

EMERGENCY AMBULANCE SERVICES  
ADVANCED LIFE SUPPORT TRANSPORT AND EMS  
SYSTEM PERFORMANCE SPECIFICATIONS  
AGREEMENT

COUNTY OF NAPA  
AND  
AMERICAN MEDICAL RESPONSE WEST

October 12, 2011

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- 2. Definitions And Acronyms**
- 3. Contractor’s Proposal**
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This Emergency Ambulance Services, Advanced Life Support and EMS System Performance Specifications Agreement (the "Agreement"), entered into this October 12th, 2011 date by and between the County of Napa County, a political subdivision of the State of California ("County"), and American Medical Response West, a California corporation doing business as American Medical Response ("Contractor" or "AMR") (hereinafter both County and Contractor are collectively referred to as the "parties").

## **RECITALS OF AUTHORITY**

**WHEREAS**, pursuant to state law, Division 2.5 of the Cal. Health & Safety Code, the County of Napa has designated the Napa County Health and Human Services Agency ("HHSA") to be the Local Emergency Medical Services Agency ("LEMSA") for the purpose of the administration of local EMS services; and

**WHEREAS**, Division 2.5 of the Health and Safety Code confers specific authorities and responsibilities on the LEMSA, including but not limited to oversight and management of the EMS system by establishing Exclusive Operating Areas ("EOA") and contracting for the provision of emergency ambulance services Advanced Life Support ("ALS") and non-emergency ALS services for all areas within its jurisdiction; and

**WHEREAS**, County issued the Request for Proposals for Emergency Ambulance Services, Advanced Life Support Transport, and EMS System Performance Specifications for County's one EOA (the "Request for Proposal" or "RFP"), which RFP is attached hereto as Exhibit "1" and incorporated herein by this reference; and

**WHEREAS**, the California Emergency Medical Services Authority had approved the RFP; and

**WHEREAS**, County engaged in a fair competitive process in accordance with State law and County policies and procedures; and

**WHEREAS**, on September 20, 2011 at its regular meeting, the Napa County Board of Supervisors determined that Contractor 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 consistent with the terms and conditions of the RFP and the Contractor's response thereto (the "Proposal").

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

## **ARTICLE I**

### **DEFINITIONS**

**1.1 Definitions.** For purposes of clarity and consistency, the definitions set forth in Exhibit "2" hereto shall apply to this Agreement unless the context clearly requires a different meaning.

**1.2 Statutory Definitions.** The definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1-9; California Code of Regulations, Title 13, Chapter 5, Article I and Division 2.5, Chapters 2-11 of the California Health and Safety Code, shall apply to this Agreement unless the Agreement indicates otherwise.

## **ARTICLE II**

### **TERM; EXTENSIONS**

**2.1 Term of Agreement.** This Agreement shall be effective as of 12:00 a.m. January 2, 2012, and shall be in force and effect for a period of five (5) years thereafter, until 11:59 p.m. January 1, 2017.

**2.2 Earned Extension to Agreement.** If, at the sole judgment and discretion of the County, the Contractor is deemed to be substantially in compliance with this Agreement, the County will grant an

extension of this Agreement for up to five (5) additional years. The County shall make the offer of extension by formal written notice to the Contractor at least eighteen (18) months prior to the scheduled end of the term of this Agreement.

**2.3 Notice of No Extension.** If the Contractor declines to continue providing services to the County as stipulated in the offer of extension and in accordance with the terms of this Agreement after the end of the Term, the Contractor must give notice of its intent not to extend this Agreement at least seventeen (17) months prior to the scheduled end of the term of this Agreement.

## ARTICLE III

### CORE SERVICES WITHIN EOA

**3.1 Contractor's Functional Responsibilities.** In consideration of the exclusive right to provide emergency ambulance services ALS and non-emergency ALS within the County's EOA, Contractor shall respond and provide emergency paramedic ALS ambulance services and non-emergency ALS ambulance services, as notified by the County's designated medical dispatch center. Such services shall be provided in accordance with the requirements of this Agreement, the RFP, California State law, and all regulations promulgated there under including any amendments or revisions thereof. In performing services under this Agreement, Contractor shall work cooperatively with the LEMSA staff member designated by the County Health Officer as the contract administrator (the "Contract Administrator").

**3.1.1 Basic Services.** Contractor shall also perform the following basic services to the complete satisfaction of the LEMSA:

**3.1.1.1 Around-the-Clock Services.** Contractor shall provide continuous, around-the-clock, emergency ambulance services ALS and non-emergency ALS ambulance services, without interruption throughout the term of this Agreement. Contractor shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in the EOA. Such emergency ambulance services shall be provided at the Paramedic level except for the limited exceptions of basic life support ("BLS") level transport for non-emergency Priority 3-level events and BLS transports provided by qualified subcontractors in

accordance with Section 8.5 (Permitted Subcontracting) after assessment by the Paramedic and a determination that the patient does not require ALS intervention or monitoring.

**3.1.1.2 Service Standards.** Contractor shall provide emergency ambulance services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.

**3.1.1.3 Compliance with Proposal Terms.** Unless otherwise modified or superseded herein, Contractor shall comply with all the terms of its Proposal, which is attached hereto as Exhibit "3" and incorporated herein by this reference.

**3.1.1.4 Participation in Programs.** Provided that the fiscal impact is agreed upon by Contractor and County in writing, Contractor shall participate in pilot or research programs that the EMS Medical Director and Contract Administrator may authorize from time to time. The Contract Administrator may waive standards contained in this Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the EMS Medical Director. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to County. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in this Agreement. Neither party shall unreasonably withhold its agreement to the participation in the programs if the fiscal impact is objectively reasonable.

**3.1.1.5 Exclusive Franchise Right.** Contractor shall be the sole ALS ambulance organization authorized by the LEMSA in the awarded EOA covered under this RFP to provide emergency ambulance services ALS and ALS non-emergency ambulance services (including ALS standby services where pre-hospital care may be required). All requests for ALS ambulance services originating anywhere within the in the defined service area shall be referred to Contractor. Contractor may subcontract ALS non-emergency ambulance services (including ALS standby services) as specified in Section 8.5 (Permitted Subcontracting). For clarity, this exclusive franchise right does not include non-emergency BLS and CCT.

**3.2 Exclusive Operating Area Description.** The County's EOA includes all areas, both incorporated and unincorporated, within the geographic boundaries of the County of Napa as described in Exhibit 4 (Map of Exclusive Operating Area). County grants Contractor the exclusive right to provide emergency ambulance services ALS and ALS non-emergency ambulance services (including ALS standby services where pre-hospital care may be required) within the County's EOA.

**3.3 Contractor Support of County Compliance Contract Management, and Regulatory Activities.** Contractor shall reimburse the County for a portion of the County's expenses in monitoring and managing this Agreement, provision of medical direction and conducting periodic procurements. The Contractor shall pay to the County twenty-five thousand dollars (\$25,000.00) per year. Payment for the first year shall be due on January 15, 2012, and subsequent yearly payments shall be due on the anniversary of each year thereafter during the term of this Agreement. In addition, the Contractor shall pay to the County on a quarterly basis, ten dollars (\$10.00) per patient transported from calls originating from the 911 system, emergency calls received from other sources, and inter-facility ALS transports when patients are picked up within the EOA. Payment for the first quarter shall be due on May 1, 2012, and subsequent quarterly payments shall be due every three months thereafter (e.g. August 1, November 1, February 1, and May 1). This fee also includes the services and oversight of the County Medical Director and two (2) full-time FTEs as well as overhead associated with the County Public Health Director and the County Director of EMS. Notwithstanding anything in this Section 3.3, the total annual reimbursement to the County shall not exceed the County's actual costs for management and regulatory activities associated with this Agreement.

**3.4 Helicopter Services.** The LEMSA reserves the right to allow helicopter air ambulance and air rescue services for emergency and non-emergency calls to be operated within the jurisdiction of County by a provider other than Contractor. Contractor shall comply with all provisions of the LEMSA's policies and procedures for use of air medical services and Contractor commits to work closely with the Air Ambulance and Air Rescue providers to assure a seamless and responsive system for air resource utilization. Provided, however, that Contractor shall be the sole ground provider of all ALS services.

## ARTICLE IV

### CLINICAL QUALITY

**4.1 Medical Oversight.** The County shall furnish medical control services through its LEMSA, including the services of a system EMS Medical Director (the EMS Medical Director) for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians). The cost of medical oversight and compliance efforts will be partially funded through a per transport fee as described in Section 3.3 (Contractor Support of County Compliance) above. The LEMSA shall appoint a Medical Advisory Committee to advise the EMS Medical Director and perform other duties outlined herein or as otherwise assigned by the LEMSA.

**4.1.1 Medical Protocols.**

**4.1.1.1 Compliance Standards.** Contractor shall comply with administrative policies and treatment guidelines established by the LEMSA, as well as other requirements and standards established by the EMS Medical Director. Contractor shall document compliance with system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications, first responders and transport), and individual system participants (personnel). Treatment guidelines shall be reviewed and updated by the EMS Medical Director on a periodic basis with input from system participants. The review process is to be defined in writing by the EMS Medical Director and shall address the effectiveness of the guidelines and document the system's compliance to the guidelines. Current treatment guidelines are available at the LEMSA website.

**4.1.1.2 Development of EMS Field Guide.** Contractor shall develop and produce an EMS Field Guide for BLS and ALS Personnel in Napa County. This Field Guide will include a summary of all treatment guidelines, MCI procedures, disaster and homeland security protocols, communication policies and other important aspects of the EMS system. The LEMSA shall have final approval of Field Guide contents. The initial Field Guide will be printed and disseminated within five (5) months of the Effective Date.

**4.1.2 Direct Interaction with Medical Control.**

**4.1.2.1 Contractor Personnel's Direct Interaction.** Contractor personnel functioning under these specifications shall have the right and professional responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and LEMSA clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

**4.1.2.2 Contractor's Collaboration.** Contractor's Medical Director and clinical education staff will work directly with the LEMSA and the EMS Medical Director to collaborate on new treatment guidelines and training initiatives, quality improvement and research.

**4.1.3 Medical Review/Audits.** The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a statistically significant random sampling of patient contacts provides a measure of the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. It is Contractor's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review. The EMS Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

## **4.2 Minimum Clinical Levels and Staffing Requirements**

**4.2.1 Ambulance Staffing Requirements and ALS Mandate.** Contractor is required to staff and is mandated to respond with a minimum of one (1) EMT-Paramedic and one (1) EMT-Basic (EMT) for all transport units responding to Priority 1, 2, 3 and 4 notifications from the County designated medical dispatch center. The paramedic staffing requirement can be met by the arrival

of a separately dispatched paramedic and a BLS ambulance. The paramedic shall be the ultimate responsible caregiver for all patients, but is only required to accompany patients in the back of the Ambulance during patient transports where ALS-level monitoring or care is recommended or required by protocol. An “emergency ambulance” is defined as transport ambulance responding to Priority 1, 2, or 3 notifications for emergency medical services staffed with at least one paramedic and EMT. Contractor may dispatch BLS units staffed with two (2) EMTs to notifications for multi-unit response and any calls in which the County designated medical dispatch center determines BLS response is appropriate according to protocols and procedures approved by the LEMSA and the EMS Medical Director (Priority 3 Calls—Medical Priority Dispatch System’s (“MPDS”) Alpha category). At Contractor’s sole election and expense, EMT staffing levels on any or all units may be enhanced to higher levels of training. For clarity, a Priority 3 call is not an emergency call.

**4.2.2 Personnel Licensure and Certification and Training Requirements.** All of Contractor's ambulance personnel responding to emergency medical notifications shall be currently licensed, accredited and credentialed, as appropriate, to practice in Napa County. For purposes of this Agreement, “currently licensed, accredited and credentialed, as appropriate” means there is no suspension, revocation or probation for any reason, including failure to pay fees, or a restriction upon the provisions of the license, accreditation, or credential. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. The LEMSA certification/licensure requirements may be downloaded from the LEMSA website. At a minimum, the Contractor shall ensure that ambulance personnel receive the following training and/or certifications:

**4.2.2.1 Advanced Cardiac Life Support (ACLS) Certification.** All paramedics responding to potentially life threatening emergency medical notifications shall be currently certified in ACLS by the American Heart Association. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all paramedics performing services under this Agreement.

**4.2.2.2 Required Trauma Training.** Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in PreHospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement. All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months after the Effective Date.

**4.2.2.3 Required Pediatric Education.** Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in one of the following: Pediatric Education for PreHospital Personnel (PEPP), Pediatric Advanced Life Support (PALS), or Emergency Pediatric Care (EPC); or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PEPP, EPC, or PALS curriculum approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this Agreement(s). All paramedics shall be required by Contractor to obtain certification in PEPP, or have completed a comparable program within six (6) months after the Effective Date.

**4.2.2.4 Company and EMS System Orientation and On-Going Preparedness.** Contractor shall properly orient all field personnel before assigning them to respond to emergency medical notifications. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and County communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

**4.2.2.5 Preparation for Multi-casualty Response.** Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the County Multi-Casualty Incident Plan (MCIP), as it may be from time to time updated, which is on file at the County, and prepare them to function in the medical portion of the Incident Command System (“ICS”). The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure. The appropriate basic levels of ICS training for all personnel will be completed within three (3) months after Effective Date. Advanced ICS training will be provided to supervisors within three months of being designated as a supervisor.

**4.2.2.6 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, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations. Such training will be provided within three (3) months after the Effective Date.

**4.2.2.7 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.) will be reviewed and is subject to approval by the LEMSA initially and on an annual basis thereafter. Map reading shall be an integral part of driver training. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation. Formal driver training will be completed for all full-time employees who drive emergency vehicles within three (3) months of the Effective Date. Part-time employees who drive emergency vehicles will receive formal driver training within six (6) months of the Effective Date. New employees after execution of this Agreement will receive formal driver training within three (3) months of date of hire.

**4.2.2.8 Infection Control.** Contractor shall create a culture focused on infection prevention that focuses on 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. Contractor shall provide annual training on infection control plan process.

**4.2.2.9 Critical Incident Stress Management (CISM).** Contractor shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors. Plans for these programs shall be submitted to the Contract Administrator for approval. CISM services shall be available on a 24/7 basis.

**4.2.2.10 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.

**4.2.2.11 HIPAA Compliance.** Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.

**4.2.2.12 Compliance.** Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers<sup>1</sup>. This training is one component of the Compliance Plan required of the Contractor.

**4.2.2.13 Cultural Training.** Contractor shall provide initial and ongoing training for field employees in Medical Spanish, Cultural Competency and Diversity. Refers to Contractor's intent to provide a work environment for its employees that emphasizes the value of cultural

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<sup>1</sup> Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

diversity, including but not limited to training programs in Spanish language for medical personnel.

**4.3 Twelve-Lead ECG Transmission.** Contractor shall provide 12-Lead ECG transmission capability from field pre-hospital ALS ambulances to local hospitals participating in the STEMI system of care. The technology utilized by Contractor shall be compatible with local emergency receiving hospital's equipment, and will include: a secure web-based platform for viewing, early STEMI identification and the ability to alert the hospital care team, share data with care teams, and include data reporting for CQI feedback. Alerting and data sharing are at the option of the hospital and will not require Contractor to develop additional hardware or software investment in the system.

#### **4.4 Clinician Exchange and Education Programs**

**4.4.1 Clinician Exchange Program and Ride Alongs.** In accordance with applicable laws and Contractor policies for HIPAA, Contractor shall develop and provide exchange programs for clinicians to the medical community and local hospitals. Contractor shall also provide joint training opportunities for hospital and first responder personnel. The curricula for the educational programs shall be developed jointly with input from local hospital personnel, first responders, and the LEMSA. The clinical exchange providing ride-along opportunities for hospital staff and having Contractor personnel spend time in the hospital environment shall be designed and implemented within six (6) months of the Effective Date. The program will continue throughout the term of this Agreement. The Clinical Exchange Program must be approved by the LEMSA. Contractor shall also provide ride-alongs (within Napa County and other areas within Northern California) and provide other clinical experience opportunities for the qualified Angwin Community Ambulance volunteers to assure the retention of clinical knowledge and skills proficiency.

#### **4.4.2 Joint Education Opportunities.**

**4.4.2.1 Joint Education.** Contractor shall provide joint education on a regular basis. The first such program will be developed and implemented within six (6) months of the Effective Date and at a minimum two (2) joint training programs shall be provided

annually throughout the term of this Agreement. Contractor shall obtain LEMSA's prior approval at least ten (10) business days in advance of all Joint Education events.

**4.4.2.2 Agricultural Emergency Response Course.** Contractor shall produce and deliver a special Agricultural Emergency Response Course: This course must address the hazards, safety and PPE, and treatment procedures for agricultural related medical emergencies in Napa County. Contractor shall produce and deliver this course at least once annually.

**4.4.3 Mobile Simulation Center.** Contractor shall acquire and equip a mobile simulation center training vehicle for use of County EMS personnel within eighteen (18) months of the Effective Date.

#### **4.5 Quality Management and Initiatives**

**4.5.1 Comprehensive Program of Quality Management.** To ensure the effectiveness of its clinical care, Contractor shall implement a comprehensive program of quality management as described in its Proposal. This comprehensive program shall engage Contractor's workforce in the quality management process to regularly communicate system performance metrics. The following shall be included in said program: the Napa County Peer Review Committee; tracking continuing education; compliance; national equipment evaluation team; clinical safety and education audits; and performance feedback.

**4.5.2 Additional Quality Improvement and Training.** Contractor shall provide additional quality improvement and training services not identified in this Agreement. The value of such additional quality improvement and training services shall not be less than \$5,000 annually. Contractor's expenditure of the funds must be approved by the LEMSA and such expenditures and their use shall be reported in Contractor's annual report to the LEMSA.

**4.5.3 Malcolm Baldrige National Quality Award.** Contractor shall apply for the California version of the Malcolm Baldrige National Quality Award within the first two (2) years of the Effective Date.

**4.5.4 Implementation of Key Performance Indicators.** Contractor shall implement Key Performance indicators as identified in its Proposal and those requested by the LEMSA and the EMS Medical Director measuring improvement in patient outcome and other relevant indicators. Monitoring of key performance indicators shall commence on the Effective Date.

## ARTICLE V

### OPERATIONS

**5.1 Operations.** The performance specifications set forth in this Agreement require and/or encourage improvements in the level of service currently being provided in Napa County. The following provisions define these expectations, core requirements, and activities required of the Contractor.

**5.1.1 Emergency Response Zones.** The Emergency Response Zones (ERZ) are defined by ambulance call density. The four (4) zones are distinguished by response time performance requirements and each zone is distributed over multiple areas of the County, which areas may not be contiguous. The zones are designated as urban (A), suburban (B), rural (C), and wilderness (D). These are described on the maps set forth in the attached Exhibit 4, which is incorporated herein by this reference.

**5.1.2 ALS Emergency and ALS Inter-Facility Calls.** This Agreement is an exclusive franchise for all medical calls to include calls received through the 911 system as well as those emergency calls received through means other than 911. This Agreement also covers ALS inter-facility transports originating in Napa County and ALS standby services where pre-hospital care may be required. The services included in this Agreement do not include Critical Care Transports (CCTs) or non-emergency BLS transfers.

**5.1.3 Primary Response to Isolated Peripheral Areas of the County.** While the Contractor has the exclusive right to all 911 calls originating in the County, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be located in an adjacent jurisdiction. Currently, ambulance companies in adjacent jurisdictions provide primary emergency response to these relevant areas. In the interest of getting the quickest ambulance to the patient, the Contractor shall enter into mutual aid agreements with neighboring jurisdictions. Contractor shall obtain LEMSA's approval for all such mutual aid agreements.

**5.1.4 Substantial Penalty Provisions for Failure to Respond.** The Contractor shall deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches. Contractor shall pay to County ten thousand dollars (\$10,000) for each failure by the Contractor to have an Emergency Ambulance assigned and en route to an emergency request within sixty minutes zero second (60:00 minutes) of notification to respond by the County's designated medical dispatch center. Payment of such penalties does not release Contractor of any other liability from its failure to respond.

**5.2 Transport Requirement and Limitations.** Contractor's obligation to respond to all emergency medical notifications and provide ambulance transport is subject to the following limitations and flexibilities:

**5.2.1 Destinations.** Contractor shall be required to transport patients from all areas of the EOA, in accordance with the Napa County LEMSA Medical Control Patient Destination/Point of Entry Policy, included in the LEMSA's policies manual.

**5.2.2 Prohibition against Influencing Destination Decisions.** Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

**5.3 Response Time Performance Requirements.** "Response times," as defined in Section 5.5 (Response Time Measurement Methodology) are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the LEMSA will not limit Contractor's flexibility in the methods of providing ambulance service. This is based upon Contractor's commitment

to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractor's part in one phase of its operation (e.g. system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the County's designated medical dispatch center as to call notification time.

**5.3.1 Description of Call Classification.** The Contractor must comply with four (4) priorities by meeting specified Response Times. The call classification as Emergency or Non-Emergency assignment as Priority 1 through 4 is accomplished by presumptive prioritization in accordance with the then current Emergency Medical Dispatching protocols as approved by the EMS Medical Director. The fourth priority includes ALS non-emergency inter-facility transfers originating at medical facilities within the County.

**5.3.2 Response Time Performance Requirements.** The four (4) ERZ will be used for Response Time monitoring, reporting, and compliance purposes. Contractor's Response Time on notifications for emergency medical service originating from within the service area shall meet the following performance standards:

**5.3.2.1 Potentially Life Threatening Emergency Response (Priority 1-MPDS categories D, and E)** Priority 1 responses are defined based on the MPDS and protocols approved by the LEMSA. The Priority 1 responses correspond to the MPDS categories of D (Delta) and E (Echo). Contractor shall place an emergency ALS Ambulance on the scene of each life threatening emergency assignment as presumptively designated by the County's designated medical dispatch center as Priority 1 and originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 1 response notifications as measured within any consecutive 30-day period. The applicable Response Time performance requirements for the ERZ are specified in Exhibit 5. For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

For clarity, the phrase “within any consecutive 30-day period” shall mean a consecutive 30-day period (not calendar month) that is randomly generated no more than twice (two times) per contract year by the Contract Administrator. Further, if deficiencies are found in the sample, Contractor shall be required to provide an explanation and a written plan for improvement after conferring with the County.

**5.3.2.2 Non-Life Threatening Emergency Response (Priority 2—MPDS categories B and C).** Priority 2 responses are defined based on the MPDS and protocols approved by the LEMSA. The Priority 2 responses correspond to the MPDS categories of B (Bravo) and C (Charlie). Contractor shall place an emergency ALS Ambulance on the scene of each non-life threatening emergency assignment as categorized by the County’s designated medical dispatch center as Priority 2 and originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 2 response notifications as measured within any consecutive 30-day period.

For clarity, the phrase “within any consecutive 30-day period” shall mean a consecutive 30-day period (not calendar month) that is randomly generated no more than twice (two times) per contract year by the Contract Administrator. Further, if deficiencies are found in the sample, Contractor shall be required to provide an explanation and a written plan for improvement after conferring with the County.

**5.3.2.3 Non-Emergency Response (Priority 3—MPDS category A and non-emergency inter-facility transports).** Priority 3 responses are defined based on the MPDS and protocols approved by the LEMSA. The Priority 3 responses correspond to the MPDS category of A (Alpha). In accordance with MPDS and protocols approved the LEMSA, Contractor shall place an emergency ALS or basic life support (BLS) ambulance on the scene of at least 90 percent of all Priority 3 non-emergency ambulance notifications to respond received from the County’s designated medical dispatch center originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 3 response notifications as measured within any consecutive 30-day period.

For clarity, the phrase “within any consecutive 30-day period” shall mean a consecutive 30-day period (not calendar month) that is randomly generated no more than twice (two

times) per contract year by the Contract Administrator. Further, if deficiencies are found in the sample, Contractor shall be required to provide an explanation and a written plan for improvement after conferring with the County.

**5.3.2.4 Non-Emergency Interfacility ALS Transports (Priority 4).** Priority 4 notifications for ambulance service are defined as non-emergency inter-facility transports requiring advanced life support monitoring or treatment. Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 ambulance notifications received from the County's designated medical dispatch center within fifteen minutes zero seconds (15:00) of the scheduled time within any calendar month. This standard shall apply to all notifications for service where the scheduled time for patient pickup is greater than two hours from the time the call is received in the County designated medical dispatch center. If the service receives an emergency request for an ALS inter-facility transport, the applicable Response Time requirement will be the same as that for Priority 2 level notifications.

**5.3.3 Summary of Response Time Requirements.** The Response Time compliance requirements are summarized in the attached Exhibit 5, which is incorporated herein by this reference. The Response Time compliance requirements are also referred to as the Response Time Standards for ambulances in the specified ERZ for each priority.

**5.4 Notification of Delays for Non-emergency Responses** Whenever Emergency Ambulance response volume necessitates temporary delays in non-emergency ALS responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall furnish a realistic estimate of when service will be available. Notification of the individual or organization does not reduce or eliminate penalties for such delays. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing non-emergency ALS services.

**5.5 Response Time Measurement Methodology**

Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Exhibit 5. The Response Time measurement methodology is as follows:

**5.5.1 Call Receipt.** The Contractors' Response Time clock begins at "Call Receipt" which is defined as when the Contractor's ALS ambulance crew is notified by the County's designated medical dispatch center to respond to the location of the call at the designated priority level, or 60 seconds after the call is answered, whichever is less.

**5.5.2 At Scene.** "At Scene" time means the moment the first County permitted transport Ambulance and paramedic, arrives and stops at the location where the ambulance shall be parked while the crew exits to approach the Patient and notifies County's designated medical dispatch center that it is fully stopped. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

**5.5.3 Time Intervals.** The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or the time at which the call is cancelled by a public safety agency.

**5.5.4 Failure to Report at Scene Time.** In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At Scene time. However, Contractor may be able to document the actual arrival time through another means (e.g. First Responder, AVL/MDT, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

**5.5.5 Calculating Upgrades, Downgrades, Turn-around and Canceled Responses.** From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

**5.5.5.1 Upgrades.** If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 1 or MPDS Charlie to Delta category), Contractor's compliance and penalties will be calculated based on the shorter of: (a) Time

elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or (b) The lower priority Response Time Standard.

**5.5.5.2 Downgrades.** If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 1 to Priority 2), Contractor's compliance and penalties will be determined by:(a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or (b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. 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 LEMSA, the longer standard will apply.

**5.5.5.3 Reassignment En Route.** If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted.

**5.5.5.4 Canceled Calls.** If an assignment is canceled prior to arrival on the scene by the emergency ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.

**5.5.6 Response Times outside Primary Service Area are excluded.** Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the EOA. Responses to notifications for service outside the EOA will not be counted in the total number of calls used to determine compliance.

**5.5.7 Each Incident a Separate Response.** Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving transporting Emergency Ambulance will be used to compute the Response Time for that incident.

**5.5.8 Response Time Compliance for Individual Emergency Response Zones.** Response time requirements for the four (4) Emergency Response Zones shall be calculated as follows: (i) Zones A and B shall be combined for reporting and compliance purposes; and (ii) Zones C and D shall be combined for reporting and compliance purposes.

**5.5.9 Equity in Response Times throughout the County.** The LEMSA recognizes that equity in Response Times is largely based upon call and population densities within the service area. In developing Response Time Standards, the LEMSA has established four (4) call density zones, urban, suburban, rural, and wilderness for Response Time compliance measurement. The LEMSA may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the wilderness zones become equal to or greater than the call density to the adjacent rural, suburban, or urban zone, then that area will be considered for reclassification for Response Time compliance upon the next anniversary date of this Agreement. Similarly, should the call density of any significant contiguous area within the rural zone become equal to or greater than the call density to the adjacent suburban or urban zone, then that area will be considered for reclassification for Response Time compliance upon the next anniversary date of this Agreement. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the ERZs. The LEMSA reserves the right to look at all areas of the County to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation.

**5.6 Response Time Exceptions and Exception Requests** Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every notification to respond from the County's designated medical dispatch center originating from within Contractor's assigned EOA shall be included except as follows:

**5.6.1 Multi-Casualty Disaster.** The Response Time requirements shall be suspended during a declared multi-casualty incident, medical advisory or disaster in Napa County or during a declared

disaster in a neighboring jurisdiction to which ambulance assistance is being provided by as requested by Napa County.

**5.6.2 Good Cause.** The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion but such exceptions shall not be unreasonably withheld. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, unusual system overload, incorrect or inaccurate dispatch information received from County's designated medical dispatch center, disrupted voice or data radio transmission (not due to Contractor equipment/infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather, e.g., fog; when units are providing County authorized mutual aid; and off-road locations. Unusual system overload is defined as 200 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions. Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

**5.6.3 Exception Request Procedure.** It is the Contractor's responsibility to apply to the LEMSA for an exception to a required Response Time. If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to the LEMSA and request that the LEMSA exclude these runs from calculations and late penalties. Any such request must be in writing and received by the Contract Administrator within 20 business days of the end of the month of occurrence together with that month's performance reports. A request for an exception received after the 20 days will not be considered. The Contract Administrator will review each exception request and make a recommendation for approval or denial.

Additionally and to aid the Contract Administrator, requests by the Contractor for an exemption of a call from performance requirements will be reviewed by a standing committee of three or more individuals appointed by the Public Health Officer (the Compliance Review Committee). The Compliance Review Committee will meet no less frequently than every month. The Compliance Review Committee shall consist of a representative from a Napa County fire agency, a representative from a Napa County hospital and an at-large member. The Compliance Review Committee members shall avoid conflicts of interest in accordance with the Political Reform Act of 1974. The Compliance Review Committee shall review the exception requests and the Contract Administrator's recommendations and shall recommend whether the exceptions will be granted or denied. The Compliance Review Committee's role is strictly advisory to the Contract Administrator.

Should the Contractor desire to appeal the Contract Administrator's decision, a written request must be submitted to the Public Health Officer, Public Health Division, Napa County Health and Human Services Agency within 10 days after the decision by the Contract Administrator. All decisions by the Public Health Officer shall be considered final.

## **5.7 Response-Time Performance Reporting Procedures and Penalty Provisions**

### **5.7.1 Response Time Performance Reporting Requirements.**

**5.7.1.1 Documentation of Incident Time Intervals.** County's designated medical dispatch center shall document all times necessary to determine total ambulance Response Time, including but not limited to time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report (PCR) Form and in County's designated medical dispatch center computer aided dispatch

(CAD) system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report (EPCR) Form database to extract and corroborate Response Time performance.

**5.7.1.2 Response Time Performance Report.** Within 20 business days following the end of each month, the Contractor shall document and report to the LEMSA, in a manner and format required by the LEMSA, information as specified in Exhibit 6, or such other reasonable report format as approved by Contract Administrator.

**5.7.1.2.1 Continuous Improvement of Response Time.** Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.

**5.7.1.2.2 Continuous Improvement of Performance.** Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

**5.7.1.2.3 Continuous Documentation of Remedial Measures.** Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

**5.7.2 Penalty Provisions.** Isolated instances of individual deviations of Response Times shall be treated as instances of minor, non-compliance under this Agreement. However, severe or chronic deviations of Response Time compliance may constitute a default of this Agreement as defined below.

**5.7.2.1 Penalty for Failure to Provide Data to Determine Compliance.** Contractor shall pay County a \$250 penalty each time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the

penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time. Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

**5.7.2.2 Penalty for Failure to Comply with Response Time Requirements.**

Contractor shall pay County a penalty each month that the Contractor fails to comply with the Response Time requirements for each priority level (1, 2, 3, and 4) in each Emergency Response Zone based on the percentage of compliance for each priority and zone. Zones A and B (urban and suburban) shall be combined for measurement of compliance with each priority level. Zones C and D (rural and wilderness) will be combined to measure compliance by priority level. The penalties will be assessed according to the schedule included in the attached Exhibit 7, which is incorporated herein by this reference.

**5.7.2.3 Trigger Volume for Response Time Measurement.** Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated with subsequent full months until the minimum of 100 responses is documented at which point the penalty determinations will be made. A single penalty will be applied regardless of the number of months required to accumulate the minimum 100 calls.

**5.7.2.4 Penalties for Outlier Responses.** An "Outlier" Response Time is defined as a Response Time that is excessive for the Priority, such that it represents a potential threat to health and safety (Outlier). A penalty shall be imposed for any call for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" set forth in the attached Exhibit 7, which is incorporated herein by this reference. Penalties shall be based on ERZ and the Priority level assigned to the call. The Outlier penalty may be in addition to a penalty assessed for failure to meet the Response Time compliance requirements.

**5.7.2.5 Phase In of Penalty Provisions.** The imposition of the penalties for Priority 3 (Alpha) ambulance responses will become effective six (6) months after the commencement of this Agreement. For clarity, imposition of the penalties for Priority 1 (Delta and Echo) and Priority 2 (Bravo and Charlie) and Priority 4 (scheduled ALS transfer) ambulance responses will be in effect from the Effective Date.

**5.7.2.6 Additional Penalty Provisions.** The LEMSA may impose financial penalties for minor or major breaches of this Agreement. For example, this Agreement includes penalties relating to the failure to provide reports and information to the LEMSA by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. The County may impose a fine of up to \$500 per incident for any minor breach of this Agreement not specifically addressed in Exhibit 8.

**5.7.2.7 Penalty Disputes.** Contractor may appeal to the LEMSA in writing within 20 business days of receipt of notification of the imposition of any penalty or regarding LEMSA's penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. Should the Contractor desire to appeal the Contract Administrator's decision, a written request must be submitted to the Public Health Officer, Public Health Division, Napa County Health and Human Services within 10 days. All decisions by the Public Health Officer shall be considered final.

**5.8 Fleet and Equipment Requirements.** The Contractor shall provide at least a minimum number of ambulances that represent at least 130% of the peak staffing level. If a fraction is derived when multiplying the peak number of units by 130%, the number will be rounded up to the next whole integer. Each ALS ambulance shall meet Federal KKK-A-1822C standards or equivalent, at time of original manufacture, except where such standards conflict with State of California standards, in which case State standards shall prevail. All ambulances shall have current CHP permits.

**5.8.1 Vehicle Standards.** All Vehicles utilized by Contractor in providing service under this Agreement shall be staffed and equipped in accordance with applicable federal, state and local laws, rules, regulations, and policies. Contractor shall maintain a Vehicle repair and replacement program that ensures the safety and reliability of its ambulances in accordance with the requirements of the RFP.

**5.8.2 Specially Equipped Vehicles.** Contractor shall provide and equip two (2) non-transport vehicles suitable for use by supervisors as Quick Response Vehicles.

**5.8.3 Vehicle Preventative Maintenance.** Contractor shall adhere to the preventative maintenance program, equipment replacement schedule, and reporting system described in the Contractor's proposal, or to a program equivalent or superior to the aforementioned program subject to approval by the LEMSA.

**5.8.4 Ambulance's Emergency Equipments.** Contractor shall equip each of its ambulances with emergency alerting devices.

**5.8.5 Ambulance's Communication Equipments.** Contractor shall equip each of its ambulances with a cellular telephone or equivalent equipment and other radio equipment capable of communicating with the EMS base hospital, receiving facilities, Napa Central Dispatch, and Contractor's Dispatch in accordance with and as required by LEMSA policies and procedures. Contractor shall also equip each of its ambulances with two-way radios capable of communicating on the approved local EMS frequencies. Any exception to this requirement is subject to approval of the LEMSA.

**5.8.6 Vehicle Compliance with Proposal Terms.** Contractor shall maintain all ambulances and vehicles, on-board equipment, and facilities used by Contractor in the performance of services under the terms of this Agreement and as specified in the Proposal.

**5.8.7 Vehicle Compliance with LEMSA Requirements.** Contractor will acquire, provide and maintain during the term of this Agreement vehicles and equipment as required by LEMSA policies and procedures and comparable to the equipment and biomedical equipment included in its Proposal, including motorized ambulance cots, stair chairs, monitor/defibrillators, vehicle safety monitors, and other equipment. The vehicle monitors will be installed within six (6) months of the Effective Date. Other proposed vehicles and equipment will be acquired and in use on the Effective Date.

**5.9 Coverage and Dedicated Ambulances, Use of Stations/Posts.** The County neither accepts nor rejects Contractor's level of effort estimates; rather the County accepts the Contractor's commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required by the terms of this Agreement.

**5.10 Quick Response Vehicle.** Contractor shall provide and staff an ALS level non-transport Quick Response Vehicle (QRV) to be strategically located in the up valley area of the County. This QRV will be staffed with one paramedic 24 hours per day. The QRV will be fully equipped with ALS supplies and will be outfitted with MCI / disaster response resources. The QRV will respond along with the Angwin BLS ambulance on 9-1-1 calls requiring an ALS level of service. The QRV will respond into the Angwin area (as a priority) or any other area in the northern section of the County that requires primary or secondary response resources (i.e. as a second-in unit on an MCI or in front of an extended ETA on an ALS ambulance).

**5.11 Lake Berryessa Coverage.** Contractor shall commit to work closely with LEMSA, Cal Fire, law enforcement, and other public safety organizations to ensure that the adequate emergency medical services are provided as could reasonably be expected. Contractor shall, at a minimum, assign at least one (1) dedicated paramedic to provide coverage during weekends and holidays from Memorial Day to Labor Day each year. Staffing and deployment of the assigned paramedic will be established to ensure immediate response to emergency medical events in the Lake Berryessa Coverage.

## ARTICLE VI

### PERSONNEL

**6.1 Treatment of incumbent work force.** Contractor shall consider all current qualified Piner Napa Ambulance Service (“Current Provider”) employees (other than owners and management) for preferential hiring. Contractor shall offer non-supervisory field employees (EMTs and paramedics) of Current Provider employment in substantially similar positions. Contractor shall consider current employee scheduling and make reasonable efforts to transition its new employees to its organization as smoothly as possible. Incumbent personnel hired will retain "seniority status" earned while working full-time in the Napa County EMS system. Contractor will provide full time employees with a wage and benefit program comparable to the employees’ current programs. Contractor must utilize reasonable compensation and scheduling methods. Contractor's economic efficiencies are not to be derived from the use of below market compensation.

**6.2 Character, Competence and Professionalism of Personnel.** The parties understand that Ambulance services are often rendered in the context of stressful situations. The County expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall promptly address and correct any departure from this standard of conduct.

**6.2.1 Appropriately Licensed and Criminal Record Check.** All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the State of California requirements. The County will conduct the criminal record check for Contractor employees as required. The Contractor shall reimburse the County for the cost of the record checks. It is the County’s intent in requiring a criminal record check that Contractor is made aware of any felony or misdemeanor convictions that could be a factor related to an individual’s performance in an EMS system. These should include, at a minimum, exclusion from the federal Medicare or Medicaid programs, felony or misdemeanor convictions related to driving under the influence, drug related offenses, and sexual offenses including rape,

child abuse and spousal abuse. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses.

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

**6.4. Key Personnel.** Contractor's Key Personnel are as follows:

**6.4.1. General Manager.** Contractor shall provide a full-time General 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.

**6.4.2. Operations Manager.** Contractor shall provide a full-time Operations Manager to oversee personnel and the day-to-day operations of the Contractor.

**6.4.3. Contractor's Medical Director.** Contractor shall provide a physician, experienced in emergency medical services, to oversee clinical areas.

**6.5 Requirements for Key Personnel.** 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 LEMSA in writing of any changes in Key Personnel.

**6.6 Removal of Key Personnel.** Contractor shall discuss removal of Key Personnel with the LEMSA if in the opinion of the LEMSA an individual has not performed in a manner acceptable to the LEMSA. The LEMSA's considerations regarding removal of Key Personnel shall be given due consideration by Contractor.

**6.7 Non-Release of Obligations.** The approval of LEMSA to a requested change in Key Personnel shall not release Contractor from any of its obligations under this Agreement.

**6.8 LEMSA Approval Required.** Contractor agrees that it shall not transfer or reassign the individuals in Key Personnel positions without the express written agreement of the LEMSA, 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 LEMSA's approval, which approval shall not be unreasonably withheld.

**6.9 Professional Growth Opportunities.** Contractor shall provide professional growth opportunities to staff at the supervisor, manager, director and general manager level..

**6.9.1 Training and Growth Activities.** The training and growth activities will be comparable to the Leadership Educational Elements described in the Proposal (See Exhibit 3).

**6.9.2 Continuing Education Opportunities.** Contractor shall provide select supervisory staff the opportunity to participate in its Accelerated Development Program ("ADP"), AMR Leadership Success Planning Program, Passport to Success and other continuing education opportunities as outlined in section C 4 of the Proposal.

**6.9.3 Ongoing Training for Key Personnel.** Contractor shall provide on-going training at no cost to key managers and development programs for EMS managers and supervisors. The programs shall be comparable to the LEAD U program identified in the Proposal including but not limited to Supervisor 100 Series, AMR Leadership Foundation Series 110, AMR Strategic Leadership Series 210, and AMR Leadership Self-Development Series 910.

**6.10 Internal Health and Safety Programs.** The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver training, safety and risk management training. The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, PPE shall comply with EMSA #218 and shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

**6.11 Work Schedules, Shift Assignments and Working Conditions.** While this is a "performance based agreement," and while CONTRACTOR is not only allowed but encouraged

to employ its own methods and techniques for producing the required performance reliably and efficiently, Contractor shall utilize reasonable work schedules, shift assignments, and adequate working conditions. Contractor shall utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent which might affect the provision of emergency medical care.

**6.12 Evolving OSHA & Other Regulatory Requirements.** It is anticipated, during the term of this Agreement that certain regulatory requirements, for occupational safety and health, including but not limited to infection control, blood-borne pathogens and TB, may be increased. The Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters. Contractor shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

**6.13 Discrimination Not Allowed.** During the performance of this Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations prohibiting discrimination. Without limiting this, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated there under. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include but is not limited to the following: employment-upgrade, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

## ARTICLE VII

### DATA AND REPORTING REQUIREMENTS

**7.1 Data and Reporting Requirements.** The County requires Contractor to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis.

**7.1.1 Dispatch Computer.** The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The County will be provided access to all data maintained by the Computer Aided Dispatch (CAD) system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to install a program or tool to interface with the CAD for use by the County to collect and monitor computer-aided dispatch information.

**7.1.2 Essential Patient Care Record and Assignment Data.** Contractor shall utilize an electronic patient care record system (ePCR) that is NEMSIS and CEMSIS compliant and approved by the County LEMSA for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by and established in Title 22, Division 9, Chapter 4, Article 8, Section 100700 and information shall be distributed according to established LEMSA Policies and Procedures. The Contractor shall leave a copy of the ePCR (electronic or printed) at the receiving hospital upon delivery of each patient. Within 24 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all Priority 1, 2, 3 and 4 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, non-transports. Contractor shall identify files or ePCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS system data collection.

**7.1.3 Records.** Contractor shall complete, maintain, and provide to the Contract Administrator, as requested, adequate records and documentation to demonstrate its performance compliance and aid County in improving, modifying, and monitoring the EMS system.

**7.1.4 Monthly Reports Required.** Contractor shall provide, within 20 business days after the first of each calendar month, reports pertaining to its performance during the preceding month as

it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. Response time compliance and customer complaints/resolutions shall be reported monthly. Reports other than Response Time compliance and customer complaints/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than November 30 of the preceding year, the County shall provide a list of required reports and their frequency and due dates to the Contractor. Reports shall include those delineated in the attached Exhibit 9, which is incorporated herein by this reference.

## **ARTICLE VIII**

### **EMS SYSTEM AND COMMUNITY**

**8.1 Participation in EMS System Development.** County anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. County requires that Contractor actively participate in EMS activities, committee meetings, and work groups. Contractor agrees to participate and assist in the development of system changes; provided that the fiscal impact is agreed upon by Contractor and County in writing. Neither party shall unreasonably withhold its agreement to the change if the fiscal impact is objectively reasonable.

**8.2 Accreditation.** Within 18 months following commencement of the term of this Agreement, Contractor shall be required to attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization approved by the LEMSA. Contractor shall maintain its accreditation throughout the term of this Agreement.

**8.3 Disaster Response/Multi-Casualty.** Contractor shall cooperate with County in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the County plans.

**8.3.1 Declared Disaster.** In the event County declares a disaster within the County, Contractor will assign one of its Field Supervisors or Managers to deploy to the designated

emergency operations center (when activated) as a liaison. In the event County declares a disaster within the County, or in the event County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency services as required. During a disaster declared by County, County will determine, on a case-by-case basis, if Contractor may be temporarily exempt from response time criteria. When Contractor is notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area of responsibility and shall resume all operation.

**8.3.2 Multi-Casualty.** At a multi-casualty scene, Contractor's personnel shall perform in accordance with appropriate County multi-casualty response plan(s) and within Incident Command System (ICS).

**8.3.3 Internal Disaster Response Notification.** By the Effective Date, Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

**8.3.4 Incident Notification.** Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences by the Effective Date.

**8.3.5 Ambulance Strike Team.** Contractor shall assist County in providing personnel, vehicles, equipment, and supplies in response to a disaster mutual aid request for deployment of an Ambulance Strike Team. Contractor units will join with units from other areas and be formed into Ambulance Strike Teams as identified by the EMSA Ambulance Strike Team Guidelines. Contractor shall have selected staff members trained and certified as Ambulance Strike Team Leaders within six months of Effective Date.

**8.3.6 Interagency Training for Exercises/Drills.** Contractor shall participate in County sanctioned exercises and disaster drills and other interagency training.

## **8.4 Mutual-aid and Stand-by Services.**

**8.4.1 Mutual Aid Requirements.** Contractor shall respond in a mutual aid capacity to other service areas outside of the County if so directed by Contract Administrator or in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the Contractor's EOA. If the Contractor utilizes mutual aid support from a specific agency more than 200 percent of the mutual aid support that it provides the specific agency, the Contractor will pay to the County \$250 per response over the 200 percent threshold. Mutual aid responses will be monitored and counted on a quarterly basis and any Contractor payments due will be invoiced by the County and paid within 30 days of the invoice.

If there is an existing formal agreement in place to address those areas of the County that may be more quickly reached from services outside of the County, the provider will document those requests separately of the other mutual aid requests and these request will not be included when calculating the percentage of Contractor requested mutual aid.

**8.4.2 Stand-by Service.** Contractor shall provide, at no charge to County or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a County designated fire/medical dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by Contract Administrator.

**8.5 Permitted Subcontracting.** The Contractor may contract with an ALS provider for nonemergency ALS interfacility transports/transfers. Such agreements must be approved by the LEMSA. The subcontracting entity must meet the LEMSA's minimum requirements for an ALS paramedic service. Contractor remains responsible and accountable to meet Response Time and reporting requirements and Contractor is liable to pay any penalties for non-performance by the subcontractor. Contractor may subcontract for ALS first response or BLS ambulance transport services with qualified agencies within the County. Contractor will be responsible for ensuring paramedic coverage throughout the EOA. Contractor may provide or subcontract BLS transport from qualified

agencies within the County when ALS level monitoring or care is not recommended or required by protocol. All contracts permitted under this provision must be approved by the LEMSA.

**8.5.1 Angwin Community Ambulance.** Contractor shall enter into an agreement with Angwin Community Ambulance (“ACA”) for ACA to provide BLS response and transportation of EMS patients in the Angwin area. Contractor shall be solely responsible for any payments to ACA for these services. Contractor shall pay ACA, at a minimum, thirty thousand dollars (\$30,000) annually as long as the agreement between Contractor and ACA is in effect. The LEMSA shall approve any and all agreements between Contractor and ACA. If Contractor’s good faith efforts to secure an agreement with ACA are unsuccessful, the Contractor shall notify the County and County may work with Contractor and ACA to resolve the differences. If Contractor and County efforts are unsuccessful, Contractor will solely be responsible for providing Emergency Ambulance services to the Angwin area and for maintaining all performance requirements.

**8.5.2 Angwin Advanced EMT (A-EMT) Support.** Upon successful execution of an agreement between ACA and Contractor, Contractor will offer qualified ACA volunteers assistance in obtaining A-EMT certification. Contractor will fund all direct, non-payroll costs, associated with the training program. Contractor will work with the ACA Board to determine the most appropriate and cost-effective training resource for this effort. This program will be implemented within twenty-four (24) months of the Effective Date of this Agreement contingent on State approval. Advanced EMT or A-EMT means an individual trained and accredited in limited advanced life support (LALS) care in accordance with the provisions contained in the California Code of Regulations, Title 22, Division 9, Chapter 3, et seq. and accredited by the LEMSA.

**8.5.3 First Responder Upgrade to ALS.** Contractor shall implement agreements with interested first responder agencies that desire to upgrade to ALS first response. All such agreements will require prior written approval of the LEMSA. Contractor shall negotiate with the City of American Canyon to assist the City in upgrading its fire department based medical first response to the ALS level. Contractor’s agreement shall include the forty thousand dollars (\$40,000.00) in annual support for the upgrade as written in their Proposal. The agreement with

the City of American Canyon and the implementation of the program shall occur within twenty-four (24) months of the Effective Date of this Agreement. If Contractor's good faith efforts to secure an agreement with the City of American Canyon are unsuccessful, the Contractor shall notify the County and County shall work with Contractor and the City of American Canyon to reach an Agreement. If Contractor and County efforts are unsuccessful, Contractor will be responsible for providing Emergency Ambulance services to the City of American Canyon at performance levels required under this Agreement.

**8.6 Communities May Contract Directly for Level of Effort.** The Contractor may contract directly with cities and communities to have an ambulance located within their community. Such arrangements are subject to the approval of the County and shall not be at the County's expense.

**8.7 First Responder Supply Exchange and Restock.** The Contractor will establish a one-for-one BLS and ALS re-supply system for all first responder agencies, at no cost to the first responder agencies. Narcotic supplies and first responder supplies not compatible with Contractor supplies and equipment, and certain durable supplies will not be included in this program.

**8.7.1 Access to National Purchasing Contracts.** Contractor shall offer all Napa County first responders and fire agencies access to its national purchasing contracts.

**8.8 Handling Service Inquiries and Complaints.** Contractor shall log all inquiries and service complaints. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. Contractor shall submit to County each month a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the EMS Medical Director within twenty-four (24) hours.

**8.9 Support of Training Programs.**

**8.9.1 A-EMT Program.** Contractor shall work with the LEMSA and training institutions to develop a plan, to include funding support and timelines, for the county-wide implementation of an A-EMT program within twelve (12) months of the Effective Date.

**8.9.2 CCT Transport – Paramedic Program.** Contractor shall assist the LEMSA with the development of a Critical Care Transport-Paramedic program within eighteen (18) months of the Effective Date.

**8.10 City of Napa Agreements.** The Contractor shall execute agreements with the City of Napa for specified services to be provided by the City.

**8.10.1 Dispatch.** Contractor shall execute an agreement with the City of Napa to provide call receipt, emergency medical dispatch procedures including call classification and pre-arrival instructions, and direct dispatch of Contractor’s ambulance crews. The agreement will be effective at the Effective Date of this Agreement. The agreement between the Contractor and the City of Napa must be approved by the LEMSA. If Contractor’s good faith efforts to secure an agreement with the City of Napa are unsuccessful, the Contractor shall notify the County and County shall work with Contractor and the City of Napa to reach an Agreement. If Contractor and County efforts are unsuccessful, Contractor will be responsible for providing the dispatch services required under this agreement. The following functions and implementation dates are required for subcontracting the Dispatch.

**8.10.1.1** The Medical Dispatch Center will provide direct notification and dispatch of emergency ambulance crews for response. This shall be functional on the Effective Date.

**8.10.1.2** All required time stamps for each 911 request will be collected and retained in the computer aided dispatch (CAD) system from the Effective Date.

**8.10.1.3** Emergency Medical Dispatch policies and procedure approved by the LEMSA will be in force and followed from the Effective Date.

**8.10.1.4** The electronic interface between the Contractor’s CAD and the Dispatch CAD will be implemented and functional within six (6) months of the Effective Date.

**8.10.1.5** The syndromic surveillance and data mining software will be linked to the Dispatch CAD and data available to the LEMSA within six (6) months of the Effective Date.

**8.10.1.6** The deployment management software for the Dispatch CAD will be installed and functioning within six (6) months of the Effective Date.

**8.10.2 Fleet Maintenance Services.** Contractor intends to execute an agreement with the City of Napa to provide fleet maintenance services for Contractor vehicles. The agreement between the Contractor and the City of Napa must be approved by the LEMSA. If Contractor's good faith efforts to secure an agreement with the City of Napa for fleet maintenance are unsuccessful, the Contractor will be responsible for providing the fleet maintenance services required under this Agreement.

**8.10.3 Unified / Shared Clinical Education and Training Manager.** Contractor shall employ a Medical Director and Clinical Education and Training Manager. It is understood that in order to control costs and unify medical oversight and direction activities, Contractor intends to partner with the City of Napa City Fire Department to share the costs of employing a Medical Director and a Clinical Education and Training Manager. This agreement must be approved by the LEMSA.

**8.10.4 City of Napa Fire Department.** Contractor agrees City of Napa Fire Department paramedics are the primary ALS emergency first responder within the City of Napa limits. Contractor shall respond to all emergency ambulance notifications originating within the City of Napa. The City of Napa Fire paramedics initiate patient care and may continue providing patient care and monitoring to the receiving hospital. The Contractor shall provide transportation of the patients and the City of Napa Fire paramedics treating the patients to the receiving facilities. However, there will be occasions when the City fire paramedics are encumbered or not the closest responder. In addition, under current protocols, the City of Napa Fire paramedics do not continue to provide patient care and monitoring if the receiving hospital is outside the City of Napa. For these reasons, the Contractor shall be required to provide primary ALS response, care, and transport for all responses under the Agreement within the City of Napa limits. The Contractor must also agree to accept responsibility for the provision of such care and monitoring in the event the LEMSA and the City of Napa agree on a change in the current protocols

providing for the retention of patient responsibility by City of Napa Fire paramedics after the arrival of Contractor's ambulance.

**8.11 Fire House Staging of Back-up Ambulances for Mutual Aid and Disaster Response.**

Contractor shall stage two (2) older yet well maintained ambulance units, above and beyond fleet size requirements, at selected fire houses within the County. Fire house selection and staffing arrangements will be decided jointly between the Fire Chiefs Association and Contractor. The resulting agreement and arrangements shall be approved by the LEMSA.

**8.12 Automated External Defibrillator (AED) and Public Access Defibrillation Program.** In order to improve patient care and outcomes within the community, Contractor will purchase eight (8) AEDs in support of the County's Public Access Defibrillator (PAD) Program in the first two (2) years of the agreement. At least three (3) of these AEDs will be located within the City of Napa. The AED units will be placed in areas of need as determined by the LEMSA. Four (4) units will be purchased during the first year of the contract and an additional four (4) units will be acquired in the second year of the contract. The units purchased will be compatible with all monitor-defibrillators used on ALS units within the County. The Contractor shall retain ownership of the AEDs and provide community based training and maintenance support necessary for compliance with the PAD Program. County shall permit Contractor to conduct studies and research on bystander CPR and the PAD Program.

**8.13 Community Outreach.**

**8.13.1 Syndromic Surveillance System.** Contractor will work with the Public Health Division and LEMSA and actively participate on various committees and forums that the LEMSA deems appropriate. Contractor shall purchase and install a syndromic surveillance system and provide data for various public health initiatives and projects in the interest of community wellness. This data will include information for the management of acute and chronic diseases, as well as provide timely data reports for bio-terrorism monitoring.

**8.13.2 Community Forum Meetings.** In conjunction with the County's EMS Agency, Contractor will hold semi-annual Community Forum meetings with the general public, patients, and family members that have an interest in the local 9-1-1 EMS system to solicit feedback on the Contractor's service to the community.

**8.14 Health Status Improvement Initiatives.** Contractor will develop and implement health status improvement initiatives during the term of this Agreement. Contractor will develop and implement at least one (1) such initiative on an annual basis. The proposed initiative will be submitted to the LEMSA prior to each anniversary of this Agreement for approval.

**8.15 Community Education.** Contractor will work with the LEMSA and the EMS Medical Director to create and distribute materials regarding injury and disease prevention, as well as chronic disease self-care information. Contractor will create and distribute information regarding career opportunities in EMS through the high schools, college and other venues. Initial information for distribution will be created for dissemination within twelve (12) months of the Effective Date of this Agreement and will continue throughout the term of this Agreement, with new informational awareness programs being produced and provided on an annual basis.

**8.16 Dedicated ALS Standby for High School Football Games.** As a community benefit, Contractor shall provide dedicated ALS standby services without charge for each high school football game during the fall season. The service shall be without charge to the schools for at least the first three (3) years of this Agreement. The Contract Administrator may request the Contractor to provide other dedicated ALS standby without charge for community events where large gatherings of people will attend and Contractor will give due consideration to the Contract Administrator's request.

## ARTICLE IX

### ADMINISTRATIVE PROVISIONS

**9.1 No System Subsidy.** Contractor will operate the within the EMS system without any subsidy from the County.

**9.2 Contractor Revenue Recovery.** The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

**9.2.1 Patient Charges.** Contractor shall perform the obligations of this Agreement without any subsidy. Contractor shall comply with fee schedules and rates approved by County. The initial approved patient charges are included in the attached Exhibit 10, which is incorporated herein by this reference.

**9.2.2 Annual CPI Fee Adjustments.** The Contract Administrator shall approve annual increases to patient charges based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland. Approval will be granted for annual rate increases of three (3) percent or the increase of the aforementioned CPI for any given year, whichever is greater.

**9.2.3 Application for Fee Adjustments for Changed Circumstances.** In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twenty-four (24) months of the commencement of this Agreement under this Section. If Contractor believes an adjustment is warranted, Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the second anniversary of this Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. The Contract Administrator shall review the application and forward his or her recommendation to the Health Officer, who shall have the authority to make a recommendation to the County's Board of Supervisors. Approval of rate changes is required before they can become effective. All changes in the transport fees or other patient charges must be pre-approved by County's Board of Supervisors under this Section.

**9.3 Federal Healthcare Program Compliance Provisions.** Contractor shall comply with all applicable Federal laws, rules and regulations relating to the operation or administration of its enterprise, ambulance services, and employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

**9.3.1 Medicare and Medicaid Compliance Program Requirements.** Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Department shall conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. Contractor will submit the report to County within 120 days of the end of each contract year.

**9.3.2 HIPAA Compliance Program Requirements.** Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA include:

- (1) Standards for Privacy and Individually Identifiable Health Information
- (2) Health Insurance Reform: Security Standards
- (3) Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

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

**9.4 Compliance Provisions.** All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall also comply with County policies, procedures, and protocols. It shall be Contractor's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under this Agreement and to maintain compliance with those applicable standards at all times.

**9.4.1** 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.

**9.5 Billing/Collection Services.** Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

- (1) electronically generate and submit Medicare and Medicaid claims;
- (2) itemize all procedures and supplies employed on patient bills; and
- (3) be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

Contractor shall make no attempts to collect its fees at the time of service. Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

Contractor shall provide its "Compassionate Care Program" as described in the Proposal to address the economic concerns by reducing ambulance bills for patients without insurance and who are unable to pay their ambulance bill.

**9.7 Market Rights.** County shall not enter into agreements with any other provider for ground response to emergency notifications for ambulance service within Contractor's EOA during the term of this Agreement. Furthermore, County will enforce the Contractor's exclusivity of ALS emergency services, ALS interfacility and ALS standby services where pre-hospital care may be required within the EOA.

County reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this Contract, County may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most appropriate emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same as or less than the estimated air transport time. Provided, however, that Contractor shall be the sole ground provider of all ALS services.

## **9.8 Accounting Procedures.**

**9.8.1 Invoicing and Payment for Services.** County shall render its invoice for any fines or penalties to the Contractor within 30 business days of County's receipt of Contractor's monthly performance reports. Contractor shall pay County on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to County or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

**9.8.2 Audits and Inspections.** Contractor shall maintain separate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles. 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 this Agreement. All records shall be made available to County at its Napa County office or other mutually agreeable location. 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.

On an annual basis, Contractor shall provide County, if requested by County, with audited financial statements by certified public accountants for Contractor's ambulance operations in Napa County and/or separate business records of financial accounting of any other businesses that share overhead with Contractor's ambulance service operation.

Contractor may be required by County to provide County with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

**9.9 Non-Emergency Ambulance Permit.** Napa County's Ambulance Ordinance governs BLS non-emergency ambulance services and CCT services within County. Pursuant to the Napa County Ambulance Ordinance, an ambulance company providing BLS non-emergency or CCT ambulance services must obtain the appropriate ambulance service Certificate of Operation and ambulance permits. County will waive the permit and inspection fees for Contractor's ambulances providing service in the County. The Napa County Emergency Medical Services Ambulance Ordinance and application information are available at the date of contracting at the EMS website [www.countyofnapa.org/EMS](http://www.countyofnapa.org/EMS). They may also be obtained at the LEMSA office.

**9.10 Insurance Provisions.** Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage attached hereto as Exhibit 11 and incorporated herein by this reference.

**9.11 Hold Harmless / Defense / Indemnification / Taxes / Contributions.**

**9.11.1 In General.** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and the officers, agents, employees and volunteers of County from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole gross negligence or willful acts of County or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege attorney-client privilege, or attorney work product privilege.

**9.12 Performance Security Bond.** Contractor shall furnish performance security prior to implementation of this Agreement in the amount of one million dollars (\$1,000,000) in one of the following forms:

**9.12.1** A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to County; or

**9.12.2** An irrevocable letter of credit issued pursuant to this provision in a form acceptable to County and from a bank or other financial institution acceptable to County.

**9.13 Continuous Service Delivery.** Contractor expressly agrees that, in the event of a default by Contractor under this Agreement, Contractor will work with County to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist County to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

**9.14 Annual Performance Evaluation.** County shall evaluate the performance of Contractor on an annual basis. An evaluation report shall be provided to the County Board of Supervisors. The following information is required to be included in the performance evaluation:

- a) Response Time performance standards assessed with reference to the minimum requirements in the Contract;
- b) Clinical performance standards assessed with reference to the minimum requirements in the Contract;
- c) Initiation of innovative programs to improve system performance;
- d) Workforce stability, including documented efforts to minimize employee turnover;
- e) Compliance of pricing and revenue recovery efforts with rules and regulations and this Agreement; and
- f) Compliance with information reporting requirements.

**9.15 Default and Provisions for Termination of this Agreement.** County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such default within seven (7) calendar days (or

such other time period within the County's sole discretion) following the service on it of a written notice by County specifying the default or defaults complained of and the date of intended termination of rights absent cure. The following shall be the conditions precedent before the County may draw on the performance security: (i) the County declares Contractor in Material Breach; (ii) the Contractor fails to timely cure; and (iii) the County declares in writing that there is an immediate and imminent threat to the public health, safety and/or welfare.

**9.15.1 Definitions of Material Breach.** Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

- (1) Failure of Contractor to operate the ambulance service system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and County laws, rules, and regulations. Minor infractions (which shall be set forth in writing by the Contract Administrator) of such requirements shall not constitute a material breach but such repeated infractions (more than 3 times in any twelve (12) month period) shall constitute a material breach;
- (2) Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under contract;
- (3) Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
- (4) Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
- (5) Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a

transition to a new Contractor or for a new Contractor's operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;

- (6) Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
- (7) Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
- (8) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- (9) Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- (10) Failure of Contractor to meet Response Time requirements for three (3) consecutive months in a single measurement category and after receiving notice of noncompliance from Contract Administrator. For clarity, there are eight (8) measurement categories (Priority 1 and 2 combined for urban, suburban, rural and wilderness and Priority 3 and 4 combined for urban, suburban, rural and wilderness combined). Additionally, in consideration of the shortened implementation period the Contractor has under the Agreement, the Contractor shall not be in breach under this Agreement during the first four (4) months of this Agreement unless it misses four (4) consecutive months in a single measurement category.
- (11) Failure of Contractor to comply with the vehicle lease provisions;
- (12) Failure of Contractor to cooperate and assist County in the investigation or correction of any "Minor Breach" conditions;

- (13) Failure of Contractor to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
- (14) Failure of Contractor to maintain in force throughout the terms of this Agreement, including any extensions thereof, the insurance coverage required herein;
- (15) Failure of Contractor to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
- (16) Failure of Contractor to timely prepare and submit the required annual audit; and
- (17) Any other willful acts or omissions of Contractor that endanger the public health and safety.

**9.16 Termination.**

**9.16.1 Written Notice.** This Agreement may be canceled immediately by written mutual consent.

**9.16.2 Failure to Perform.** County, upon written notice to Contractor of material breach, may immediately terminate this Agreement should Contractor fail to perform properly any of its obligations. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to County's rights otherwise to recover its damages.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to County during an emergency takeover period in accordance with Section 9.20. Contractor shall maintain and provide to County a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers 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 ALS services hereunder shall be reported to County within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

**9.17 Transition Planning.**

**9.17.1 Competitive Bid Required.** Contractor acknowledges that the LEMSA intends to conduct a competitive procurement process for the provision of emergency ambulance service within LEMSA's Exclusive Operating Area prior to the termination of this Contract as mandated by State law. Contractor acknowledges and agrees that the LEMSA may select a different ambulance service provider to provide exclusive emergency ambulance services following said competitive procurement process. Contractor fully understands and agrees to comply with the required competitive procurement process when the term of this Agreement expires.

**9.17.2 Future Bid Cycles.** Contractor acknowledges and agrees that supervisory personnel, EMT's, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, 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 at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

**9.18 County's Remedies.** If conditions or circumstances constituting a Default as set forth in Subsection 9.15.1 (Definition of Material Breach) exist, the County shall have all rights and remedies available at law or in equity under this Agreement, specifically including the right to terminate this Agreement and/or the right to pursue Contractor for damages and the right of Emergency Take-Over as set forth in Sections 9.20. All County's remedies shall be non-cumulative and shall be in addition to any other remedy available to the County. The County may pursue one or more remedies, at any time, provided, however, that pursuing any remedy shall not be deemed an election of remedies by County.

**9.19 Provisions for Curing Material Breach.** In the event the LEMSA determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of this Agreement. In the event of a material breach, the LEMSA shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

Contractor shall have the right to cure such material breach within seven (7) calendar days (or such other time period within the County's sole discretion) of receipt of such notice and which notice should include the reason why such material breach endangers the public's health and safety. Within 24 hours of receipt of such notice, Contractor shall deliver to the LEMSA, in writing, a plan of action to cure such material breach. If Contractor fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of the LEMSA) or Contractor fails to timely deliver the cure plan to the LEMSA, the LEMSA will submit its determination of material breach to the Board of Supervisors.

**9.20 Emergency Takeover.** In the event the LEMSA determines that a material breach has occurred or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Board of Supervisors.

If the Board concurs that a material breach has occurred or may occur, and that public health and safety has or would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the County to effect an immediate takeover by the County of Contractor's ambulances and crew stations. Such takeover shall be effected within not more than 72 hours after the Board's decision to execute the emergency takeover.

In the event of an emergency takeover, Contractor shall deliver to County its ambulances and associated equipment used in performance of this Agreement, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS

ambulances in accordance with LEMSA Policies and Procedures. Contractor shall deliver ambulances, dispatch and communications system, facilities and crew stations to County in mitigation of any damages to County resulting from the Contractor's breach. However, during County's takeover of the ambulances and equipment, County and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on facilities, vehicles and equipment as documented by Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of Contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall disburse these payments directly to Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, County shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude County from seeking to recover from Contractor such rental and debt service payments as elements of damage from a breach of this Agreement. However, Contractor shall not be precluded from disputing the Board's findings or the nature and amount of County's damages, if any, through litigation. Failure on the part of Contractor to cooperate fully with County to effect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Board of Supervisors was made in error.

County shall have the right to authorize the use of vehicles and equipment by another company. Should County require a substitute contractor to obtain insurance on equipment, or should County choose to obtain insurance on vehicles/equipment, Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

County agrees to return Contractor's vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of Contractor's equipment not so returned, County shall pay Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

County may unilaterally terminate a takeover period at any time and return facilities and equipment to Contractor. The takeover period shall last no longer than County judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means County chooses.

For any default by Contractor which does not endanger public health and safety, or for any default by LEMSA, which cannot otherwise be resolved, early termination provisions which may be mutually agreed to by the parties will supersede these specifications.

**9.21 "Lame-Duck" Provisions.** Should this Agreement not be renewed, extended or if notice of early termination is given by Contractor, Contractor agrees to continue to provide all services required in and under this Agreement until County or a new entity assumes service responsibilities. Under these circumstances Contractor will, for a period of several months, serve as a lame-duck Contractor. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

**9.21.1 Obligation to Continue Operation during "Lame-Duck" Period.** Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;

**9.21.2 No Change During Lame-Duck Period.** Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of this Agreement or placing an undue burden on the subsequent Contractor;

**9.21.3 Orderly Transition.** County recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period; and

**9.21.4 Employment Opportunity with New Provider.** Should County select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence.

**9.22 General Provisions.**

**9.22.1 Assignment.** Contractor shall not assign any portion of this Agreement without written consent first obtained from the LEMSA and any assignment made contrary to the provisions of this section may be deemed a default of this Agreement and, at the option of the LEMSA, shall not convey any rights to the assignee.

**9.22.2 Permits and Licenses.** 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 this Agreement. In addition, Contractor shall make all necessary payments for licenses and permits for the services and for issuance's of state permits for all ambulance vehicles used. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services pursuant to this Agreement. 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.

**9.22.3 Private Work.** Contractor shall not be prevented from conducting private work in the service area that does not interfere with the requirements of this Agreement.

**9.22.4 Retention of Records.** Contractor shall retain all documents pertaining to this Agreement for seven (7) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. 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 United States Government.

**9.22.5 Product Endorsement/Advertising.** Contractor shall not use the name of Napa County or Napa County EMS for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

**9.22.6 Observation and Inspections.** LEMSA representatives may, at any time, and without notification, directly observe Contractor's operations, maintenance facility, or any ambulance post location. A LEMSA 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, LEMSA representatives shall conduct themselves in a professional and courteous manner, comply with HIPAA and Contractor policies, shall not interfere with Contractor employee's duties and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the LEMSA, LEMSA representatives may observe Contractor's office operations.

**9.22.7 Omnibus Provision.** Contractor understands and agrees that for seven years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent agreements, and any such books, documents and records that are necessary to certify the nature and extent of the reasonable costs of services.

**9.22.8 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 this Agreement. Contractor is an independent contractor and is not an employee of County or its LEMSA. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related tax. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is entered solely for the benefit of County, its LEMSA and Contractor.

**9.22.9 Rights and Remedies Not Waived.** Contractor will be required to covenant that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the LEMSA or County. The acceptance of work under this Agreement shall not be held to prevent the LEMSA's maintenance of an action for failure to perform work in accordance with this Agreement.

**9.22.10 Consent to Jurisdiction.** Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue shall lie in Napa County, California.

**9.22.11 End-term Provisions.** Contractor shall have 90 days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

**9.22.12 Notice of litigation.** Contractor shall agree to notify County within 24 hours of any material litigation or significant potential for material litigation of which Contractor is aware.

**9.22.13 Cost of Enforcement.** If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

**9.22.14 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.

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

**9.22.16 Ownership of Documents.** Intentionally Deleted.

**9.22.17 Documents and Materials.** 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.

**9.22.18 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.

**9.22.19 Conflict of Interest/Confidentiality.** These conflict of interest and confidentiality provisions below shall remain fully effective five (5) years after termination of this Agreement.

**9.22.19.1 No Conflict of Interest.** 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 in performing the services under this Agreement 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.

**9.22.19.2 Confidentiality.** 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.

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

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

**9.22.20.2 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.

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

**9.22.20.4 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.

**9.22.20.5 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.

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

|                |  |
|----------------|--|
| To County:     | County of Napa<br>Napa County EMS<br>2344 Old Sonoma Road, Bldg. G<br>Napa, CA 94559<br>Attn: Contract Administrator |
| To Contractor: | American Medical Response West<br>7575 Southfront Road<br>Livermore, CA 94551<br>Attn: Bruce Lee, General Manager    |
| With Copy to:  | Legal Department<br>American Medical Response, Inc.  |

**9.22.20.7**      **Effective Time of Notice.** 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.

**9.22.20.8**      **Change of Address.** 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.

**9.22.21**      **Equal Employment Opportunity Practices Provisions.** 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.

**9.22.22**      **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.

**9.22.23**      **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.

**9.22.24 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.

**9.22.25 Hierarchy of Terms.** The terms of all attached exhibits are intended to supplement the terms of this Agreement, which is comprised of the following documents, presented in ascending hierarchical order: the RFP, the Proposal, the attached exhibits, and this Agreement. In the event of any conflict, contradiction or inconsistency between the terms contained in these documents, the terms of the document higher in the hierarchy prevail.

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

**9.22.27 Modification of Agreement.** 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. Where there is mutual agreement by Contactor and the Contract Administrator, the following exhibits may be modified, by a written amendment signed by Contractor and the Director of Health and Human Services Agency:

**EXHIBIT 5. Response Time Requirements**

**EXHIBIT 6. Sample Format Response Time Report**

**EXHIBIT 9. Required Reports**

**EXHIBIT 10. Patient Charges**

**9.22.28 Subcontracting/Assignment/Sale.** 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 American Medical Response West is sold or acquired or otherwise changes ownership without County's prior written consent to

continuation of this Agreement under changed ownership. Contractor shall be responsible for compliance by its subcontractors with all applicable the terms of this Agreement.

**9.22.29 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.

**9.22.30 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.

**9.22.31 Fair Market Value.** This Agreement has been negotiated at arm's length and in good faith by the parties. Nothing contained in this Agreement, including any compensation payable, is intended or shall be construed: (i) to require, influence, or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending/ordering of any items or services of any kind whatsoever to the party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

**9.22.32 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 Napa County Superior Court for state actions and the Northern District of California for any federal action.

**9.22.33 HIPAA.** Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and the regulations thereunder (collectively, "HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

**9.22.34 Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

**9.22.35 Compliance Program and Code of Conduct.** Contractor has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Contractor's web site, located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. Contractor warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute. The County warrants and represents that the payments made by Contractor to County shall be less than or equal to the County's actual costs to provide those County services, goods or EMS programs to AMR. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

**9.22.36 Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

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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:**

APPROVED AS TO FORM:

**AMERICAN MEDICAL RESPONSE WEST**

By: Walter J. Landen, Jr.  
WALTER J. LANDEN, JR.  
Associate General Counsel

By: Mark Bruning  
MARK BRUNING  
President

APPROVED AS TO FORM:

Bill Dodd  
APPROVED BY THE BOARD  
OF SUPERVISORS  
Bill Dodd

Minh Tran  
MINH TRAN, Assistant Napa County Counsel

ATTEST: GLADYS I. COIL,  
Clerk of the Board of Supervisors

APPROVED 10-18-11  
BOARD OF SUPERVISORS  
COUNTY OF NAPA  
GLADYS I. COIL  
CLERK OF THE BOARD  
BY Stemmatone Deputy

By Gladys I. Coil  
~~Deputy Clerk of the Board~~

Date: 10-18-11

**EXHIBIT 1**

Napa County's Requests for Proposal

## EXHIBIT 2 DEFINITIONS AND ACRONYMS

**Advanced EMT or A-EMT** means an individual trained and accredited in limited advanced life support (LALS) care in accordance with the provisions contained in the California Code of Regulations, Title 22, Division 9, Chapter 3, et seq. and accredited by the LEMSA.

**Advanced Life Support or ALS** means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during inter-facility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.

**AED** means Automated External Defibrillator

**Ambulance** means a ground transportation vehicle certified by the California Highway Patrol (CHP) that is specially constructed, modified or equipped and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons and staffed with no less than two EMTs. "Ambulance" does not include the transportation of persons in a Litter Van or Wheelchair Van as defined in this section.

**Ambulance Permit** means the authorization issued by LEMSA, including all documents and/or decals for each ambulance conforming to the requirements of these regulations, which is owned or controlled by a person holding a Certificate of Operation indicating the county's approval for the permittee to operate at the assigned level and scope within the county.

**Basic Life Support or BLS** means emergency first aid and cardiopulmonary resuscitation procedures that, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

**Critical Care Transport or CCT** means any transport of a patient where the skill level required in the care of that patient during transport exceeds the basic life support, Emergency Medical Technician (EMT) and paramedic level and scope of training.

**Compassionate Care Program** means the provision of free or reduced cost of health care services by AMR and AMR's employees to uninsured or underinsured patients who are unable to pay for these services. AMR reserves the right to verify that recipients of Compassionate Care receive these free or reduced costs of health care services and supplies in compliance with AMR's charitable intent.

**Compliance Program** means the current guidelines and recommendations 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), together with any subsequent amendments or additions

**Computer Aided Dispatch (CAD)** is a system of computer hardware and software that facilitates call taking, resource dispatch and deployment, dispatch and unit times documentation, creating and real time maintenance of incidents, data base and management information system.

**Contract Administrator** is the Napa County Emergency Medical Services Agency Administrator.

**County Designated Medical Dispatch Center** is a communications center that provides dispatch and communication services to first responders and/or permitted BLS and/or ALS ambulance providers. Only Emergency Medical Dispatch Centers designated by the Napa County EMS Agency may provide Emergency Medical Dispatching for the Napa County EMS system.

**Effective Date** means 12:00 a.m. of January 2, 2012.

**Emergency** means as a perceived need for immediate medical attention or an incident in which the potential for such need for immediate medical attention is perceived by emergency medical personnel or public safety personnel, and in which a delay in providing such services may aggravate the medical condition or cause the loss of life.

**Emergency Ambulance** means as transport capable type of vehicle that responds to emergency requests for service received via 9-1-1 Public Safety Answering Points (PSAPs) or 7-digit numbers (where 9-1-1 does not exist) as defined in Health and Safety Code Section 1797.70. Services can be provided at the BLS, LALS or ALS level under the provisions of medical control as prescribed by the LEMSA as defined in Health and Safety Code Section 1797.90

**EMS Agency** has the same meaning as "local EMS agency" in Health and Safety Code section 1797 et seq., of Division 2.5 / Napa County EMS Agency.

**EMS** means emergency medical services.

**EMS Field Guide** means a summary of all treatment policies, MCI procedures, disaster and homeland security protocols, communication policies and other important aspects of the EMS system, all inclusive.

**EMS Medical Director** means the physician charged with the medical control and management of an emergency medical services system. (Health and Safety Code section 1798)

**EMS System** means a network of all the people and resources that work on a circular response continuum dedicated to providing out-of-hospital acute medical care and/or transport to definitive care, to patients with illnesses and injuries which the patient, or the medical practitioner, believes constitutes a medical emergency.<sup>1</sup>

**Emergency Call** means a 9-1-1 or other emergency request for an ambulance to transport or assist persons in apparent sudden need of medical attention; or an ambulance transport that is initially classified as a non-emergency call that becomes an emergency call due to a change in the patient's medical condition; or a medical emergency, as determined by a physician, to transport blood, or any therapeutic device, accessory to such device, or tissue or organ for transplant.

**Emergency Medical Technician or EMT** means an individual trained and certified in basic life support care in accordance with the provisions contained in the California Code of Regulations, Title 22, Division 9, Chapter 2, et seq.

**Emergency Medical Technician – Paramedic or EMT-P or Paramedic** means an individual trained and accredited in advanced life support care in accordance with the provisions contained in the California Code of Regulations, Title 22, Division 9, Chapter 4, et seq. and accredited by the LEMSA.

**ERZ** means Emergency Response Zone

**Exclusive Operating Area (EOA)** means all areas, both incorporated and unincorporated, within the geographic boundaries of the County of Napa, as further described in Exhibit 3 (Map of Exclusive Operating Area).

**Exemption** means freedom from a penalty or from some liability

**First Responder Agency** means non-transport capable type of service provider that responds to emergency requests for service received via 9-1-1 Public Safety Answering Points (PSAPs) or 7-digit numbers as defined in Health and Safety Code Section 1797.70. First Response Services can be provided at the BLS, LALS or ALS level under the provisions of medical control as prescribed by the LEMSA and as defined in Health and Safety Code Section 1797.90. These services are generally performed by public safety agencies.

**First Responder** means a person, such as a police officer or firefighter, who is trained in urgent medical care and other emergency procedures and responds quickly to emergency medical events or disasters.

**HHSA** means Napa County's Health & Human Services Agency

**Key Performance Indicators** means commonly used by an organization to evaluate its success or the success of a particular activity in which it is engaged. Performance indicator selection is often closely associated with the use of various techniques to assess the present state of the business, and its key activities. These assessments often lead to the identification of potential improvements; and as a consequence, performance indicators are routinely associated with 'performance improvement' initiatives.

**Lame Duck Period** means the period of the contract between the identification of a successor and the end of the contract.

**Limited Advanced Life Support (LALS)** means level of service including emergency medical care and transport of injured or ill persons performed by authorized personnel who possess a valid certificate or license to perform services defined in Health and Safety Code Section 1797.92.

**Liquidated Damages** means the quantified damages payable by the ambulance service provider to the county for the ambulance service provider's failure to do or fulfill the conditions set in the agreement. All the losses resulting in liquidated damages to the County are difficult to quantify, but the amount of liquidated damages represents a fair approximation of the damages incurred and are not intended as a penalty.

**Local EMS Agency (LEMSA)** means the agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated pursuant to Chapter 4 (commencing with Section 1797.200).

**Medical Control** means the medical management of the emergency medical services system as defined in Health and Safety Code Section 1797.90 to include call receipt and routing of EMS calls from primary and secondary public safety answering points (PSAP).

**Medical Direction** means direction given to prehospital EMS personnel, in accordance with the LEMSA's policy, by the County Public Health Officer, through standing orders, or through direct voice contact with a Base Hospital Physician or with an approved or accredited mobile intensive care nurse (MICN) with or without vital sign or other telemetry.

**Medical Protocol** means any written statement of standard procedure, or algorithm, promulgated by the LEMSA as the accepted standard of prehospital care for a given clinical condition.

**Medical Spanish, Cultural and Diversity** refers to AMR's intent to provide a work environment for its employees that emphasizes the value of cultural diversity, including but not limited to training programs in Spanish language for medical personnel.

**MPDS** means Medical Priority Dispatch System

**Multi-Casualty Incident (MCI)** means an emergency incident or event where the number of patients exceeds the normal emergency response capabilities of an EMS system.

**Permit Holder** means an entity issued an ambulance service permit by the County Permit Officer.

**Personal Protective Equipment (PPE)** means protective clothing, helmets, goggles, or other garments or equipment used to protect the wearer's body from exposure to any substance that may be considered hazardous or cause the wearer harm.

**Quick Response Vehicle (QRV)** means a non-transport emergency vehicle staffed by a paramedic that is equipped with emergency equipment and supplies necessary for the paramedic to provide ALS level care and treatment to the sick and injured.

**Response Time or Response Interval** means the time interval commencing with the receipt of a request for service by an ambulance service provider until the ambulance operated by the service provider reports that it has arrived and has come to a complete stop at the scene, site or place of the request.

**RFP** means the request for proposal for emergency ambulance services, advanced life support transport and EMS system performance specifications issued by the County of Napa in 2011.

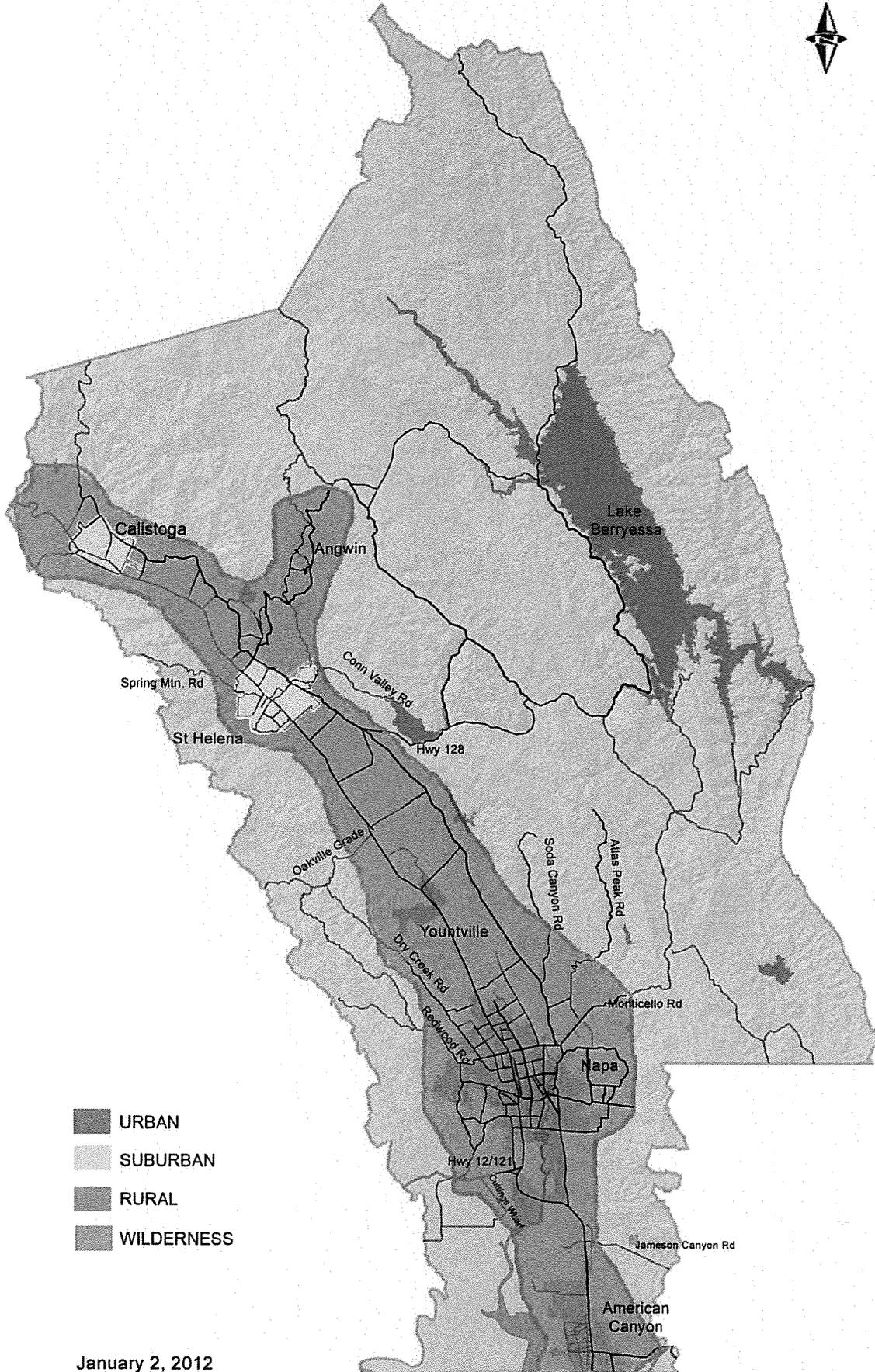
**STEMI** means ST Elevated Myocardial Infarction System

**Unusual System Overload** means 200 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

**Zone** means both zone and subzone for purposes of this Agreement.

**EXHIBIT 3**  
Contractor's Submitted Proposal

# EXHIBIT 4 Emergency Response Zones



January 2, 2012

Exhibit 5

**Response Time Compliance Requirements – All Napa County  
Emergency Response Zones**

| Priority Level | Compliance | Urban (A)      | Suburban (B) | Rural (C) | Wilderness (D) |
|----------------|------------|----------------|--------------|-----------|----------------|
| Priority 1     | 90%*       | 8:00           | 10:00        | 15:00     | 60:00          |
| Priority 2     | 90%        | 12:00          | 15:00        | 25:00     | 70:00          |
| Priority 3     | 90%        | 20:00          | 30:00        | 60:00     | 90:00          |
| Priority 4     | 90%        | +/- 15 minutes |              |           |                |

\*For clarity, in each Priority within each Response Zone, Contractor is compliant at :00 and Contractor is non-compliant at :01, e.g., for Priority 1 Urban Contractor is compliant at 8:00 and non-compliant at 8:01.

Response Zone \_\_\_\_\_

Month \_\_\_\_\_

Response Time Standard \_\_\_\_\_

| Trip # | Patient Location | City | Respond From | Transport | Date | Rec'd | On Scene | Response |
|--------|------------------|------|--------------|-----------|------|-------|----------|----------|
|--------|------------------|------|--------------|-----------|------|-------|----------|----------|

Explanation \_\_\_\_\_

Date Report Produced

Page \_ of \_

Exhibit 6

## Exhibit 7

### Penalty for Failure to Comply with Response Time Requirements

#### Failure to Comply with Response Time Requirements

(a) Priority 1 Responses (Delta and Echo categories)

| Compliance %  | Penalty  |
|---------------|----------|
| ≥ 89.5% < 90% | \$5,000  |
| ≥ 89% < 89.5% | \$7,500  |
| < 89%         | \$10,000 |

(b) Priority 2 Responses (Bravo and Charlie categories)

| Compliance %  | Penalty |
|---------------|---------|
| ≥ 89.5% < 90% | \$2,500 |
| ≥ 89% < 89.5% | \$3,250 |
| < 89%         | \$5,000 |

(c) Priority 3 Responses (Alpha category)

| Compliance %  | Penalty |
|---------------|---------|
| ≥ 89.5% < 90% | \$1,000 |
| ≥ 89% < 89.5% | \$1,500 |
| < 89%         | \$2,000 |

(d) Priority 4 Responses (ALS interfacility category)

| Compliance %  | Penalty |
|---------------|---------|
| ≥ 89.5% < 90% | \$1,000 |
| ≥ 89% < 89.5% | \$1,500 |
| < 89%         | \$2,000 |

#### Outlier Response Time Penalties

| Priority Level | Outlier Response Times |          |        |            | Penalty per Outlier |
|----------------|------------------------|----------|--------|------------|---------------------|
|                | Urban                  | Suburban | Rural  | Wilderness |                     |
| Priority 1     | >12:00*                | >15:00   | >22:30 | >80:00     | \$1,500             |
| Priority 2     | >18:00                 | >22:30   | >35:00 | >90:00     | \$1,000             |
| Priority 3     | >30:00                 | >45:00   | >90:00 | >90:00     | \$750               |
| Priority 4     | >22:30                 |          |        |            | \$750               |

\*For clarity, in each Priority within each Response Zone, Contractor is compliant at :00 and Contractor is non-compliant at :01, e.g., for Priority 1 Urban Contractor is compliant at 12:00 and non-compliant at 12:01.

**EXHIBIT 8**  
**Breach Events and Penalties**

| <b>Breach Event</b>   | <b>Criteria</b>  | <b>Penalty</b>  |
|---|--|---|
| Failure to provide timely operational reports   | Operational and Response Time reports are due on specific date after close of month  | \$50 per report per day received after specified due date   |
| Failure to leave completed PCR at receiving facility  | 100 percent of the LEMSA approved Field Care Notes (an abbreviated patient care report) will be left at the receiving facility prior to departure of the ambulance crew. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours                    | \$50 for every instance when the Field Care Notes, at a minimum, are not left at the receiving facility prior to crew departure. A penalty of \$100 for every completed PCR not provided to the facility within 24 hours of patient delivery.   |
| Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit | All Priority 1, 2 and 4 calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit  | \$500 for every incident in which a BLS ambulance responds and transports a patient requiring an ALS ambulance (e.g. Priorities 1, 2 and 4)   |
| Failure to provide timely quality improvement data and reports  | Quality improvement and clinical data and reports are due on specific date after close of month  | \$50 per report or data submission per day received after specified due date  |
| Failure to provide timely unusual occurrence reports  | Unusual occurrence reports are due within a specific time from date of the occurrence as defined in the LEMSA policies and procedures  | \$100 per report per day received after the specified time frame from the date of the occurrence  |
| Failure to respond to an emergency request for a response from Napa Central Dispatch                                | The contractor shall respond to all official requests for a response from the county approved dispatch center Failure to respond is defined by the Contractor not sending an ambulance en route to an emergency request within 60 minutes of notification from Napa Central Dispatch | The County shall impose a minimum fine of \$10,000 for each failure to respond to an official call by the Contractor. Failure to respond will be defined as any call originating from Napa Central Dispatch for which the Contractor fails to dispatch and no ambulance responds within one (1) hour of call receipt. Prior to imposition of this penalty, the County will conduct an investigation of the incident |

## Exhibit 9

### Required Reports

Reports shall include, at a minimum:

(1) **Clinical**

- Continuing education compliance reports;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures; and
- A list of trauma transports, by city and by hospital, including all times necessary to calculate each Response Time, on-scene time, and transport to hospital time

(2) **Operational**

- Calls and transports, by priority for each Emergency Response Zone;
- A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time;
- Documentation of all patients meeting trauma criteria including on-scene time and transport to hospital time;
- A list of mutual aid responses to and from system; and
- EMS transports to and from medical aircraft

(3) **Response Time Compliance**

- A list of each emergency call dispatched for which Contractor did not meet the Response Time standard for each Emergency Response Zone and an explanation of why the response was late;
- Canceled transports;
- Exception reports and resolution; and
- Penalties and exemptions

(4) **Response Time Statistical Data**

Within 20 business days following the last day of each month, Contractor shall ensure that ambulance Response Time records are available to the LEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests to the county designated medical dispatch center.

The records shall include the following data elements:

- unit identifier
- location of call – street address
- location of call – city, town or unincorporated County
- location of call - longitude and latitude
- location of call – Emergency Response Zone
- nature of call (EMD Code)
- code to scene
- time call received

- time call dispatched
- time unit en route
- time unit on-scene
- time unit en route to hospital
- time unit at hospital
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- code to hospital
- major trauma
- number of patients transported

(5) **Personnel Reports**

Contractor shall provide LEMSA annually with a list of paramedics and EMTs currently employed by Contractor and shall update that list whenever there is a change.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date and California Driver's License number of each person on the list.

(6) **Community/Governmental Affairs Report**

- Number of conducted community education events,
- Public Relations (PR) activities, first responder recognition,
- Government relations contact report.

(7) **Electronic Access to Report**

Contractor shall provide access capability to the LEMSA, at the Contractor's expense, to provide the LEMSA access to all PCRs and provide a mechanism to create customized reports for LEMSA monitoring and review.

(8) **Other Reports**

Contractor shall provide LEMSA with such other reports and records as may be reasonably required by the Contract Administrator.

EXHIBIT 10

PATIENT CHARGES

|                     |             |
|---------------------|-------------|
| Base Rate           | \$1,576.58* |
| Mileage             | \$32.63     |
| Oxygen              | \$112.64    |
| Treat Non-transport | \$350.00    |

\* In jurisdictions that provide ALS first responder services the base rate is reduced by \$100.00

## **Exhibit 11 Insurance Requirements**

**1. Evidence of Insurance:** Certificates of insurance are required from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFP.

**2. County Named as Additional Insured:** The County's insurance requirements for Additional Insured reads, "All insurance required above with the exception shall be endorsed to name as additional insured." An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the "Accord") carries a disclaimer, "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below." Additional insured listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.

### **3. Insurance Provisions**

3.1 CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company with an A.M. Best rating of A: VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than FIVE MILLION DOLLARS (\$5,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or

in connection with this Agreement in an amount not less than THREE MILLION DOLLARS (\$3,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE MILLION DOLLARS (\$3,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 3.1(b), above, shall be evidenced by one or more certificates of coverage or, with the approval of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the County Fire Department prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall endeavor to provide that COUNTY be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of nonrenewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced in 3.1(b)(1) and (3), CONTRACTOR shall also provide evidence of coverage from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the declaration pages for the policies or relevant portions thereof showing all required coverages referenced in 3.1(b) above.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the

deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.