

Contract for Ambulance Service in Calaveras County

This Ambulance Provider Agreement (AGREEMENT), entered into this first day of July, 2005~~10~~, and expiring on June 30, 2015, by and between _____ ("CONTRACTOR") and the **Mountain-Valley EMS Agency**, ("AGENCY"), hereinafter PARTIES.

RECITALS OF AUTHORITY

Whereas, Division 2.5 of the Health and Safety Code sections 1797.224 and 1797.85 allows the local EMS agency to create Exclusive Operating Areas to restrict operations to one or more providers of emergency ambulance services and Advanced Life Support Services in the development of a local plan through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981; and

Whereas, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Calaveras has designated the Agency to be the local EMS agency and to develop a written agreement with any qualified EMT-P Service Provider that wishes to participate in the Advanced Life Support program in Calaveras County; subject to the rights of providers who are granted Exclusive Operating Areas ("EOAs"); and

Whereas, Title 22 California Code of Regulations Section 100173, Division 9, Chapter 4, Article 6, requires EMT-P Service Providers to have a written agreement with the local EMS Agency to provide advanced life support; and

Whereas, Chapter 5.26, Calaveras County Ordinance No. 2775 "Ambulance Ordinance of Calaveras County," Section 5.26.060 establishes that those providing ambulance service must have an Ambulance Provider Agreement with the local EMS agency, and Section 5.26.070 establishes that the Ambulance Provider Agreement shall address minimum standards.

Whereas, CONTRACTOR has submitted a Proposal to provide emergency ambulance services as an exclusive provider for the Exclusive Operating Area defined herein, and is willing to operate an Ambulance Service in compliance with this AGREEMENT. Said Proposal dated January 3, 2005, is incorporated here by reference and the original is on file at the Mountain-Valley EMS Agency.

~~Whereas, CONTRACTOR was recommended to the AGENCY by an expert panel, appointed to review all~~

Proposals received in response to the Request for Proposal for Emergency Ambulance Services issued by the AGENCY; and the AGENCY has determined that CONTRACTOR is the best suited for this AGREEMENT.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 – DEFINITIONS – The following terms and definitions apply to this AGREEMENT

1.1 Advanced Life Support Ambulance (ALS Ground Ambulance) - A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and AGENCY policies and procedures.

1.2 Advanced Life Support Ground Ambulance Services - The transport and care of a patient in an ALS Ground Ambulance.

1.3 Agency Policies, Procedures and Protocols - All policy, procedure, and protocol documents developed through the process described in Agency policies (number 131.00 through 133.00).

1.4 Ambulance – A vehicle specially constructed, modified, or equipped and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons that require transportation while on a gurney.

1.5 Ambulance Services – the activity, business or service; for hire, profit, or otherwise; of transporting one or more persons by ambulance on or in any of the streets, roads, highways, alleys, or any public ways or places in Calaveras County. This definition adopts the premise that Ambulance Services are considered to be “emergency ambulance services” as defined in Section 1797.85, Division 2.5 of the Health and Safety Code. Ambulance Services include all services requiring the use of a ground Ambulance in Calaveras County during any of the following circumstances: (1) All requests for ambulance services transmitted through the Authorized EMS Dispatch Center; (2) Requests for Ambulance Service made directly to the ambulance service from a seven digit telephone call without going through an authorized 9-1-1/PSAP; (3) All ground Interfacility Transfers requiring the services of an ALS, BLS, or Critical Care Transport (CCT) ambulance (As stipulated in Exhibit ~~D~~B and Section 2.1 of this AGREEMENT); or (4)

Any other request for service requiring a ground ambulance response, including Basic Life Support, Advanced Life Support, or Critical Care Transport. This definition shall not apply to Ambulance Services that transport patients to or through Calaveras County from an area outside Calaveras County.

1.6 Ambulance Zone - A geographic area, defined as either North Zone, South Zone, or East Zone, that has been designated as an Exclusive Operating Area for all Ambulance Services pursuant to a competitive bid process.

1.7 Arrive Destination, On Scene Hospital - The time that an Ambulance arrives at an approved receiving facility (or location) or at the point where it is to rendezvous with another ambulance.

1.8 At Scene, On Scene - For the purposes of measuring the CONTRACTOR's Response Time compliance in this AGREEMENT, "At Scene," "On Scene" shall be understood to mean the time the Ambulance arrives at the address site or at a designated or assigned staging area. In the case of significantly encumbered/restricted access to the patient, the terms "At Scene," "On Scene" shall be understood to mean the time the Ambulance arrives at the restricted access point, e.g. staging area, at the gate of a closed gated community or rendezvous point to be escorted to the patient by another individual.

1.9 Authorized Ambulance Provider - An ambulance provider that is authorized to provide Ambulance Services within Calaveras County pursuant to an ambulance provider agreement with the AGENCY.

1.10 Authorized EMS Dispatch Center – The Calaveras County Sheriff's Department dispatch center authorized by the Agency for the dispatch of Ambulance Services within Calaveras County.

1.11 Available on Radio - The time that an Ambulance is available on radio/pager or other communication method approved by the Agency to respond as directed by the Authorized EMS Dispatch Center.

1.12 Basic Life Support Ambulance (BLS Ambulance) - An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, section 1797.60, all regulations of the State of California, and Agency Policies, Procedures and Protocols.

1.13 Code-One Call – Any non Code-Three or Code-Two Call that is scheduled, based upon a determination by a physician responsible for the patient's care, or by Emergency Medical Dispatchers at an Authorized EMS Dispatch

Center that no detriment to the patient will occur as a result from a delay in the transportation of the patient by ambulance.

1.14 Code-Three Call - A Medical Emergency requiring immediate response with red light and siren, based upon a determination made by Emergency Medical Dispatchers at an Authorized EMS Dispatch Center.

1.15 Code-Two Call - A Medical Emergency requiring immediate response without red light and siren based upon a determination made by Emergency Medical Dispatchers at an Authorized EMS Dispatch Center.

1.16 Compliance Period – The period of time required to accumulate 500 calls for calculation of Response Time Compliance.

1.17 Contractor – Organization or company authorized to provide ambulance services in the County of Calaveras pursuant to specific requirements of this AGREEMENT.

1.18 County – The County of Calaveras

1.19 Default – Means the failure to perform an obligation or requirement as set forth within this AGREEMENT.

1.20 Dispatched - The time that the ambulance is notified of a call by the Authorized EMS Dispatch Center.

1.21 Emergency Medical Dispatch - A nationally recognized set of standards used by specially trained dispatch personnel that focus upon four main functions: (1) To receive and process telephone calls; (2) To dispatch and coordinate EMS resources based upon prioritization principles that consider the level of the emergency and availability of local EMS resources; (3) To provide medical instruction to callers (pre-arrival instructions) and scene information to EMS crews (post-dispatch); and (4) To coordinate with other public safety agencies.

1.22 Emergency Medical Personnel - All public safety first responders, Emergency Medical Dispatchers, EMT-s, and EMT-Ps functioning within the emergency medical services system.

1.23 Emergency Medical Services Oversight Committee (EMSOC) – The committee established by the Calaveras County Board of Supervisors to ensure that the interests of the county, its political subdivisions, and citizens are considered, related to the planning and provision of emergency medical services (EMS) within the county. The

EMSOC serves in an advisory capacity to the Local EMS Agency and the Calaveras County Board of Supervisors on EMS issues.

1.24 EMSOC Operational Subcommittee – The committee established through the by-laws of the EMSOC as a standing subcommittee to provide the EMSOC with advice on EMS operational issues in Calaveras County.

1.25 EMT-~~+~~ or Emergency Medical Technician -~~+~~ - means an individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to the requirements set forth in said regulations.

1.26 EMT-P or Emergency Medical Technician - Paramedic - means an individual whose scope of practice is to provide Advanced Life Support according to standards prescribed by Division 2.5 of the Health and Safety Code and who has a valid license issued pursuant to said division, and accreditation as required by AGENCY.

1.27 Enroute - The time that a fully staffed Ambulance has departed in order to respond to a request for Ambulance Services.

1.28 Exclusive Operating Area - means an EMS area or sub-area defined by the emergency medical services plan for which the AGENCY restricts operations to one provider of Emergency Services and Advanced Life Support Ground Ambulance Services.

1.29 From Scene, Enroute Hospital - The time that the ambulance departs from the scene enroute to a receiving facility or rendezvous point.

1.30 Hospital - means a licensed acute care hospital (as referenced by Division 2.5 H.& S.C. section 1797.88).

1.31 Interfacility Transfers – means the transport of patients from one Hospital to another Hospital.

1.32 Map Grid, - The designation of an area on a map of Calaveras County that has been given an alpha-numeric designation in order to measure Contractor’s response time compliance.

1.33 Material Breach – The occurrence or any combination of the following:

A. Failure to comply with one or more of the following sections of this agreement: 3.1

through and including 3.8, 3.10 through and including 3.17, 4, 5.1, 5.2, 5.4, 5.5, 6, 7, 8, 9.1 through and including 9.3, 11.2, 12, 13.2 through and including 13.5, 13.7 through and including 13.9, 14.2 through and including 14.4, 15.5 through and including 15.7, 17.2 through and including 17.9⁸.

- B. Willful or negligent grossly falsification of data or information supplied to the AGENCY during the term of this AGREEMENT, including but not limited to response time data, patient report data, financial data, or willful or grossly negligent falsification of any other data required under this AGREEMENT.
- C. Failure to maintain equipment in accordance with good maintenance practices, as evidenced by repeated vehicle failures.
- D. Willful attempts by CONTRACTOR to intimidate or otherwise punish employees who report violations or alleged violations, by the CONTRACTOR, of any of the specifications, conditions, or requirements contained within this AGREEMENT.
- E. Failure to comply with approved rates for service or billing procedures as evidenced by billings exceeding the maximum allowable rate.
- F. Repeated failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner and to present a professional appearance.
- G. Failure to meet response time requirements as set forth herein, as deemed significant by the EMSOC.
- H. Failure to comply with any obligation to a financial institution, if the AGENCY determines that such failure endangers the public health and safety.
- I. Filing of a bankruptcy petition by or against CONTRACTOR, alleging that CONTRACTOR is or will become insolvent; appointment of a trustee or receiver for CONTRACTOR or for any of CONTRACTOR's property; a general assignment by

CONTRACTOR for the benefit of its creditors; or entry of a judgment or order determining that CONTRACTOR is bankrupt or insolvent.

- J. Other material financial instability of the CONTRACTOR, determined by the AGENCY, as impacting the stability of operations.
- K. Any other willful or negligent act or omission of the CONTRACTOR that endangers the public health or safety.
- L. Failure to pay fees or fines as specified in this AGREEMENT within 45 days of invoicing.
- M. Failure to provide the benefits and payroll packages for field staff as represented in CONTRACTOR's Request for Proposal, or failure to maintain staffing level ratios (within 10%) of full-time field staff to part-time field staffing ratios as represented in CONTRACTOR's Request for Proposal except as otherwise approved of by AGENCY.
- O. Failure of CONTRACTOR to cooperate with and assist the AGENCY in the investigation or correction of any of CONTRACTOR's alleged or actual Minor Breach(es) or Material Breach(es) of this AGREEMENT, including, but not limited to, CONTRACTOR's repeated failure to comply with terms and conditions stipulated in written notices given by the AGENCY to correct any of CONTRACTOR's Minor Breaches under this AGREEMENT.
- P. Failure of CONTRACTOR to maintain in full force and effect the performance security requirements as specified within this AGREEMENT.

1.34 Medical Emergency - The term used to denote a condition or situation in which an individual has a need for immediate medical attention requiring an immediate response based upon the patient's reported medical condition, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel

at the scene of an emergency or dispatch personnel at an Authorized EMS Dispatch Center or an Authorized Ambulance Provider.

1.35 Medical Health Operational Area Coordinator (MHOAC) – The person designated by the County to manage medical mutual aid requests in response to a need for medical resources to respond to or from the County.

~~1.36 Metro/Urban Area – The term used to denote a geographic service area (Map Grid) with a population density of greater than 100 persons per square mile.~~

1.376 Minor Breach – Means an infraction or violation of, or any failure to perform an obligation or requirement as set forth within this AGREEMENT that may indirectly have an adverse impact on system operations, as determined by the AGENCY following review and recommendation by the EMSOC.

1.387 Move-up - The term used to denote an Ambulance that has been moved to an area to provide Posting coverage.

1.398 Mutual Aid – 1) responses into CONTRACTOR’s EOA from a ground ambulance provider based outside the EOA, resulting in patient contact, when requested by the Authorized EMS Dispatch Center for Calaveras County; 2) responses by CONTRACTOR to service areas outside of CONTRACTOR’s EOA for the purpose of assisting another ground ambulance provider when requested by the Authorized EMS Dispatch Center, or MHOAC.

1.4039 Non Medical Emergency - The term used to denote a condition or situation in which an individual does not have a need for an Immediate Response based upon the patient’s reported medical condition, and where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, or dispatch personnel at an Authorized EMS Dispatch Center.

1.410 Post - The term used to denote that an ambulance has been moved to an area by the Authorized EMS Dispatch Center, based upon the System Status Plan for ambulance coverage in the County.

1.421 Posting Plan - The plan, approved by the Agency in consultation with the EMSOC and EMSOC Operational Subcommittee, that determines the strategic placement of ambulances, based upon ambulance availability and ambulance coverage strategies for the county. The Posting Plan is designed to trigger a Mutual Aid request to the

closest appropriate Authorized Ambulance Provider in situations where a patient has a life-threatening Medical Emergency requiring the closest appropriate Authorized Ambulance Provider, as identified pursuant to protocols promulgated by AGENCY's Medical Director, and the CONTRACTOR responsible for the Zone is not the closest appropriate responder. No CONTRACTOR shall be permitted to Post or Move Up in another CONTRACTOR's Ambulance Zone unless authorized to do so by the Authorized EMS Dispatch Center in accordance with the Posting Plan. The Posting Plan shall respect the integrity of Contractor's EOA boundaries and shall not be designed or implemented in a way that jeopardizes the continuation of such EOAs.

1.432 Proposal – The document submitted by CONTRACTOR in response to the AGENCY's Request for Proposal for the Exclusive Operating Area. The content of the Proposal (including all facts concerning CONTRACTOR's operations and internal policies) shall be deemed part of this AGREEMENT. Said Proposal dated January 3, 2005, is incorporated herein by reference and the original is on file at the Mountain-Valley EMS Agency.

1.443 Quick Response Vehicle (QRV) - The term used to denote a non transporting ALS unit staffed by a minimum of one (1) EMT-P.

1.454 Record of Calls - As required in Title 13 of the California Code of Regulations, Chapter 5, Article 1, section 1100.7: Every ambulance service shall maintain a current record of each emergency call and shall retain such record for a minimum of three years and contain the following information: (a) Date and time of emergency call, location where service is needed, and identity of person receiving the call for ambulance service; (b) Identity of person or, when applicable, the name of the agency requesting an ambulance; (c) Identification of each ambulance and personnel dispatched, and record of siren and red light use; (d) Explanation of any failure to dispatch an ambulance as requested; (e) "Dispatched," "Enroute," "On-Scene" "Enroute Hospital," "On Scene Hospital," and "Available on Radio" (f) Destination of patient and time of arrival at destination; (g) Name or other identification of patient (if name available) or description of item requiring emergency transportation.

1.465 Response Time - The time measured from the time either an Ambulance (or other ALS response unit integrated into the system by the Agency) is Dispatched until On Scene. A Quick Response Vehicle's On Scene time

may be used to calculate the Response Time if approved by the AGENCY.

~~1.476~~ Response Time Compliance - The adherence to the requirement for ambulance response to Code Three Medical Emergencies for areas of the County developed by the AGENCY in consultation with the EMSOC and CONTRACTOR. ~~Response Time Compliance will be developed following the first year after the implementation of this AGREEMENT.~~

~~1.487~~ Response Time Compliance Areas – Areas of the County used for the purpose of measuring Response Time Compliance.

~~1.49~~ Rural – The term used to denote a geographic service area with population density of 7 to 50 persons per square mile.

~~1.50~~~~48~~ Scene Call – A Request for Ambulance Service for a patient situated at a location other than a Hospital.

~~1.51~~~~49~~ Staging - The term used to denote that an Ambulance is dispatched to respond to an area near a Medical Emergency until allowed to proceed to the site of the patient(s).

~~1.52~~~~0~~ Standby - The term used to denote that an EMS vehicle is staged near an activity in which it is presumed there is a high likelihood that a Medical Emergency will occur.

~~1.53~~ Suburban – The term used to denote a geographic service area with a population density of 51 to 100 persons per square mile.

~~1.54~~ Wilderness – The term used to denote a geographic service area with a population density of less than 7 persons per square mile.

2 - DESCRIPTION OF EXCLUSIVE AREA TO BE SERVED - DEFINITION OF EXCLUSIVITY

2.1 All Authorized Ambulance Providers in Calaveras County are awarded two levels of exclusive rights to provide Ambulance Services. The first level of exclusivity is granted separately for each of the three Ambulance Zones in the County. Each CONTRACTOR in each Ambulance Zone has exclusive rights to all Ambulance Services

within their respective Ambulance Zones, with the exception of Interfacility Transfers within their respective zones. The second level of exclusivity is for all Authorized Ambulance Providers to be eligible to share Interfacility Transfers, defined in Exhibit E-C, originating from Mark Twain St. Joseph's Hospital.

2.2 The Exclusive Operating Area (EOA) granted to CONTRACTOR includes the North and South Zones as depicted in the map in Exhibit A.

2.3 CONTRACTOR is awarded the exclusive rights to provide Ambulance Services within an EOA (Zone North and South) in Calaveras County consistent with the stipulations described herein.

2.4 As an exclusive provider of Ambulance Services within an EOA, CONTRACTOR shall share, with other Authorized Ambulance Providers for Calaveras County, exclusive right to develop a business arrangement with Mark Twain St. Joseph's Hospital to provide Ambulance Services for Interfacility Transfers originating within the County pursuant to stipulations specified in Exhibit- D of this AGREEMENT.

2.5 Exceptions to the Exclusivity granted under this AGREEMENT are as follows: air ambulance transports; a situation as described in sections 3.9 and 5.3.1 of this AGREEMENT; for specific Interfacility Transfers in which CONTRACTOR is unable to provide the required service as specified by the sending Hospital as defined in Exhibit-D, the conditions specified in the AGENCY Special Events Policy #570.71; for Ambulance Services transporting patients into or through the County from outside the County, and during declared disasters, or events requiring Medical Mutual Aid Coordination authorized by the Authorized EMS Dispatch Center, MHOAC, or AGENCY.

2.6 AGENCY shall not enter into an ambulance provider agreement with any other firm, agency, city, company or governmental body, other than the federal government, to provide Ambulance Services within the area described herein during the period of this AGREEMENT except as described herein.

3 – PERFORMANCE STANDARDS/EXCEPTIONS/DISPUTES - In consideration for being granted authorization to provide all Ambulance Services, CONTRACTOR agrees to the following:

3.1 CONTRACTOR shall adhere to all commitments made in their Proposal dated January 3, 2005, is incorporated herein by reference and the original is on file at the Mountain-Valley EMS Agency.

3.2 The CONTRACTOR shall adhere to all requirements of Chapter 5.26, Calaveras County Ordinance No. 2775 "Ambulance Ordinance of Calaveras County;" all AGENCY Policies, Procedures and Protocols; and shall comply with all Federal, State, and local laws, rules, and regulations.

3.3 The CONTRACTOR shall utilize ALS Ambulances to provide services under this AGREEMENT on a twenty-four (24) hour per day basis in response to all Code-Two and Code-Three Scene Calls dispatched by the Authorized EMS Dispatch Center. Contractor may utilize QRV to provide ALS First Response Services, if approved by the Agency. An ALS Ambulance shall be simultaneously sent to all Code-Two and Code-Three Scene Calls dispatched by the Authorized EMS Dispatch Center.

3.4 The CONTRACTOR shall, at a minimum, record or cause to be recorded the Map Grid and the times at each of the stages of a response as defined herein for each and every request for Ambulance Service.

3.5 The CONTRACTOR shall immediately (less than 90 seconds from DSP until ER) have an Ambulance enroute to not less than 90 percent of the Code-Three calls as measured each calendar month during the term of this AGREEMENT.

3.6 The CONTRACTOR shall Standby at any location as directed by the Authorized EMS Dispatch Center:

3.7 The CONTRACTOR shall only Move-up or Post to areas at the direction or in concurrence of the Authorized EMS Dispatch Center.

3.8 During any period of time that CONTRACTOR has insufficient ALS Ground Ambulances available for service, CONTRACTOR shall work with the Authorized EMS Dispatch Center to implement a plan to ensure ambulance coverage of the Zone.

3.9 The CONTRACTOR acknowledges the Authorized EMS Dispatch Center may divert a request for emergency response from the primary dispatched ALS Ambulance to a secondary ALS Ambulance when the latter is fully staffed and equipped in accordance with this AGREEMENT and in compliance with all applicable rules, regulations and policies and notifies the EMS Dispatch Center that it is in closer proximity to the scene than the primary ALS

Ambulance. Diversion of such call does not change or replace the time of the TOC originally established for that specific call, but time on scene/OS for response time calculation purposes for that call will be based upon the arrival of the secondary ALS Ambulance. The Authorized EMS Dispatch Center may cancel or continue the response of the primary ALS Ambulance.

3.10 In each instance of an ALS Ambulance vehicle failure on an emergency call resulting in the inability to continue the response to or transport of the patient, CONTRACTOR shall submit an Unusual Occurrence Report to AGENCY that at a minimum shall include: the length of time it took for another ALS Ambulance to respond to the same call; the reason or suspected reason(s) for vehicle failure or malfunction, and actions CONTRACTOR has taken to prevent similar failures.

3.11 In each instance where the mode of patient transport changes due to vehicle failure or malfunction, the CONTRACTOR will require that ambulance personnel on vehicle(s) which fail and the personnel on vehicle(s) which transport(s) the patient submit distinct separate prehospital report forms regarding the medical care the patient received by each ambulance crew.

3.12 In addition to dedicated ALS Ambulances, CONTRACTOR may provide ambulances staffed and equipped at the Basic Life Support (BLS) level. BLS Ambulances may be utilized for pre-arranged sub-acute patients, and may only respond to a Medical Emergency or Scene Call per AGENCY Policies, Procedures, and Protocols. In each instance in which a BLS Ambulance is utilized for a Medical Emergency or Scene Call, the CONTRACTOR shall submit an Unusual Occurrence Report Form to AGENCY that at a minimum shall indicate: the reason or suspected reason(s) there were no ALS Ambulances available, the status of alternate ALS Ambulances which could have reasonably been requested, and what efforts were made to expedite use of an ALS ambulance for the transport.

3.13 An ALS Ambulance may not be used for scheduled non-emergency interfacility transfer unless the Authorized EMS Dispatch Center has released the ambulance for non-emergency use upon a determination that there are adequate ALS Ambulance resources staffed and immediately available to meet the needs of the Posting Plan.

3.14 CONTRACTOR agrees to designate an EMT-P approved by the AGENCY to act as Training Officer

who shall oversee the required training and orientation of all new EMT-~~I~~s and EMT-Ps employed by the CONTRACTOR, and shall submit a written evaluation of each new EMT-~~I~~ and EMT-P verifying orientation requirements have been completed. The Training Officer shall attend scheduled training meetings as required by the AGENCY. These orientation requirements shall include the MCI Plan, all local policies and procedures, and any additional training required by the AGENCY.

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

3.15 CONTRACTOR agrees to designate an EMT-P approved by the AGENCY, to function as a Liaison between the CONTRACTOR and the AGENCY to perform internal quality improvement per AGENCY policies, assist in the investigation of unusual occurrences as identified by the AGENCY, and attend scheduled Liaison meetings as required by the AGENCY. A single individual may fill the roles of the Training Officer and EMT-P Liaison (referenced above) if the CONTRACTOR obtains approval of the AGENCY.

3.16 CONTRACTOR agrees to abide by the current Posting Plan.

3.17 CONTRACTOR shall respond to all requests for Standby at hazardous materials incidents made at the request of the Incident Commander. A BLS Ambulance may perform such Standbys, but approval by the Base Hospital is required prior to the transport of any patient that may arise as a result of said Standby.

3.17.1 CONTRACTOR may submit a bill for the Standby services in the form and manner prescribed by the requesting agency. CONTRACTOR acknowledges that payment for said services is contingent upon recovery of the costs of said hazardous materials response.

4 - COMMUNICATION/DISPATCH STANDARDS

4.1 CONTRACTOR shall maintain a written Contract with the Authorized EMS Dispatch Center during the term of this AGREEMENT. Contract must be executed prior to execution of this AGREEMENT.

4.2 CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's ambulances all such radio

and telecommunications equipment as is determined through AGENCY policy to be necessary for the effective and efficient dispatch of ambulances.

4.3 CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's ambulances all such radio and telecommunications equipment as is deemed by AGENCY policy to be appropriate for transmission of voice communications for medical direction by base hospitals designated by the AGENCY.

4.4 CONTRACTOR agrees to be financially responsible for installation, purchase/rental, and maintenance of radio equipment as stipulated under Paragraphs 4.2 and 4.3 above.

~~4.5 In order to defray the cost of providing Medical Emergency ambulance dispatch services for Scene Calls in Calaveras County, the Contractor agrees to pay the Authorized EMS Dispatch Center the percentage share of such costs based upon the number of EMS requests generated in Contractor's Ambulance Zone.~~

~~4.5.1 During the first year of the Agreement, the amount specified for Contractor's Ambulance Zone in the RFP shall be paid by the CONTRACTOR to the Authorized EMS Dispatch Center within forty five (45) days of the beginning of each quarter. The first payment will be due within forty five (45) days following July 1, 2005.~~

~~4.5.2 Starting on July 1, 2006 and annually thereafter, the payment period and calculation of each payment shall be based upon the total number of Scene Calls from the previous twelve (12) month period.~~

~~4.5.3 The total number of Scene Calls (regardless of whether the call resulted in a transport and including Mutual Aid Scene Calls to areas outside Calaveras County) in the previous twelve month period shall be multiplied times \$22.00 to calculate the total amount owed to the Authorized EMS Dispatch Center.~~

~~4.5.4 The percentage of the total number of Scene Calls dispatched for each Ambulance Zone will be calculated (rounded off to a whole number).~~

~~4.5.5 The Authorized EMS Dispatch Center will bill Contractor at the beginning of each quarter, based upon the above formula that results in Contractor paying the percentage of the total amount that can be attributed to the dispatch of Scene Calls within Contractor's Ambulance Zone (plus mutual aid calls outside of~~

Calaveras County e.g. Bear Valley).

~~4.5.6 Contractor shall pay the Authorized EMS Dispatch Center within forty five (45) days of receiving an invoice.~~

4.65 CONTRACTOR shall establish policies and ensure that a mechanism exists that ensures that, upon receipt of a private request for ambulance services for a Scene Call, pertinent information including callback number, location, and nature of the incident is ascertained and the call immediately transferred to the Authorized EMS Dispatch Center.

4.76 In the event of a disaster or state of emergency as determined by the AGENCY, CONTRACTOR shall ensure that all Medical Emergency and Non Medical Emergency Ambulance Services will only be provided with approval of the Authorized EMS Dispatch Center.

4.87 Automatic Vehicle Locators are not required as of the effective date of this AGREEMENT. However, CONTRACTOR agrees that while Automatic Vehicle Locators (AVLs) are not currently required, annual evaluation of the need, cost, and technological feasibility and benefit will be conducted by the AGENCY and reviewed by the EMSOC. If such an annual review, or any sentinel event that triggers such a review results in a recommendation by the EMSOC that AVLs be required, then CONTRACTOR agrees to participate in such a system and pay the monthly fees associated with such a system.

5 - EQUIPMENT & SUPPLY STANDARDS

5.1 CONTRACTOR shall ensure that each Ambulance carries equipment and supplies pursuant to AGENCY policy. Vehicles, equipment, and supplies shall be maintained in clean, sanitary, and safe mechanical conditions at all times.

5.2 All ambulance vehicles shall, as a minimum, meet the Federal KKK-A-1822 and Title 13, California Code of Regulations standards in effect at the time of original manufacture. CONTRACTOR shall have and maintain the required inventory on each ambulance used for patient care and transport as specified by AGENCY

policy.

5.2.1 Ambulances shall not be kept in service to respond to Medical Emergencies when the vehicle mileage exceeds 250,000 miles without the approval of the AGENCY. Ambulances regularly scheduled as CONTRACTOR's primary response vehicle shall not be allowed to retain primary response status after exceeding 200,000 miles.

5.3 The AGENCY Medical Director or his/her agent(s) may at any time, without prior notice, inspect CONTRACTOR's ambulances in order to verify compliance with this AGREEMENT. An inspection may be postponed if it is shown that the inspection would unduly delay an ambulance from responding to an ambulance request. A memorandum of the inspection specifying any deficiencies, date of inspection, ambulance number, and names of participating crew shall be provided to the CONTRACTOR. CONTRACTOR must show proof of correction for any deficiencies noted in said memorandum of inspection as specified by the AGENCY. A deficient ambulance may be immediately removed from service if, in the opinion of the EMS Medical Director or his/her agent(s), the deficiencies are a danger to the health and safety of the public or if the deficiencies in a previously issued memorandum of inspection have not been corrected in the time specified. AGENCY agrees to place any unit that has been removed from service back in service immediately following the documented correction of the defined deficiency.

5.3.1 Upon a determination by AGENCY that it is necessary to remove one or more of CONTRACTOR's ambulances from service to protect the health and welfare of the public, AGENCY may request that an Authorized Ambulance Provider other than CONTRACTOR, provide Ambulance Services within CONTRACTOR's Ambulance Zone on a temporary basis only if the CONTRACTOR cannot supply a mechanically sound, staffed, or equipped ambulance.

5.4 CONTRACTOR shall develop and maintain a fleet management plan; maintain a record of the preventative maintenance, repairs and strategic replacement of equipment and vehicles; and shall make such plan and records available to the AGENCY upon request.

5.5 Upon the effective date of this AGREEMENT and annually thereafter, CONTRACTOR shall submit to the AGENCY an inventory of all ambulances, equipment, and facilities utilized by CONTRACTOR under this AGREEMENT.

6 - PERSONNEL STANDARDS

6.1 When providing Ambulance Services, an Ambulance shall be staffed in accordance with AGENCY policy.

6.2 CONTRACTOR shall maintain a current list of certified or licensed personnel currently employed, including their addresses, phone numbers, qualifications, certificates, and licenses with expiration dates.

CONTRACTOR shall provide AGENCY with list of personnel upon request.

~~6.2.1. Upon request, CONTRACTOR shall provide AGENCY with all the information listed in 6.2 of this AGREEMENT.~~

6.3 CONTRACTOR shall ensure that all employees providing patient care, comply with training requirements as established by the State of California and the AGENCY for their level of certification.

6.4 CONTRACTOR shall have a policy that prohibits CONTRACTOR's employees from performing any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit CONTRACTOR's employees from performing such services under the influence of any other substances, including prescription or non-prescription medications, which impairs their physical or mental performance.

6.5 CONTRACTOR shall not schedule any field personnel to exceed forty-eight (48) consecutive hours on-duty without an intervening twelve (12) hours off duty. Exceptions may be permitted upon a determination by CONTRACTOR that regularly scheduled replacement staff is unavailable. Under such circumstances, a shift of seventy-two (72) hours may be permitted, but the subsequent intervening off-duty interval must be no less than forty-eight (48) hours. CONTRACTOR shall maintain on Extended Shift Log that documents each instance that field staff is on duty for more than fifty (50) hours. Said Log shall be available for inspection by the AGENCY

upon request.

6.6 CONTRACTOR shall provide the AGENCY with CONTRACTOR's current personnel policy and procedure manual(s) upon request which shall address, at a minimum, staffing and shift scheduling, avoidance of crew fatigue, crew quarters, conduct at a scene, conduct in relation to first responder personnel, conduct during patient care management, patient refusal of service procedure, contact with base hospital(s), use of safety apparel, identification, driver training, and company orientation.

6.7 CONTRACTOR shall ensure that all personnel wear appropriate uniform attire and comply with local public safety agency standards for grooming.

6.8 CONTRACTOR shall have in place policies that require EMS personnel to follow all AGENCY Policies, Procedures, and Protocols.

6.9 CONTRACTOR shall require that patient care records be completed by CONTRACTOR's personnel per AGENCY policy.

6.10 CONTRACTOR shall require that all Advanced Life Support personnel have successfully completed courses in Advanced Cardiac Life Support, and either Pediatric Emergencies for Prehospital Personnel or Pediatric Advanced Life Support, and either Basic Trauma Life Support or Prehospital Trauma Life Support within 18 months of being hired. Those personnel that have already completed said courses (or equivalent) and maintain certification with the required course updates at two-year intervals, shall not be required to retake the original course. All ALS personnel shall be required to recertify in the above courses every two-years. Such recertification courses must be approved by AGENCY.

~~6.11 CONTRACTOR shall ensure that the percentage of scheduled Full Time field personnel is never reduced by more than ten percent (10%) compared to the percentage of Full Time personnel described in CONTRACTOR's Proposal. Any deviation from this percentage may only be permitted upon approval of the AGENCY.~~

~~6.12 CONTRACTOR shall secure its staff from amongst the current employees of Valley Springs Ambulance,~~

~~San Andreas Ambulance, and American Medical Response, Calaveras Division, who meet CONTRACTOR employment standards, and that such staff be integrated into the CONTRACTOR'S organization so as to recognize and credit staff for Calaveras County years of service as consistent with existing Memorandums of Understanding and labor agreements as possible.~~

7 - AMBULANCE STATIONS/CREW QUARTERS

7.1 CONTRACTOR agrees to maintain a crew quarters at any location where ambulance crews or student/trainees are normally scheduled to work shifts exceeding twelve (12) hours.

7.2 Ambulance crew quarters, at locations where ambulance crews are normally scheduled to work shifts exceeding twelve (12) hours, shall include security, shower, toilet, kitchen, day room, sleeping facilities, and shall be maintained in a safe and clean condition.

7.3 CONTRACTOR shall post at each station all notices from the AGENCY directed to field personnel on an EMS bulletin board. In addition, the CONTRACTOR agrees to have an updated AGENCY Policies and Procedures Manual available at each station and accessible by all personnel.

8 - RECORDS/REPORTS

8.1 CONTRACTOR shall complete financial records in an auditable form and content according to accepted accounting practices. Financial records shall include all costs, expenses, expenditures, revenues, accounts receivable, and billings pertinent to performance of this AGREEMENT and shall be made available to the AGENCY for inspection at CONTRACTOR's site(s) upon request. The AGENCY shall protect the financial records and any information taken therefrom as confidential and shall not disclose such records or information except as required by law.

8.2 All records maintained pursuant to this AGREEMENT shall be available for inspections, audit, or examination by the AGENCY or by their designated representatives, and shall be preserved by CONTRACTOR for at least three (3) years from the termination of this AGREEMENT. CONTRACTOR's financial records shall not be made available to parties or persons outside the AGENCY without CONTRACTOR's prior written consent, unless disclosure

is required by a subpoena or other legal order compelling disclosure.

8.3 Upon written request of the AGENCY, CONTRACTOR shall prepare and submit written reports on any incident arising out of services provided under this AGREEMENT. AGENCY recognizes that any report generated pursuant to this paragraph is confidential in nature and shall not be released, duplicated, or made public without the written permission of CONTRACTOR or upon request to AGENCY by a subpoena or other legal order compelling disclosure.

8.4 CONTRACTOR shall provide Patient Care Record (PCR) information in an electronic format for each call that requires the generation of a Patient Care Record by ambulance personnel per AGENCY policy, on a ~~monthly~~ daily basis. The daily submission of electronic PCR information shall include data no later than three (3) working days following the date of the call (excluding weekends and holidays). Submission of PCR information shall continue monthly until such time AGENCY and CONTRACTOR are compatible and capable of daily transmission and; final protocols are established for transmission including addendums and corrections. Electronic PCRs shall utilize, at a minimum, the CEMISIS-a data set and data dictionary that meet the requirements established and any other data elements requested by the AGENCY. PCRs shall be delivered to the emergency department at the time of patient delivery per AGENCY policy at least 90% of the time during any three-month period. Nothing herein shall be construed to require CONTRACTOR to violate any applicable state or federal law governing patient confidentiality and, in the event of any conflict between this agreement and any such law, applicable law shall control.

8.5 CONTRACTOR shall maintain and make available to the AGENCY for inspection, audit, or examination, records of field personnel staff schedules.

8.6 CONTRACTOR agrees that, as part of the AGENCY's responsibility to ensure quality of service, the AGENCY may publish periodic reports related to CONTRACTOR's performance under this AGREEMENT.

8.7 CONTRACTOR shall provide additional information and reports as the AGENCY may require to monitor the performance of the CONTRACTOR under this AGREEMENT.

8.8 CONTRACTOR agrees to treat all requests for information/data in any form by AGENCY as highest priority and to ensure full cooperation is extended to AGENCY by CONTRACTOR to complete such requests for information/data without delay. For each call, transport, or account wherein CONTRACTOR fails to furnish required information, the AGENCY may, at the AGENCY's option, impose upon CONTRACTOR a \$500 penalty. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond CONTRACTOR's reasonable control. Simple loss of records and problems with CONTRACTOR's own computer systems shall not be considered beyond CONTRACTOR's reasonable control.

9 - INSURANCE

9.1 Without limiting the County or the AGENCY's right to obtain indemnification from the CONTRACTOR or any third parties, subject to the CONTRACTOR's right to seek subrogation for indemnification paid to the County and AGENCY under the AGREEMENT and to the extent such indemnification is paid pursuant to this paragraph, the CONTRACTOR, at CONTRACTOR's sole expense, shall maintain or cause to be maintained in full force and effect the following insurance throughout the term of the AGREEMENT:

9.1.1 For the CONTRACTOR's local operation in Calaveras County - combined public liability, general liability, bodily injury and property damage liability insurance in the amount of not less than five million dollars (\$5,000,000) in coverage for each occurrence;

9.1.2 Medical liability insurance and automobile liability insurance, in an amount of not less than one million dollars (\$1,000,000) in coverage for any injury or death arising out of any one (1) occurrence, and each of said insurance coverage shall have an annual aggregate limitation of not less than \$2,000,000.

9.1.3 Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the CONTRACTOR's personnel who will be assigned to the performance of the AGREEMENT by the CONTRACTOR in accordance with the California Labor Code.

9.2 Such insurance policies shall name the County, its officers, agents, and employees, and the AGENCY, its officers, agents and employees, as an additional named insured (except for worker's compensation insurance). Such coverage for said additional named insured shall be primary insurance and any other insurance, or

self-insurance, maintained by the County, its officer, agents, and employees, the AGENCY, its officers, agents and employees, shall be secondary and excess only and not contributing with insurance provided under the CONTRACTOR's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days written notice given to the AGENCY and the County . If such insurance policies have a deductible, or if a Self-Insured Retention has a deductible, such deductible shall be in an amount not less than ten thousand dollars (\$10,000) per occurrence.

9.3 CONTRACTOR shall provide certificates of insurance on the foregoing policies as required herein to the AGENCY annually, which state or show that such insurance coverage has been obtained and is in full force and effect.

9.4 AGENCY, at its sole expense, shall maintain or cause to be maintained in full force and effect, general liability insurance in an amount of not less than \$1,000,000 in coverage for each occurrence and an annual aggregate limitation of not less than \$2,000,000. AGENCY shall provide CONTRACTOR, upon CONTRACTOR's request, a certificate of insurance stating that such insurance coverage has been obtained and is in full force and effect.

10 - INDEMNIFICATION

10.1 CONTRACTOR shall defend, indemnify, save and hold harmless the AGENCY and it's officers, employees and agents, and each of them, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from any negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or employees in connection with the performance of this AGREEMENT.

10.2 CONTRACTOR shall save and hold harmless AGENCY and the County and their officers, employees and agents, from any and all liability for damages, including, but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or

persons, and for damages to property, arising from or out of any negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or employees in the performance of the AGREEMENT.

10.3 CONTRACTOR's obligation to defend, indemnify, and hold the AGENCY and the County , and their agents, officers, and employees harmless under the provisions of the paragraphs in this section is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

10.4 AGENCY agrees to defend, indemnify, save and hold harmless the CONTRACTOR and it's officers, employees and agents, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, any negligent or wrongful act or omission of AGENCY or its agents, officers, or employees in connection with the performance of this AGREEMENT by AGENCY or AGENCY's agents, officers, or employees.

10.5 AGENCY shall save and hold harmless CONTRACTOR and its officers, directors, shareholders, agents, and employees, from any and all liability for damages, including but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons and for damages to property arising from or out of AGENCY's promulgation of official rules, regulations, or AGENCY Policies and Procedures not in existence as of the date of this AGREEMENT.

10.6 CONTRACTOR shall defend, indemnify and hold harmless the AGENCY and the County , and their officers, employees and agents, and each of them, from any claim, action, or proceeding arising as a result of the rights granted pursuant to this AGREEMENT. The AGENCY shall promptly notify CONTRACTOR of any such claim, action, or proceeding and shall cooperate fully in the defense of any and all such claims, actions or proceedings.

11 – TRANSITION PLANNING

11.1 CONTRACTOR is aware that, periodically, the AGENCY will initiate a competitive procurement process for the award of CONTRACTOR's Ambulance Zone. In case this action is taken and CONTRACTOR is not the successful Bidder, there will be a transition of Ambulance Service Providers.

11.2 Should CONTRACTOR fail to win the bid in a subsequent bid cycle, or should CONTRACTOR be found in Material Breach of Contract as described in Section 16.2.3, the CONTRACTOR shall continue to provide all services at the same level of effort and performance required under this AGREEMENT until the subsequent winning Bidder takes over the provision of Ambulance Services.

12 - NON-DISCRIMINATION

12.1 AGENCY and CONTRACTOR shall abide by all Federal and State non-discrimination laws regarding governmental agency Contracts and sub-Contracts as outlined in the Non-Discrimination Statement below: During the performance of this AGREEMENT, AGENCY and CONTRACTOR and their Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. AGENCY, CONTRACTOR, and their Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the applicable regulations of the Fair Employment and Housing Commission. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. AGENCY, CONTRACTOR, and their Subcontractors shall give written notice of their obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement. AGENCY and CONTRACTOR shall include the non-discrimination and compliance provisions of this paragraph in all Subcontracts to perform work under the AGREEMENT.

13 - RESPONSE COMPLIANCE PENALTIES/EXCEPTIONS

13.1 Penalty Charges for Code Three calls shown below in sections 13.3.1, 13.3.2 and 13.4 shall not be in effect unless the EMSOC determines that CONTRACTOR has not demonstrated an acceptable level of effort to meet the Response Time and Chute Time requirements referenced therein. The EMSOC shall also determine the penalty amount up to the maximum penalties described in 13.3.1, 13.3.2, and 13.4.1. Upon determination by AGENCY that CONTRACTOR has failed to comply with the Response Time or Chute Time compliance and failed to reasonably act to correct such deficiencies, the EMSOC shall be presented with the evidence of said failure during an EMSOC meeting. CONTRACTOR shall receive at least ten (10) days notice of such meeting and receive copies of any documentary evidence to be presented to the EMSOC at least ten (10) days in advance and shall have an opportunity to respond at the meeting. Based upon the findings of the EMSOC concerning the seriousness of the AGENCY's claim, the EMSOC shall determine whether CONTRACTOR must pay penalties as shown in sections 13.3.1, 13.3.2 and 13.4.1 for either past or ongoing Compliance Periods. Any penalty imposed for past Compliance Periods shall be limited to those periods for which non-compliance was demonstrated by the presentation of evidence at an EMSOC meeting. The EMSOC may also impose penalty charges for future Compliance periods that do not meet Response Time and Chute Time compliance requirements. No Contractor shall be required to pay such charges unless determined to have been in non-compliance as a result of the foregoing process.

13.2 ~~CONTRACTOR shall be responsible for complying with the Response Time Compliance requirements developed following the collection of data during the first year of service. Response Time Compliance requirements will be developed by the AGENCY with input from the EMSOC and the CONTRACTOR. Upon the development of said Response Time Compliance requirements, they shall be added as an attachment to this AGREEMENT. CONTRACTOR shall ensure that the response time for all Code 3 ALS ambulance responses are met 90% of the time at 20 minutes in the North and South Zones as measured from the "Time of Dispatch" until "At Scene, On Scene".~~

13.2.1 CONTRACTOR shall endeavor to meet the ALS ambulance responses times for all Code 3 ALS ambulance responses, for all response grids in the North and South Zones identified in Appendix A.

13.3 ~~At such time as Response Time Requirements have been added as an attachment to the AGREEMENT, and the process described above is followed to determine that~~ CONTRACTOR ~~should~~ may have fines imposed, if so determined by the EMSOC as identified in Section 13.1, for failure to meet Response Time Requirements, CONTRACTOR agrees to pay penalty charges for each Code Three call that has an excessive Response Time within the CONTRACTOR's respective areas as follows:

13.3.1 Individual Code-Three responses within each Response Time Compliance Area – up to \$100.00 for each minute that is 30% higher (rounded off to whole minutes) than the Response Time Compliance requirement for that area. Any monies owed for the accumulation of penalty charges in this section shall be due at the conclusion of the area's respective Compliance Period.

13.3.2 CONTRACTOR agrees to pay penalty charges for Response Time Compliance Areas for any Compliance Period when Response Time compliance is not met 90 percent of the time up to the following amounts as established by the EMSOC:

13.3.2.1 Payment of a penalty charge up to \$1000.00 for failure to achieve the 90 percent requirement for Response Times within the Compliance Period; and

13.3.2.2 Payment of a penalty charge of up to \$250.00 for each tenth of one percent (.1%) below the 90 percent requirement for Response Times. (e.g. At the maximum, the penalty charge for a compliance of 89.8% in a given Compliance Period would be \$500.00 for being two tenths of a percent below 90%, plus \$1000.00 for being below 90 percent for a total charge of \$1,500.00 for a Compliance Period in a Response Compliance Area).

13.4 CONTRACTOR agrees to pay penalty charges for failure to meet Chute Time requirements as measured by all Code Three calls within CONTRACTORS Zone for the consecutive number of months required to tally a minimum of 500 Code Three calls up to the following amount as established by the EMSOC:

13.4.1 Payment of a penalty charge of up to \$1000.00 for failure to achieve the 90 percent requirement for Chute Times.

13.4.2 Payment of a penalty charge of up to \$250.00 for each tenth of one percent (1%) below

the 90 percent requirement for Chute Times.

13.5 Upon a determination that CONTRACTOR's has been assessed a penalty based upon sections 13.3.1, 13.3.2 or 13.4, charges shall be paid to the AGENCY within sixty days of CONTRACTOR's receipt of notice of the amount owed. Said penalty charges shall be used by the AGENCY for enhancement of the EMS system as determined by the EMSOC.

13.6 Exceptions to paying a penalty charge may be granted by the AGENCY on a per call basis by request of the CONTRACTOR and upon review and investigation by AGENCY. Good cause for exceptions shall be determined by the AGENCY. The burden of proof that there is good cause for an exception shall rest with CONTRACTOR. These exceptions include but are not limited to the following:

13.6.1 Response canceled prior to arrival on-scene, unless the Response Time exceeds the Response Time standard prior to cancellation. Should this occur, the call shall be included in response compliance calculations.

13.6.2 Changes to Response Codes enroute to the scene, except in those cases in which the response has been reduced below Code Three after exceeding the response time standard. Should this occur, the call shall be included in the response compliance calculations and the per minute penalty charge as described in section 13.3.1 and 13.3.2 shall be assessed for the time that has exceeded the standard and measured until the call was reduced to below Code Three.

13.6.3 Documented difficulties arriving on-scene limited to: physical obstruction, for example, stopped traffic caused by the incident to which the ambulance is responding. CONTRACTOR is responsible for providing documentation to validate difficulty arriving on-scene.

13.6.4 Intensely inclement weather that creates a driving hazard due to lack of visibility (for example, thick fog, snow, or torrential downpour). Criteria for AGENCY approval of this exception are as follows:

13.6.4.1 CONTRACTOR provides documentation of weather problems during the time of the emergency request(s).

13.6.4.2 AGENCY shall randomly verify weather conditions for a sample of these exception

requests and determine whether the response time requirement could have reasonably been met without the inclement weather conditions based upon the distance traveled by responding ambulance.

13.6.5 Delays in ambulance response or arrival On Scene due to incorrect or unavailable information.

13.6.6 Delays in ambulance response within CONTRACTOR's operating area due to being posted outside CONTRACTOR's operating area by the direction of the Authorized EMS Dispatch Center.

13.6.7 The on scene time of a Quick Response Vehicle may be used to calculate response time compliance, if approved by the AGENCY.

13.7 CONTRACTOR agrees to pay a penalty charge of \$1000.00 for each false arrival time if CONTRACTOR's management level employees are found to willfully and knowingly encourage or allow the false reporting of any time used to measure Chute Time or Response Time compliance either to the Authorized EMS Dispatch Center or to the AGENCY.

13.8 If it is reported to the AGENCY that any of CONTRACTOR's employees have willfully and knowingly reported any false dispatch time used to measure Response Time compliance, AGENCY shall investigate such allegations and take such action as is deemed appropriate by AGENCY within the limits allowed by the relevant statutes and regulations. CONTRACTOR agrees to utilize CONTRACTOR's progressive disciplinary policies as determined to be appropriate for any employee found by AGENCY to have reported such false dispatch times.

13.9 If CONTRACTOR is unable to respond an ALS Ambulance to a Code Three call within the Contract area in which the Authorized Dispatch Center determined that there was a need for ALS Services and refers that call to a BLS Ambulance or fails to respond any ambulance, there will be a \$500.00 penalty charge for each such occurrence unless waived by the AGENCY for good cause.

14 - COMPENSATION/FEEES/SECURITY BONDS

14.1 The revenue premise for this AGREEMENT is a traditional fee-for-service system for all Ambulance

Services. There will be no general subsidy offered as part of this AGREEMENT. CONTRACTOR agrees to provide AGENCY with current fee schedule, upon request.

~~14.2—CONTRACTOR shall charge no more than the charges authorized under Contract with the AGENCY. These rates shall be based upon the rates submitted by the CONTRACTOR in their Proposal and shall be the maximum allowable rates for a period of two years. Thereafter, adjustments to this rate structure may be authorized annually by AGENCY, based on percentage changes in the Medicare allowable reimbursement rate. All other changes to the rate structure must be approved by the County Board of Supervisors based on substantial documentation of need. The CONTRACTOR shall have the burden of providing proof of the need to raise such rates, and shall be responsible to pay any costs associated with any audit conducted in an effort to provide such proof.~~

14.32 The CONTRACTOR must obtain and maintain in full force and effect, throughout the term of the AGREEMENT, performance security in the amount of one hundred thousand dollars (\$100,000) in one of the following forms:

14.32.1 A performance bond issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the AGENCY. In addition, such performance bond shall:

14.32.1.1 Be payable to Mountain-Valley EMS Agency;

14.32.1.2 Be for a term of at least one (1) year, and any extension(s) of the term of

such bond shall be for terms of at least one (1) year each;

14.32.1.3 Secure the full and faithful performance of all of CONTRACTOR's

obligations under the AGREEMENT; and

14.32.1.4 Specifically recite and accept the AGREEMENT's requirements that the

bonding company shall immediately release performance security funds to the AGENCY. The AGENCY's presentation

of documentary evidence that the AGENCY Board of Directors or AGENCY Medical Director made the determination that CONTRACTOR is in Material Breach pursuant to provisions set forth herein, and the CONTRACTOR's Material Breach is a threat to the public health and safety.

14.32.2 An irrevocable standby letter of credit issued pursuant to this Section. Such irrevocable standby letter of credit, including the bank issuing the letter of credit, shall be acceptable in form and content to the AGENCY. In addition, such irrevocable standby letter of credit shall:

14.32.2.1 Be payable to the Mountain-Valley EMS Agency;

14.32.2.2 Be issued by a bank doing business in California;

14.32.2.3 Be for a term of at least one (1) year, and any extension(s) of the term of such letter of credit shall be for terms of at least one (1) year each;

14.32.2.4 Specifically recite and accept the AGREEMENT's requirements that the bank shall immediately release performance security funds to the AGENCY upon the AGENCY's presentation of documentary evidence that the AGENCY Board of Directors or AGENCY Medical Director, made the determination that CONTRACTOR is in Material Breach pursuant to provisions set forth herein, and the CONTRACTOR's Material Breach is a threat to the public health and safety.

14.43 There shall be no reimbursement from the AGENCY for services provided pursuant to this AGREEMENT except as provided pursuant to separate agreements.

15 - CONTRACT PERFORMANCE/TERM OF AGREEMENT

15.1 This AGREEMENT is an AGREEMENT by and between AGENCY and CONTRACTOR and is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture, or association.

15.2 Amendments or modifications to the provisions of this AGREEMENT may be initiated by any party hereto and may only be incorporated into this AGREEMENT upon the mutual consent of all PARTIES and must be in

writing.

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

15.4 If any portion of this AGREEMENT is deemed contrary to law by a court of law, that fact shall in no way affect the remaining portions and provisions of this AGREEMENT which shall remain in full force.

15.5 This AGREEMENT shall not be deemed to have been made for the implied benefit of any person who is not a party hereto.

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

15.7 Neither AGENCY nor CONTRACTOR shall assign this AGREEMENT to another party without obtaining the prior written consent of all other parties to this AGREEMENT.

15.8 The terms of this AGREEMENT shall be in full force and effect for a period of five (5) years beginning on the date first stated above, unless otherwise terminated or modified pursuant to the terms of the AGREEMENT or if upon written notice by either PARTY, that renegotiation of the AGREEMENT is desired. The AGREEMENT may be reviewed annually, and all PARTIES shall be under a duty to act in good faith to renegotiate the AGREEMENT on an annual basis if any PARTY expresses a need for such renegotiation. Such renegotiation shall not result in termination of this AGREEMENT. ~~This AGREEMENT may be renewed for an additional five (5) years upon a finding by AGENCY and EMSOC that the CONTRACTOR has provided exceptional service while meeting the requirements of this AGREEMENT.~~

16 - BREACH/DEFAULT/TAKEOVER

16.1 Upon a determination by the AGENCY Medical Director that CONTRACTOR is in Material

Breach that immediately threatens the public health and safety, CONTRACTOR may be required to immediately discontinue operations, forfeit to the AGENCY the performance security, and turn over to the AGENCY the CONTRACTORS equipment.

16.2 If the AGENCY determines that CONTRACTOR is in Material Breach, but the continued operation of CONTRACTOR does not appear to be an immediate threat to the public health and safety, the following process shall be followed:

16.2.1 AGENCY shall provide CONTRACTOR written notification of the Material Breach, and CONTRACTOR shall have sixty (60) days to correct said breach;

16.2.2 If the Material Breach is not corrected within sixty (60) days, or if CONTRACTOR disputes the finding of Material Breach, the matter shall be presented to the AGENCY Board of Directors at the next Board of Directors meeting.

16.2.3 If the AGENCY Board of Directors determines that a Material Breach has occurred and the health and safety of the public would not be endangered by allowing the CONTRACTOR to continue its operations, the AGENCY Board of Directors may direct the AGENCY to prepare a Request for Proposal (RFP) for the selection of an Ambulance Service provider for CONTRACTOR's service area(s).

16.2.4 If the AGENCY Board of Directors determines that a Material Breach has occurred and that the public health and safety would be endangered by allowing CONTRACTOR to continue operations, the CONTRACTOR shall forfeit to the AGENCY the performance security and turn over to the AGENCY the CONTRACTORS equipment as described below.

16.2.5 CONTRACTOR shall cooperate fully with AGENCY to affect an immediate takeover by AGENCY of CONTRACTOR'S equipment and vehicles as described in this AGREEMENT. Upon a determination by the AGENCY Board of Directors that a Material Breach has occurred as described herein, a takeover of said equipment may be implemented at any time.

16.2.6 All of CONTRACTOR's vehicles and related property in Calaveras County, including, but

not limited to, dispatch and medical equipment, supplies and facilities necessary for the performance of services utilized in the performance of this AGREEMENT shall be deemed assigned to AGENCY for a maximum of ninety (90) days. CONTRACTOR shall promptly deliver to AGENCY all vehicles and equipment utilized in the performance of this AGREEMENT including, but not limited to, ambulances, quick response vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff, maintenance facilities, and communications equipment. CONTRACTOR's assignment to AGENCY shall include the number of vehicles used by CONTRACTOR'S System Status Plan for the peak hour of the day, peak day of the week, for Ambulance Services under the terms of this AGREEMENT. Each vehicle shall be equipped at a level in accordance with its utilization in CONTRACTOR'S System Status Plan and in accordance with EMS Agency Policies, Procedures, and Protocols, including all supplies necessary for minimum stocking levels of such vehicles.

16.2.7 CONTRACTOR shall be required to deliver the above delineated vehicles and equipment to AGENCY in mitigation of any damages to AGENCY resulting from CONTRACTOR'S breach. AGENCY shall also be entitled to utilize, at CONTRACTOR'S cost, all other services and supplies of CONTRACTOR or available to CONTRACTOR not previously addressed, including: billing services, vehicle maintenance, and management advice as requested by the AGENCY. ~~administrative consulting, and management services.~~ CONTRACTOR shall assign all applicable service, supply, or other agreements to AGENCY or, if such agreements require consent for assignment, shall use its best efforts to obtain such consent. CONTRACTOR'S delivery to AGENCY of all items listed in 16.2.5, 16.2.6, and 16.2.7, shall be provided by CONTRACTOR at no cost to AGENCY. AGENCY shall return all equipment listed in 16.2.5, 16.2.6 and 16.2.7 to CONTRACTOR within ninety (90) days of receipt of said equipment.

16.2.8 Consistent with the above provisions, CONTRACTOR shall cooperate completely and immediately with AGENCY to effect an immediate takeover by AGENCY of CONTRACTOR'S operations. Such takeover shall be effective immediately or within not more than seventy-two (72) hours, after such finding of Material Breach that threatens the public health and safety as determined by the AGENCY Board of Directors, or the AGENCY Medical Director. The AGENCY shall attempt to keep whole the existing staff and operations until such time as either a

Request for Proposal can be issued and a new Contractor secured or another alternative method of ensuring the continuation of services can be implemented. The CONTRACTOR shall not be prevented from disputing any such finding of Material Breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the AGENCY.

16.2.9 These provisions are specifically stipulated and agreed to by both PARTIES as being reasonable and necessary for the protection of the public health and safety, and any legal dispute concerning the finding that a Material Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the AGENCY'S access to the performance security funds or to CONTRACTOR'S equipment.

16.2.10 CONTRACTOR'S cooperation with and full support of such emergency takeover shall not be construed as acceptance by the CONTRACTOR of the finding of Material Breach, and shall not in any way jeopardize CONTRACTOR'S right to recovery should a court later find that declaration of Material Breach was made in error. However, failure on the part of CONTRACTOR to cooperate fully with the AGENCY to effect a safe and smooth takeover of operations shall itself constitute a Material Breach of this AGREEMENT, even if it was later determined that the original declaration of Material Breach was made in error.

16.2.11 Such forfeit of performance security and delivery of equipment and facilities shall not preclude AGENCY from pursuing any other remedy it may have against CONTRACTOR or seeking and recovering indemnity against CONTRACTOR in the event of CONTRACTOR's Material Breach of the AGREEMENT.

16.2.12 The AGENCY Board of Directors shall be the final authority for the County under this section. If the AGENCY Board of Directors declared the CONTRACTOR to be in Material Breach, as identified in Section 1.33 of this AGREEMENT, on grounds other than performance deficiencies that are determined by the AGENCY Board of Directors to be dangerous to public health and safety, the CONTRACTOR may dispute the AGENCY Board of Director's claim of Material Breach without allowing takeover of operations by the AGENCY prior to legal resolution of the dispute.

16.3 Any unexpended proceeds from the forfeited performance security will be retained by AGENCY for use in further enhancement of the emergency medical services system in Calaveras County.

17 - MISCELLANEOUS

17.1 There shall be no reimbursement from the AGENCY for services provided pursuant to this AGREEMENT except as provided pursuant to separate agreements.

17.2 CONTRACTOR shall whenever possible, assist the AGENCY with public education programs.

17.3 CONTRACTOR shall participate in providing field training of EMTs, EMT-Ps and MICNs through Contracts with training institutions, unless CONTRACTOR provides AGENCY with just cause for not accepting a particular student or students from a particular training institution.

17.4 CONTRACTOR agrees to assist in the first responder system by offering in-service classes at each Fire Agency within CONTRACTOR's service area each year.

17.5 CONTRACTOR shall participate in disaster drills per AGENCY request.

17.6 CONTRACTOR agrees to adopt a "billing compliance program" that ensures accurate and legal billing practices.

17.7 CONTRACTOR shall participate in a Quality Improvement program consistent with AGENCY Policies, Procedures, and Protocols.

17.8 CONTRACTOR shall re-supply all First Responders with disposable supplies, excluding pharmaceuticals, for all patients transported.

~~17.9 CONTRACTOR shall achieve and maintain for the life of the AGREEMENT, Commission on Accreditation of Ambulance Services within three (3) years of execution of this AGREEMENT.~~

17.109 Should there be a change in the AGENCY's EMS Plan that results in the need to make amendments to this AGREEMENT, the PARTIES agree to negotiate in good faith to make such changes as are mutually deemed to be necessary.

17.1~~0~~1 AGENCY agrees that all Agency Policies, Procedures, and Protocols adopted by it shall be consistent with applicable state and federal laws.

17.1~~2~~1 CONTRACTOR shall, upon request of AGENCY, assist in servicing for a period not to exceed ninety (90) days, any other Ambulance Zone within the County of Calaveras for which an Ambulance Provider Agreement has been suspended, terminated, or the number of ambulances in the other Ambulance Zone has been reduced for any reason. Response time requirements for services provided in such geographic area(s) will be waived during this period.

ATTACHMENTS

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

Exhibit-A. COUNTY Maps Zones/Grid-Quadrant Maps ~~& Demographics~~

~~Exhibit B. CONTRACTOR Maps of Station Locations as listed in proposal dated January 3, 2005, and is incorporated herein by reference and the original is on file at the Mountain Valley EMS Agency.~~

~~Exhibit C. CONTRACTOR's Preventative Maintenance Plans as listed in proposal dated January 3, 2005, and is incorporated herein by reference and the original is on file at the Mountain Valley EMS Agency.~~

Exhibit-~~D~~B. Stipulations for Interfacility Transfers

Exhibit-~~E~~C Definitions for Interfacility Transfers

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

AGENCY

By _____

Title _____

Date _____

CONTRACTOR

By _____

Title _____

Date _____

EXHIBIT - ~~DB~~

Contractors to be an Authorized Ambulance Service Provider in Calaveras County shall be eligible to share Interfacility Transfers originating from an acute care facility within Calaveras County in all cases in which CONTRACTOR is able to satisfy the following requirements of the acute care facility requesting the patient transfer:

1. CONTRACTOR is able to provide an ALS Ambulance within the time required for the type of Interfacility Transfer defined in Exhibit-E.
2. CONTRACTOR is able to provide an ALS Ambulance that has adequate oxygen to transport a patient at a specific requested liter flow throughout the duration of the transport.
3. CONTRACTOR is able to provide an ALS Ambulance with the following "non-standard" supplies/equipment if required by the Acute Care Facility: reference charts/tables which provide infusion rates/calculations based on appropriate patient weights and dosages, electronic pump and tubing capable of delivering drug infusions at specified dosages or an inverter capable of charging all medical equipment during transport.
4. If CONTRACTOR is unable to meet the requirements specified in 1. through 3. above for a specific ALS Interfacility Transfer, CONTRACTOR shall inform the Acute Care Facility within fifteen minutes of receiving the request. Upon notice that CONTRACTOR is unable to meet said requirement(s), the Acute Care Facility may seek an alternate Ambulance Provider that is able to fill the specific request to transport the patient and the alternate ALS Ambulance Provider shall not be determined to be infringing upon the ALS exclusivity of CONTRACTOR.

Exhibit EC

Definitions for Interfacility Transfers

Contractor(s) shall respond to hospital requests for interfacility transfer in the following manner and using the following definitions:

- 1) Immediate Transfer – shall mean an emergency transfer. This shall be requested when any delay in transferring the patient by ambulance could result in placing the patient’s health in immediate jeopardy. The Contractor retains a chute time requirement for these transfers just as they would for a Code-Three 911 request. Contractor is not responsible for meeting Immediate Transfer timelines on requests for Critical Care Transports.
- 2) ~~Scheduled Immediate~~ Priority Transfer - shall mean a request for an ambulance transfer at a specific time within one hour in the future. This shall be requested when a scheduled appointment requires the ambulance transfer of a patient at a specific time in order to meet scheduling requirements at a receiving facility. If the transport provider is aware at the time of request that they will be unable to ~~accomplish~~ initiate the transfer ~~at the time requested~~ within one hour they shall ~~offer to~~ arrange for an alternate transport provider. ~~The hospital shall retain the right to arrange for an alternate transport provider if the Contractor is unable to meet the timeline set for the Scheduled Immediate Transfer.~~
- 3) Delayed Transfer – shall mean a request for an ambulance transfer ~~as soon as possible~~ more than one hour in the future. ~~The transport provider shall dispatch a transfer unit promptly, as soon as the 911 system status allows.~~ A Delayed Transfer shall be requested when a scheduled appointment requires the ambulance transfer of a patient at a specific time in order to meet scheduling requirements at a receiving facility or is a pre-arranged transfer for a medically stable patient. If the transport provider is aware at the time of request that they will be unable to ~~accomplish~~ initiate the transfer within ~~60 minutes~~ the requested timeline, of the time of request, they shall ~~offer to~~ arrange for an alternate transport provider.
- 4) ~~Non-emergency Transfer~~ shall mean a ~~pre-arranged transfer for a medically stable patient. The timeliness of this type of transfer would have no~~

~~foreseeable bearing on the patient's medical condition.~~