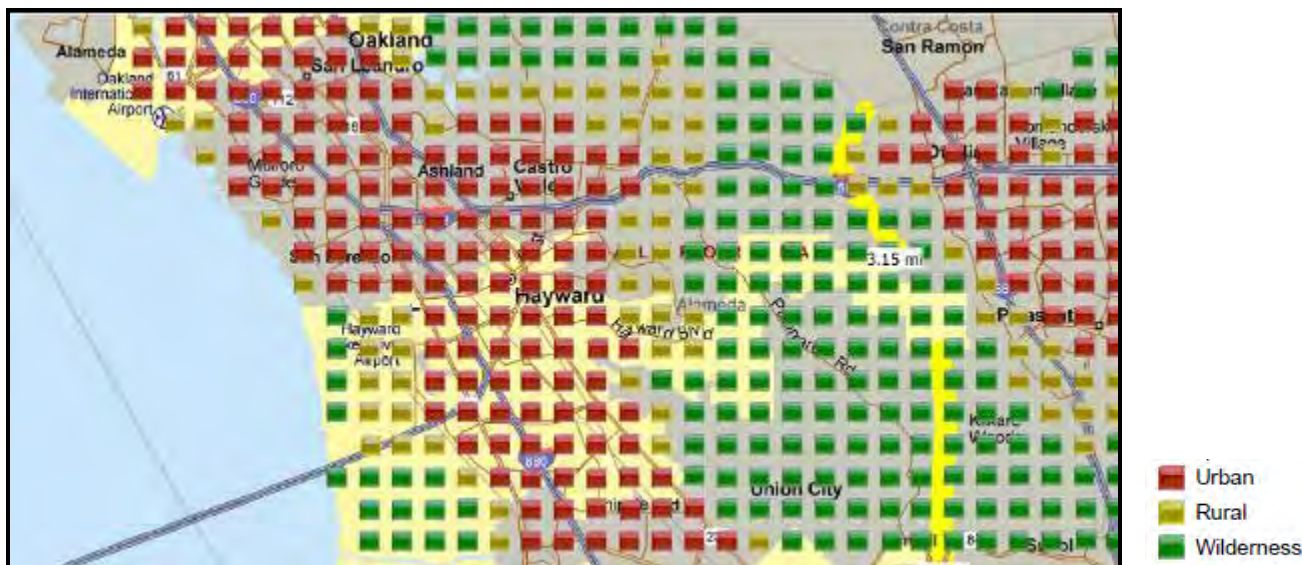
### Alameda County:



Zone 2:



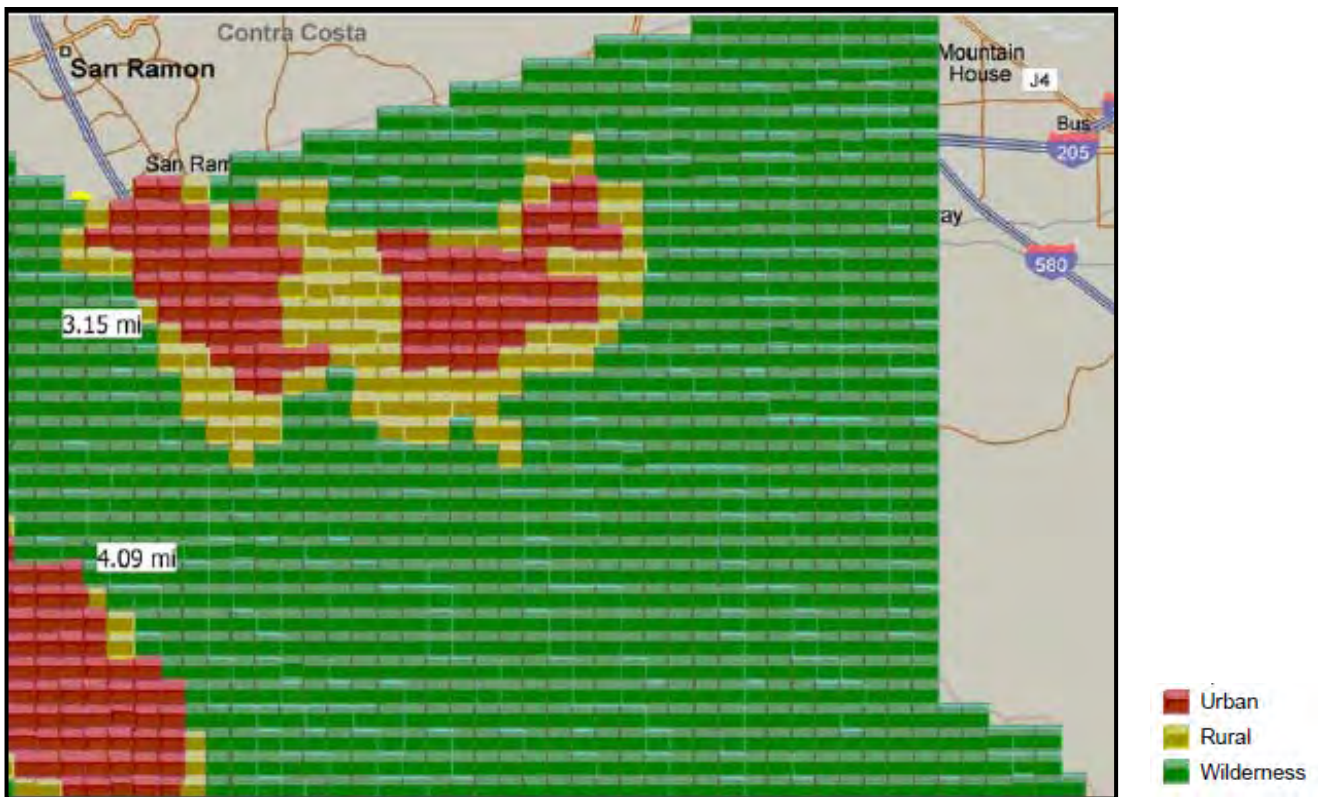
Zone 3:



**Zone 4:**



**Zone 5:**





**EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<p><b>A. Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery</p>	<p>\$5,000,000.00 per occurrence (CSL) Bodily Injury and Property Damage</p>
<p><b>B. Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities</p>	<p>\$5,000,000.00 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</p>
<p><b>C. Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all Contractors with employees</p>	<p>WC: Statutory Limits EL: <b>\$1,000,000.00</b> per accident for bodily injury or disease</p>
<p><b>D. Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County</p>	<p>\$5,000,000.00 per occurrence \$10,000,000.00 project aggregate</p>
<p><b>E. Endorsements and Conditions:</b> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</p> <ol style="list-style-type: none"> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:             <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:             <ul style="list-style-type: none"> <li>Department/Agency issuing the contract</li> <li>With a copy to Risk Management Unit (125 - 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	

**EXHIBIT D - DEBARMENT AND SUSPENSION CERTIFICATION**

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1. Paramedics Plus, LLC, under penalty of perjury, certifies that, except as noted below, the company, its principal, and any named subcontractor:
2. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;
4. Does not have a proposed debarment pending; and,
5. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
6. If there are any exceptions to this certification, insert the exceptions in the following space.
7. Exceptions shall not necessary result in denial of award, but shall be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.
8. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Agreement. Signing the Agreement on the signature portion thereof shall also constitute signature of this Certification.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

## **EXHIBIT E - COMMUNICATIONS EQUIPMENT**

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### **1. Radio Equipment:**

- 1.1 Contractor shall permanently mount into each Ambulance and on each Supervisor Vehicle, analog and digital capable, 700/800MHz trunked mobile radio with dual control heads and a telephone style microphone in the patient compartment with an external antenna mounted on the Ambulance box roof. These radios shall have **DUAL TONE - MULTI FREQUENCY** capability to alert hospital emergency department radios of incoming radio traffic. All mobile radios shall be compatible with the County's trunked radio system (equivalent to Motorola APX 7500 (3600/9600) or better).
- 1.2 Contractor's Field Personnel shall carry analog and digitally capable, 700/800MHz trunked portable radio with remote public safety speaker microphone. All portable radios shall be compatible with Alameda County's trunked radio system (equivalent to Motorola APX 7000 (3600/9600) or better).
- 1.3 Contractor Field Personnel shall carry County-approved radios, rebanding-capable, digitally formatted and fully compliant with P-25 Phase I and Phase II (once released) interoperability standards.
- 1.4 Contractor shall operate subscriber radios in compliance with all rules and regulations of the Federal Communications Commission and Alameda County.
- 1.5 Contractor shall equip all Clinical and Operations Field Supervisor Vehicles with analog/digital capable mobile radio programmed for operation on the CALCORD (equivalent to Motorola APX 7500 VHF or better).
- 1.6 Contractor shall equip all Ambulances and each Clinical and Operations Field Supervisor Vehicles used in providing Services to the County with radios for communications with hospital receiving facilities and for Ambulance-to-hospital communications.

### **2. Cellular Phones**

Contractor's Supervisor Vehicles shall be equipped with a wireless cell phone for direct landline communications with the Base Hospital, receiving hospitals, County Dispatch Center and other necessary personnel or agencies. Cellular phone or other portable

handheld device must be capable of receiving emergency response data from the ACRECC paging system.

**3. 12 Lead ECG Transmission**

Contractor shall install 12-Lead electrocardiogram (“ECG”) monitors including a modem for transmission in all Ambulance units, Clinical Field Supervisor vehicles, and FRALS apparatus (in accordance with EXHIBIT M - FIRST RESPONDER SUPPORT), to allow transmission of 12-Lead ECGs to receiving facilities..

**EXHIBIT F - RESPONSE TIMES REQUIREMENTS AND FINES**

<b>Table A - Personnel and Response Time Requirements</b>				
<b>MPDS Dispatch Category</b>	<i>Sub Area:</i> <b>Personnel Configuration:</b>	<i>Metro/Urban</i>	<i>Suburban/Rural</i>	<i>Wilderness</i>
<b>Echo</b>	2 Paramedics	08:30 min.	14:00 min.	18:00 min.
<b>Delta</b>	1 Paramedic 1 EMT	10:30 min.	16:00 min.	22:00 min.
<b>Charlie</b>	1 Paramedic 1 EMT	15:00 min.	25:00 min.	28:00 min.
<b>Bravo</b>	2 EMTs	15:00 min.	25:00 min.	28:00 min.
<b>Alpha</b>	2 EMTs	30:00 min.	40:00 min.	40:00 min.

Response Time fines for Charlie, Delta and Echo ambulance responses shall be in effect on the Services Start Date. Response Time fines for Alpha and Bravo responses shall be in effect six months after the Services Start Date.

<b>Table B - Response Time Fines by Category and Compliance</b>				
<b>CATEGORY:</b>	<i>Compliance:</i>	<i>89.5 - &lt; 90%</i>	<i>89 - &lt; 89.5%</i>	<i>&lt; 89%</i>
<b>Echo</b>		\$25,000.00	\$35,000.00	\$50,000.00
<b>Delta / Charlie</b>		\$15,000.00	\$25,000.00	\$35,000.00
<b>Bravo / Alpha</b>		\$ 5,000.00	\$10,000.00	\$15,000.00

<b>Table C - Outlier Response Times by Category and Subarea in Minutes &amp; Seconds</b>					
<b>CATEGORY:</b>	<i>Subarea:</i>	<i>Metro/Urban</i>	<i>Suburban/Rural</i>	<i>Wilderness</i>	<b>Fine:</b>
<b>Echo</b>		12:45	21:00	27:00	<b>\$5,000.00</b>
<b>Delta</b>		15.45	24:00	33:00	<b>\$2,500.00</b>
<b>Charlie</b>		33:00	37:30	42:00	<b>\$2,500.00</b>
<b>Bravo</b>		33:00	37:30	42:00	<b>\$1,000.00</b>
<b>Alpha</b>		45:00	60:00	60:00	<b>\$1,000.00</b>

## **EXHIBIT G - PARAMEDIC TRAINING REQUIREMENTS**

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1. **Advanced Cardiac Life Support (ACLS) Certification** - American Heart Association or an approved equivalent.
2. **ECG Training** - interpreting 12-Lead ECGs for ST elevation
3. **Trauma Training** - Prehospital Trauma Life Support (PHTLS) or International Trauma Life Support (ITLS)
4. **Pediatric Education** - Pediatric Education for Prehospital Personnel (PEPP), Pediatric Advanced Life Support (PALS), or Emergency Pediatric Care (EPC). Contractor shall ensure that all Paramedics complete this training within six (6) months of hire by Contractor.
5. **Company Orientation** - In addition to all other requirements, Contractor shall properly orient all Field Personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, Contractor's policies and procedures; radio communications with and between the provider agency, Base Hospital, receiving hospitals, and County communications centers; and Ambulance and equipment utilization and maintenance.
6. **EMS Orientation** - Contractor shall ensure that all Field Personnel attend EMS orientation sponsored by EMS on a monthly basis. This orientation shall provide an overview of the Alameda County EMS system, review of EMS Policies, documentation requirements, and CPR review.
7. **MCI Response** - Contractor shall train all Ambulance personnel and supervisory staff in their respective roles and responsibilities under the County Multi-Casualty Incident Plan as defined in EMS Policies, and prepare them to function in the medical branch of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel shall be defined by the relevant plans and command structure.
8. **Homeland Security** - Contractor and Contractor's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction, and other Homeland Security issues.
9. **Assaultive Behavior Management Training** - Contractor shall provide Ambulance personnel with the training, knowledge, understanding, and skills to effectively manage

patients with psychiatric, drug/alcohol or other behavioral or stress related problems on an on-going basis, as well as difficult scenes. Emphasis shall be on techniques for establishing a climate conducive to effective field management, and for preventing the escalation of potentially volatile situations.

- 10. Driver Training** - Contractor shall maintain an on-going driver training program for Ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be reviewed and is subject to approval by the County initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation.
- 11. Infection Control** - Contractor shall develop an infection control program, consistent with EMS Policies, that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc). The Contractor shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- 12. ICS Training** - All field personnel must complete the following Incident Command System training: ICS 100, 200, 700, and 800. Courses may be completed through independent online-learning; such has free courses available on the FEMA website. Additionally, ICS 300 and 400 are recommended for Supervisors and personnel who shall respond to the County Emergency Operations Center.

**EXHIBIT H - CONTRACTOR'S USER FEES - 911 SYSTEM**

	<b>Effective 11/1/2011</b>
<b>Bundled Base Rate</b>	<b>\$1,560.17</b>
<b>Mileage per mile</b>	<b>\$35.90</b>
<b>Oxygen</b>	<b>\$117.63</b>
<b>*Treat, Non-transport Rate</b>	<b>\$433.39</b>

**\*Treat, Non Transport Fee** - shall be limited to patients who receive a medical intervention, such as intravenous medication administration, and subsequently refuse transport. Patient assessment, including ECG monitoring, does not constitute treatment.



**EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS**

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- A. Location of incident
- B. Approximate time of patient contact
- C. Patient name
- D. Residence
- E. Age
- F. Weight
- G. General assessment
- H. Past medical history
- I. History of present illness/ injury
- J. Mechanism of injury
- K. Medications
- L. Allergies
- M. Physical assessment
- N. Vital signs (BP, Pulse, Respirations, Skin signs, SpO<sub>2</sub>)
- O. Treatment administered
- P. Response to treatment
- Q. Narrative
- R. Glasgow Coma Scale
- S. Signature/name of person completing PCR

**EXHIBIT J - FIRST SOURCE AGREEMENT**

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**Contractor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Contractor shall also provide the County with specific job requirements for new or vacant positions. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Contractor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on Contractor specifications, to Contractor for interviews for prospective employment by Contractor (see Incentives for Contractor Participation under Contractor/First Source Program located on the [Small Local Emerging Business](#) (SLEB) Website.

If compliance with the First Source Program shall interfere with Contractor’s pre-existing labor agreements, recruiting practices, or shall otherwise obstruct Contractor’s ability to carry out the terms of the contract, Contractor shall provide to the County a written justification of non-compliance in the space provided below.

Company Name: \_\_\_\_\_

Contractors Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_/\_\_/\_\_

\_\_\_\_\_

Date: \_\_/\_\_/\_\_

(East Bay Works / One-Stop Representative Signature)

## **EXHIBIT K – TRANSITION PLAN**

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### **April 2010**

- Alameda County Board of Supervisors awards Agreement
- Begin negotiations with ACRECC for Communications and Dispatch services

### **May 2010**

- Identify Paramedics Plus Operations Facility in Alameda County and begin negotiating lease
- Meet with the Alameda County EMS to discuss transition and to negotiate the final contract

### **June 2010**

- Meet with NEMSA to develop an agreement to get for monthly update on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

### **July 2010**

- Complete negotiations with Alameda County FD for Communications and Dispatch services
- Schedule meetings with the current Alameda employees. These informal meetings are designed to quell any rumors and provide employees with useful and factual information about the transition and ensure a smooth changeover.
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

### **August 2010**

- Review monthly update from NEMSA on # of dues paying members
- Schedule a meeting with the EMS Medical Director and Paramedics Plus senior management team to ensure that our transition plan covers all clinical issues and concerns.
- Receive monthly EMS data dumps to monitor response volumes throughout County

### **September 2010**

- Relocation of Chief Operating Officer beginning September 1, 2010
- Execute agreement with ACRECC for Communications and Dispatch services. This should include the following items.
  - ACRECC to hire dispatchers 4-6 months in advance for training
  - Paramedics Plus to participate on ACRECC Technical/Operations subcommittee
  - Paramedics Plus to secure voting membership on Advisory Committee
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Form employee work groups for
  - Equipment layout in ambulances
  - Operations Facility process management
  - EMS Warehouse layout and process management
  - Satellite station locations, layout and process management
- Receive monthly EMS data dumps to monitor response volumes throughout County
- Finalize and execute Paramedics Plus Operations Facility lease and begin lease-hold improvements.

### **October 2010**

- Establish an e-mail based method of communication with the incumbent workforce and other system stakeholders. The purpose of these communications will be to manage rumors and provide interested parties with information about the new system and the transition.

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**November 2010**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**December 2010**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**January 2011**

- Obtain appropriate City Business License
- Place orders with vendors for capital equipment including ambulances and other support vehicles
- Set meeting dates, times and locations to begin meeting with incumbent leadership
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**February 2011**

- Conduct meetings with incumbent leadership to have open dialogue regarding concerns from work force, discussion about Paramedics plus philosophy and culture, and set one on one meeting dates to discuss individual transitions to Paramedics plus
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**March 2011**

- Ongoing meetings with the Alameda County EMS, Paramedics Plus senior leadership including human resources and representatives from the union to adjust and finalize the activities and timeline for start up or takeover of operation
- Begin meeting with all Fire Agencies to develop Mutual-Aid Agreements
- Monthly meeting with incumbent leadership to develop transition plans
- Schedule meeting with the incumbent provider's management team to finalize the transition plan.
- Follow up meeting with the System Medical Director and Paramedics Plus senior management team to ensure that our transition plan covers all clinical issues and concerns.
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Monitor Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**April 2011**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Initial delivery of capital equipment and vehicles
- Begin installation of ePCR system
  - Working both with EMS IT and ACRECC IT
- Obtain the following insurances:
  - Automobile Liability

- List of vehicles by VIN, model and year
- Original cost of vehicle
- List of all drivers
- Begin testing, installation and check-off of all equipment
- Receive monthly EMS data dumps to monitor response volumes throughout County

**May 2011**

- Complete outfitting of all EMS vehicles and prepare for Alameda EMS and CHP inspection
- Begin establishing methods and processes of the day to day business and operation including the following:
  - Obtain the following insurances:
    - Professional Liability and Commercial General Liability
    - Commercial Umbrella Liability
    - Automobile Liability
    - List of vehicles by VIN, model and year
    - Original cost of vehicle
    - List of all drivers
  - Workers' Compensation
    - Number of employees by job classification
    - Address of each location and number of employees at each location by job classification
  - All New Employees from Incumbent Provider - Total wages by classification
  - Employee Insurance
    - Clarify coverage details for medical, dental, visions, Short and Long Term Disability, AD&D, Life and EAP
    - Number of employees by gender
  - Total wages
    - Establish employee 401(k) program
    - Establish payroll system
  - Establish accounts payable system by vendor
    - Complete credit application process
    - General Ledger accounts for financials
  - Focus on employee needs. Schedule employee meetings over three consecutive days to allow all employees the opportunity to attend. During this meeting we will:
    - Have all employees complete a Paramedics Plus application
    - Have all employees complete drug screen application
    - Have all employees complete drug screen on-site by utilizing a mobile drug screening unit or other approved mobile collection personnel or agency.
    - Obtain copies of all employee certifications
    - Obtain copies of all drivers licenses and social security cards
    - Complete I-9 and EEO documentation
    - Complete W-4 forms
    - Complete insurance coverage forms
    - Distribute policy and procedure manuals with signed acknowledgment of receipt.
  - Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
  - Review monthly update from NEMSA on # of dues paying members
  - Receive monthly EMS data dumps to monitor response volumes throughout County
  - Begin development of an Emergency Operations Plan

- Begin development of Quality Management Plan
- Begin development of CISM Plan

**June 2011**

- Finalize all Fire Agency Mutual Aid Agreements
- Meet with California Highway Patrol and Alameda EMS to license all vehicles
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**July 2011**

- Employee orientations begin
  - Policies and Procedures
  - ePCR system
- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**August 2011**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Meet with NEMSA for monthly update on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County
- Submit an Emergency Operations Plan
- Submit Quality Management Plan
- Submit CISM Plan
- Submit controlled substances policy

**September 2011**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**October 2011**

- Monthly Paramedics Plus / Alameda EMS Planning and Transition Meeting
- Final check-off of entire Project Plan for completion
- Review monthly update from NEMSA on # of dues paying members
- Receive monthly EMS data dumps to monitor response volumes throughout County

**November 1, 2011 Start-up**

- Paramedics Plus begins operations

## **EXHIBIT L - COMMUNITY EDUCATION PROGRAM**

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1. Contractor shall provide a community education program, based on the needs of the community as defined by the County and EMS. The community education program shall contain some or all of the following, which may change from time-to-time as community needs change:
2. Contractor shall annually undertake at least one project that shall demonstrably improve the health status in the community.
3. Health status improvement programs targeted to “at risk populations” may include but are not limited to:
  - a. Seat belt use
  - b. Bike safety program
  - c. Participation in NTHSA safe communities program
  - d. CPR training
  - e. 911 awareness
  - f. Gun safety
  - g. Hunting safety
  - h. Drowning prevention
  - i. Equestrian accident prevention
  - j. Senior safety program
  - k. Home hazard inspection program.
  - l. Child Passenger Safety Program:
    - Contractor shall implement a child passenger safety program (CPS) in Alameda County. The program shall include the purchase and distribution of car seats to targeted populations, as defined by EMS.
    - Within 18 months of Effective Date a minimum of:
      - one member of the Contractor staff shall earn instructor status in the National Child Passenger Certification Program and shall begin offering a

two-hour introductory CPS course as part of the orientation process for all Field Personnel.

– two members of the education staff shall earn National Child Passenger Certification through the National Highway Safety Administration's curriculum.

- Contractor shall offer CPS classes to the community at no cost. Contractor shall provide at least one program a year in each city in the EOA including unincorporated areas.
- Contractor shall measure the effectiveness of the child passenger safety program by monitoring the increased incidence of child restraint use. State or County observation studies shall be utilized to provide unbiased documentation. Contractor shall set a goal of contributing to a 1% increase each year in child passenger restraint usage for the County.

m. Gun Safety Program:

- Contractor shall bring Eddie Eagle gun safety program to Alameda County children from pre-K through third grade. This program shall focus on teaching young children what to do when confronted with a found gun.
- Contractor shall partner with Alameda County elementary schools and day-care centers to provide this program at no cost to the facility.
- Contractor shall compile comparative statistics regarding firearm trauma to children ages 10 and younger to track the effectiveness of this program.



## **EXHIBIT M - FIRST RESPONDER SUPPORT**

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1. In addition to the monetary provision for first responder support, Contractor shall provide the following equipment (or similar equipment subject to mutual agreement with the First Responder Agencies) for each First Responder apparatus operating within County, including Contracting Cities in Zone 1, as well as for Contractor's Clinical Field Supervisor and Operational Field Supervisor Vehicles:
  - 1.1 Rugged mobile personal computers and software for the PCR system for each First Responder unit apparatus, including updates when required for maintenance of compatibility throughout the EMS system.
  - 1.2 IT support for First Responder computers in #1 above.
  - 1.3 Ninety 90 LIFEPAK 15 monitor-defibrillators including a modem (by Velocitor) for transmission of 12-lead ECG's for each unit; as well as a sufficient data plan that can accommodate and support this process. Contractor shall hold in reserve 10 additional monitor-defibrillators to be distributed as needed at Contractor's discretion.
  - 1.4 Ninety 90 Physio-Control Chest Compression System LUCAS devices. Contractor shall hold in reserve 10 additional devices to be distributed as needed at Contractor's discretion.
2. Contractor shall retain ownership of and be responsible for maintenance of the above-listed equipment.
3. Contractor shall also provide EMS continuing education for all Alameda County First Response agencies, regardless of inclusion in the EOA. Recognizing the inherent difficulties in sending First Response agency personnel to Contractor's location, continuing education shall be made available at First Response agencies through Contractor's four clinical education coordinators. For new fire employees, collaboration with First Responder Agencies shall also include field internships, riding on Ambulances and working with Contractor's field training officers for initial system training.

## **EXHIBIT N - HIGH RISK PATIENT DESCRIPTION**

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“A High-Risk PCR” is a patient care report for a High-Risk Patient. A High-Risk Patient is defined as follows:

1. STEMI (ST-Elevation Myocardial Infarction) patient transported to any hospital, including a Cardiac Receiving Center, per EMS Policies
2. CVA (Cardio-Vascular Accident) patient transported to any hospital, including a Stroke Center, per EMS Policies
3. Critical Trauma Patient with a trauma activation, per EMS Policies
4. Any patient not breathing or breathing ineffectively (Echo call)
5. Any emergent (lights and siren) return to the hospital
6. Any patient (other than a 5150 patient who has been medically cleared) who is unable, for any reason, to provide a history
7. Any patient aged 10 or less

**EXHIBIT O - Proposal of Paramedics Plus**

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(Appendices 1-56 incorporated by reference, but not attached)