

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY – ADMINISTRATION
1080 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962
hereinafter called County and: American Medical Response West

. hereinafter called Contractor:

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS, Division 2.5 of the Health and Safety Code sections 1797.224 and 1797.85 allows the local LEMSA to create exclusive operating areas to restrict operations to one or more providers of emergency ambulance through a competitive bid process; and

WHEREAS, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Santa Cruz has designated the Health Department to be the local Emergency Medical Services Agency and to develop a written agreement with a qualified advanced life support ambulance service provider based on a competitive bid process, subject to any rights granted for exclusive operating areas if one exists; and

WHEREAS, Title 22 California Code of Regulations Section 100173, Division 9, Chapter 4, Article 6, requires an advanced life support service provider to have a written agreement with the local Emergency Medical Services Agency.

NOW, THEREFORE, the parties hereto do mutually agree as set forth in: **Sections 1 through 11 included herein and their exhibits.**

Said exhibits attached hereto are incorporated into this Agreement by this reference.

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:

Date: January 1, 2019

unless terminated by either party in accordance with the terms of this Agreement.

CONTRACTOR

COUNTY



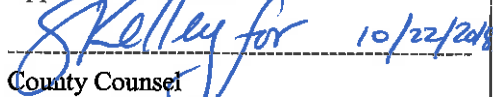
Edward Van Horne, President



Health Services Agency Director

10/30/18

Approved as to Form:

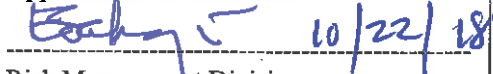
 10/22/2018

County Counsel

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Approved as to Insurances:

 10/22/18

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Risk Management Division

Distribution:

Clerk of the Board

Auditor-Controller

Health Services Agency

Contractor

**Emergency Medical Services Provider Agreement
Between the County of Santa Cruz
And American Medical Response West**

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SECTION 1
ADMINISTRATION OF THE CONTRACT AND TERMS

1.1 Contract Administration

The Santa Cruz County Health Services Agency, through its Contract Administrator, shall represent the County in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the County. The Contract Administrator or her/his designee may:

- A. Audit and inspect the Contractor's and Subcontractor's operational and patient care records;
- B. Monitor the Contractor's and Subcontractor's EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and
- C. Provide technical guidance, as the Contract Administrator deems appropriate.

1.2 Term of Contract

The term of this Agreement shall commence at 00:01hours on January 1, 2019 (Effective Date), and shall terminate at 08:59 on January 9, 2024, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

1.3 Conditions for Contract Extension

This Agreement may be extended for up to two additional 30-month periods by action of the Santa Cruz County Board of Supervisors, when requested by the Contractor. At least one year prior to the expiration of this Agreement, Contractor may petition the Board each extension.

- A. In deciding whether or not to extend the Agreement, the Board of Supervisors, at its discretion, may establish a Review Committee to analyze the performance of the Contractor and to make recommendations to the Contract Administrator.
- B. The Committee's review will consider, but not be limited to, how well the Contractor has performed in the following areas:
 - 1. Compliance with this Agreement;
 - 2. Operational and financial areas;
 - 3. Effectiveness of Contractor's quality improvement program in achieving demonstrable improvements in the performance and efficiency of the system;
 - 4. Cooperation of management in assisting the LEMSA with system operation and enhancements;
 - 5. Number of substantiated complaints filed against Contractor and the manner in which Contractor handled them;
 - 6. Extent of Contractor's community involvement;

7. Consistency in maintaining and/or improving its professional image;
8. Integration of community and employee input;
9. Level of cooperation between the Contractor and other participants within the EMS System;
10. Effectiveness in managing and coordinating first responder agreements; and
11. Meeting the established clinical and performance standards.

1.4 Contract Response Area

All requirements described in this Agreement apply to the County of Santa Cruz as shown in **Exhibit A** and described as Contract Response Area.

1.5 Notices

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

Contractor:

Regional Director
American Medical Response
10 Victor Square S-150
Scotts Valley, CA 95066

With a copy to:

American Medical Response, Inc.
c/o Legal
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, CO 80111

County:

Emergency Medical Services Agency
County of Santa Cruz
1080 Emeline Avenue
Santa Cruz, California 95060

SECTION 2 ROLES AND RESPONSIBILITIES

2.1 County's Functional Responsibilities

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

- A. Oversee, monitor and evaluate contract performance and compliance;
- B. Utilize an electronic PCR database with which the Contractor and Subcontractors will comply so that the County can assess the quality of prehospital care being provided;
- C. Assess the Santa Cruz Regional 9-1-1 Communications Center also known as "NETCOM" for proper administration of the Contractor's written System Status Management Plan, in collaboration with the Contractor, and for emergency medical dispatch performance;
- D. Review and take appropriate action on any proposal for change to improve or realign the EMS dispatch, Contractor deployment, and/or EMS system status management functions; and
- E. Provide medical direction and control of the EMS system.

2.2 Contractor's Functional Responsibilities

During the term of this Agreement, the Contractor shall:

- A. Provide prehospital emergency medical care and transport services in response to medical 9-1-1 calls within the County twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status;
- B. Provide ALS interfacility transport and ALS standby services as requested and as 911 system levels permit;
- C. Develop system status management and deployment plans specific to meeting EMS performance requirements within Santa Cruz County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense;
- D. Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Agreement;
- E. Furnish supplies and replacements for those used by the Contractor's employees;
- F. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited;

- 1 G. Comply with all training requirements established by the State of California, and all
2 applicable policies and provisions established by the Santa Cruz County LEMSA;
- 3 H. Maintain neat, clean, and professional appearance of all employees, facilities and
4 equipment;
- 5 I. Establish and maintain an equipment exchange program with First Responder
6 Agencies;
- 7 J. Submit, in a timely manner, reports, which are supported by documentation or other
8 verifiable information, as required by the County;
- 9 K. Respond to County inquiries about service and/or complaints within 72 hours of
10 notification unless otherwise requested by Contract Administrator;
- 11 L. Notify the County, as soon as possible, of all incidents in which the Contractor's or
12 Subcontractor's employees fail to comply with protocols and/or contractual
13 requirements, or incidents in which the conduct of Contractor's or Subcontractor's
14 employees' may reasonably lead to discipline, suspension, or revocation of employee's
15 certification or license disciplinary cause as described in State of California, Title 22,
16 Division 9, Chapter 6, of the California Code of Regulations.
- 17 M. Assure that Subcontractors meet all performance and contractual requirements;
- 18 N. If subcontracting for paramedic First Responder service, establish agreements with
19 each First Responder Agency that is capable of providing ALS paramedic first response
20 and wishes to do so, which shall provide partial reimbursement consistent with the
21 provision of this Agreement and with the first responder funding formula approved by
22 the County;
- 23 O. If subcontracting for ALS or Basic Life Support Ambulance transport service, establish
24 agreements with those agencies capable of providing ambulance service and who wish
25 to do so, and provide reimbursement consistent with the terms of those agreements
26 provided that it does not exceed actual cost of said service; and
- 27 P. Review all Subcontractor response time exceptions and collect liquidated damages as
28 appropriate to the applicable schedules in this Agreement.
- 29

SECTION 3 DEPLOYMENT

3.1 Deployment Plan

A. Deployment Parameters – All Contractor ambulance responses under the terms of this agreement with the County shall be dispatched as directed by NETCOM or in compliance with policies and protocols established by the County. Deployment plans shall:

1. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
2. Describe system status management strategies and unit schedule.
3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
4. Include a map identifying proposed ambulance station or post locations.
5. Describe any planned use of on call crews. Provide a copy of the current Collective Bargaining Agreement(s) with the employee bargaining unit(s) for information regarding work rules including mandatory overtime and other related items.
6. Describe how workload shall be monitored for employees assigned to 24-hour units.
7. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
8. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
9. Ensure no unit scheduled to work greater than 12 hours has a response Unit Hour Utilization (UHU) of greater than 0.40 per quarter (calculated as total hours assigned to a call divided by scheduled shift hours).

3.2. On-going Deployment Plan Requirements

An initial deployment plan shall be filed with the County prior to January 1, 2019 as part of the Initial Reporting Requirements shown in **Exhibit B**. A current deployment plan shall be kept on file with the Santa Cruz County LEMSA. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met, or if demand for emergency ambulance response can be reasonably anticipated to be unusually high during a given period of time. Failure by Contractor to redeploy or add ambulance unit hours within two months of notice by the County of failure to meet response time standards shall constitute a Major Breach as defined in this Agreement.

1 The Contractor shall submit proposed changes in the deployment plan in writing to the
2 Contract Administrator 30 days in advance. The 30-day notice may be waived as approved by
3 the Contract Administrator.
4

5 **3.3 Annual Review of Deployment**

6

7 Each year, as part of the annual budget review process, Contractor will provide County an
8 updated deployment plan in a format reasonably acceptable to the Contract Administrator.
9

SECTION 4 OPERATIONS

4.1 Response Time Standards

A. Response Time Performance – System response times are one measurement of performance. This measurement is the determining factor, which drives the placement and redeployment of the system's resources throughout the entire system.

1. Each incident will be counted as a single response regardless of the number of units that respond.
2. The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.

B. Geographical Response Zones – For purposes of tracking Contractor and Subcontractor response time compliance and reporting, the County will be considered a single zone.

1. Compliance with response times in this Agreement is measured by meeting the performance criteria in the single zone. Should population density change significantly, requiring an adjustment in response times, the parties shall meet and confer to discuss the possible addition of unit hours.
2. Population density determines response times:
 - a. Metro: > 500 people per square mile
 - b. Urban: 101-500 people per square mile
 - c. Suburban: 51-100 people per square mile
 - d. Rural: 7-50 people per square mile
 - e. Wilderness: < 7 people per square mile
3. For the purpose of assigning response time criteria and measuring "Outliers" for this Agreement, population density categories shall be combined into Subzones as follows and as shown in **Exhibit D**:
 - a. Urban (includes Metro)
 - b. Suburban
 - c. Rural (includes Wilderness)

C. Response Priority Categories – The County currently designates five levels of emergency patient acuity, which are used as response time determinants (Alpha, Bravo, Charlie, Delta and Echo) with which Contractor must comply by meeting specified response times.

1. The priority designation (Code 2/Code 3) of an assignment shall be accomplished in accordance with approved dispatch protocols for each of the determinants.
2. Subcontractor (or Contractor where applicable) will be deemed to be in compliance with response time standards if ninety percent (90.00%) or more of

all Code 3 9-1-1 events in which an ALS first responder arrives on scene, measured quarterly, meet the specified response times.

3. Contractor will be deemed to be in compliance with response time standards if ninety percent (90.00%) or more of all Code 3 9-1-1 events in which a transport ambulance arrives on scene, measured quarterly, meet the specified response times.

D. **Response Time Standards** – The response time standards for the first ALS unit and the first ALS transport Ambulance will be as follows for all Code-3 (Emergency) calls. It does not apply to Code-2 (Non-Emergency) calls:

Area	First ALS Unit		ALS Transport	
	Standard	Outlier	Standard	Outlier
Urban	90% ≤ 8:00	> 12:00	90% ≤ 16:00	> 24:00
Suburban	90% ≤ 12:00	> 18:00	90% ≤ 20:00	> 30:00
Rural	90% ≤ 20:00	> 30:00	90% ≤ 30:00	> 45:00

Code 3 is the immediate response of first responders and ambulance with lights and sirens.

E. **Response Time Exemptions** – As set forth herein, in some cases late responses will be excused from financial penalties and from response time compliance reports. The County has final authority to determine whether any particular incident qualifies as exempt from the Response Time requirements outlined herein. Examples of possible exemptions include:

1. Incorrect or inaccurate location information (including address or cross street) provided to responding unit at time of dispatch;
2. Weather conditions which severely impair visibility or create other unsafe driving conditions;
3. Disrupted voice or data radio transmission beyond the control of Contractor or NETCOM;
4. Material change in dispatch location after the initial dispatch is recorded as dispatched (DS);
5. Hospital off-load delays which result in late responses: The County will give consideration for delayed responses which are attributed to and validated as being a result of an extended hospital drop time which exceeds the County's standard. The Contractor will provide ample evidence that the ambulance would have been at post or in a position where the responding crew would have met the response time requirement. The contractor will develop plans to assist in minimizing hospital drop time delays for factors within its control.
6. NETCOM failure to follow the Contractor's written, automated System Status

1 Management plan that affects the response time of the call.

- 2 7. Traffic stoppages related to incident (e.g., car crash);
- 3 8. Unavoidable delays caused by driveway, gate, road construction and/or
- 4 closure;
- 5 9. Absence of units from the Contractor's dedicated Santa Cruz County system
- 6 deployment during time of a declared disaster in contiguous county, as
- 7 approved by the Contract Administrator; and,
- 8 10. Periods in which the NETCOM'S Computer Aided Dispatch (CAD) system is
- 9 not operable and/or a NETCOM equipment failure disrupts the transmission
- 10 or recording of an incident.

11
12 Exemptions shall be for good cause only, as determined by the County, in its reasonable
13 discretion. The burden of proof that there is good cause shall rest with the Contractor and
14 Contractor must have acted in good faith. The alleged good cause must have been a substantial
15 factor in producing the excessive response time. Exemptions shall be considered on a case-by-
16 case basis. Contractor shall file a request for each response time exemption through the online
17 compliance utility with the Santa Cruz County LEMSA within 10 business days of the call.

18
19 F. Response Time Calculations – Response times shall be calculated from the hour,
20 minute and second the call is dispatched by NETCOM to the hour, minute and second
21 the Contractor's ALS or transport unit arrives on scene, is "staging" (ST) as defined in
22 Section 4.1 (F)(4) below or is "in the area" (IA) as defined in Section 4.1 (F)(5) below.
23 A call is considered "dispatched" at the time of initial radio and/or pager toning as
24 automatically captured via the CAD system. Contractor's crews will be responsible for
25 notifying NETCOM of arrival On-Scene immediately upon arrival at the scene of a
26 call. The parties understand and agree that:

- 27
28 1. Contractor will have successfully stopped the ALS Response Time (ART) clock
- 29 by arriving in an ALS Ambulance or Quick Response Vehicle (QRV) before,
- 30 or in lieu of, the ALS first responder.
- 31
32 2. For purposes of response time calculation, when calculating quarterly reports,
- 33 NETCOM will subtract eighteen (18) seconds from the elapsed time recorded
- 34 for each call to allow for the time (on average) required for NETCOM
- 35 dispatchers to provide the call information to the ambulance crew. Calls
- 36 canceled enroute by NETCOM or first responders, will count in the total
- 37 number of responses and the response time shall be calculated as if "arrived at
- 38 scene" at the time of cancellation. Approved exemptions shall count as "on
- 39 time" responses and be included in the quarterly response time calculations.
- 40
41 3. Notification of NETCOM upon arrival on-scene shall normally be given
- 42 immediately prior to parking the first responder vehicle or ambulance;
- 43
44 4. In cases of response to hazardous materials incidents and incidents involving
- 45 response by a law enforcement agency where there is reason to believe the scene
- 46 to be unsafe, the response time clocks shall be stopped when the emergency

vehicle arrives at a safe or designated staging area, announced by responding units as "Staging" (ST), using currently accepted nomenclature.

5. In responses to locations lacking access by way of a street or road maintained for public or private use, the responding crews shall advise NETCOM of arrival "In the Area" (IA), using currently accepted nomenclature, when encountering a locked gate or when leaving the paved street or road to obtain access to the patient.

6. If the responding crews are unable to report that they arrived at the scene because of radio coverage, the response time clock shall be stopped at the time of the next communication between the crew and NETCOM. The Contractor may request exemption of a late response in such instances when it can reasonably prove the attempted on-scene announcement and arrival time through other means (e.g., vehicle location technology).

Contractor's Response Times will be calculated on a quarterly basis to determine compliance with the standards set forth in this Agreement. Contractor's compliance to response zones will be measured as a single zone with Contractor meeting response time standards for a minimum of ninety (90.00) percent of all Code 3 calls, as calculated under this Agreement.

Unless otherwise determined by County, Contractor will maintain transmitter units on ambulances for Global Positioning System (GPS) technology for greater efficiency in partnership with NETCOM.

G. Applicable Calls – Response time standards shall be applicable to all Code 3 calls. ALS first responder response times and transport ambulance response times will be calculated and monitored separately. Each incident shall be counted as a single response regardless of the number of first responders or ambulances actually utilized and only the first arriving ALS responder's time shall be applicable to the response time calculation. If a response is canceled, or downgraded to a lower priority, financial liquidated damages may be assessed if response time standards are exceeded at the time of cancellation or downgrade. The Contractor shall not be held accountable for emergency or non-emergency response time compliance for any request for service originating outside the County, and those responses will not be counted in the number of total calls used to determine response time compliance under this Agreement.

H. Failure to Provide Data to Determine Compliance – When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the liquidated damage, Contractor may demonstrate to the satisfaction of the Santa Cruz County LEMSA an accurate on-scene time, however, the response would then be subject to response time liquidated damages calculations.

I. Online Compliance Utility – Contractor shall utilize an online compliance utility, such as FirstWatch/FirstPASS, to automate the process of compliance, exemption requests, real-time system dashboards, QI/QA, and report creation. It shall work with NETCOM

to establish the appropriate interface with the CAD data. County shall have access to this utility to review exemption requests, monitor system performance, and generate reports. The County shall also have the opportunity to purchase, at its own expense, additional modules from the online compliance utility provider including epidemiology and surveillance tools.

J. Air Ambulance/Air Rescue Services – The County benefits from helicopter air ambulance and helicopter air rescue services operating in the County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the County. Prehospital utilization of such services is based upon Santa Cruz County LEMSA policies and procedures. The Contractor shall comply with Santa Cruz County LEMSA policies and procedures and all applicable law regarding the use of these services.

K. Standby and Special Events

1. If the sponsor of a special event requests a dedicated standby ambulance at an event, Contractor may enter into a separate agreement with the sponsor for the provision of payment for such services.
2. Contractor shall not be precluded from performing other outside work such as non-emergency, BLS medical transfers.
3. Contractor shall provide ALS standby (either ambulance or first responder) services as requested by allied agencies; this may include working fires, hazardous material events, law enforcement incidents, etc. Standby services shall be provided at no charge for the first 24 hours unless the charges can be reimbursed.

Nothing herein shall excuse Contractor from satisfying its obligations under the terms of this Agreement. Expense for use of dedicated system equipment and revenues generated will be reported as described in Section 10 – Fiscal Requirements.

4.2 Dispatch Requirements

- A. Dispatch – Contractor shall contract with and make payments for emergency dispatch services to the County's exclusive emergency dispatch center, NETCOM.
- B. Dispatch Performance/QI Program – Recognizing the critical importance communications plays in EMS system performance and the Contractor's ability to fulfill its obligations, County and Contractor agree that NETCOM will have specific performance standards for EMS dispatch that are measurable. Contractor may participate in defining these performance standards. The specific performance standards and the components of NETCOM's quality improvement program shall be described in a separate contract between NETCOM and Contractor and a copy shall be provided to the County.
- C. Communications Equipment – Contractor shall provide and maintain in good operating condition, communication equipment consistent with County Policies and Procedures.

Such communications equipment shall be compatible with existing NETCOM equipment, and remain so during the period of this agreement.

4.3 Equipment and Supplies

- A. Ambulances –All ambulances shall be Type II, Euro-style van (Ford Transit, Mercedes Sprinter, or similar). The ambulance(s) as constructed and equipped shall conform to applicable USDOT / NHTSA Federal Motor Vehicle Safety Standards (FMVSS). Ambulances shall be compliant with all required state and federal safety standards applicable at the time of manufacture.
- B. The only exception shall be where such standards conflict with State of California standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of California. All units performing emergency response under this Agreement will be licensed annually by the County.
- a. As part of Contractor's Annual Report, the Contractor shall provide to the County a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the Agreement, including their vehicle number and mileage. Purchase, sale or transfer of ambulances used under this Agreement shall be reported to the County within 30 days.
- b. The fleet minimum shall be 140 percent of the peak staffing level. Further, a minimum of 50 percent of the reserve fleet must be available for response in the County at all times during the Agreement term. No primary (i.e., regularly scheduled) emergency vehicles utilized under the Agreement for the purpose of patient response and transportation shall be operated once its mileage exceeds 200,000. Reserve units may be used up to 250,000 miles. Proposed subcontractors may use different style ambulances; however, they must comply with safety standards and mileage limits stated above.
- C. Ambulance Equipment and Supplies – In order to increase system capacity during a surge event, each primary and reserve ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet Federal, State, and local requirements for ALS and BLS-level ambulances, including the requirements of County Policies and Procedures. Contractor shall be responsible for stocking all expendable supplies including medications. Ambulances shall carry sufficient surplus inventory to restock first responder units with disposable supplies used on a call (i.e., one-for-one exchange).
- a. All medical equipment shall be in good repair and in working and safe order at all times.
- D. Contractor shall maintain a surplus of all required supplies sufficient to sustain operations for a minimum of fourteen (14) days.
- a. Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include

1 the ability to communicate at all times and locations with NETCOM, Base
2 Hospitals, other hospitals, fire agencies, and public safety agencies. Contractor
3 shall ensure that each ambulance unit utilized in the performance of services
4 under this Agreement is equipped with emergency alerting devices capable of
5 being used to notify ambulance employees of response need; and radio
6 communications equipment compatible with NETCOM communications
7 equipment sufficient to meet or exceed the requirements of County Policies and
8 Procedures.

- 9
- 10 E. Controlled Substances – The Contractor shall be authorized to carry and have
11 controlled substance policies and procedures, consistent with Drug Enforcement
12 Administration (DEA) requirements, to govern the storage, inventory, accountability,
13 restocking, and procurement of controlled drugs and substances permitted by the
14 County to be carried and utilized in the provisions of ALS by paramedics.
- 15
- 16 a. The EMS Medical Director and Contract Administrator shall approve all
17 controlled substance policies and procedures.
- 18
- 19 b. Any incident of non-compliance with controlled substance policies and
20 procedures shall be reported immediately to the Contract Administrator.
- 21
- 22 F. Safety – Contractor shall provide employees with training and equipment necessary to
23 ensure protection from illness or injury while performing their duties.
- 24
- 25 G. Vehicle Maintenance Program – Contractor’s vehicle maintenance program shall be
26 designed and conducted so as to achieve the highest standards of reliability appropriate
27 to a modern emergency service.
- 28
- 29 a. Contractor shall maintain all of Contractor’s ambulances and vehicles.
30 Ambulances and vehicles shall be kept in excellent working condition at all
31 times. Any ambulance or vehicle with any deficiency that compromises, or may
32 compromise, its performance, shall be immediately removed from service.
- 33
- 34 b. Contractor shall submit a vehicle maintenance program and locations of
35 maintenance services in writing to the County at the start of the contract, and
36 within 15 days of any change to the maintenance program or location of
37 maintenance services.
- 38
- 39 c. Appearance of vehicles shall be excellent. Contractor shall repair all damage to
40 ambulances in a timely manner.
- 41

42 **4.4 Disaster Preparedness**

- 43
- 44 A. Disaster Plan – The Contractor shall have a plan for the immediate recall of employees
45 to staff units during multi-casualty situations, times of peak overload, or declared
46 disaster situations. This plan shall include the ability of the Contractor to contact and
47 alert off-duty employees and describe expectations for their response. Contractor shall
48 participate in training programs and exercises designed to upgrade, evaluate, and
49 maintain readiness of the system’s disaster and multi-casualty response system.

To the extent that Contractor has units available, but consistent with its primary responsibility to provide ambulance and Emergency Medical Services (EMS) in the County, Contractor, with County approval, shall render immediate "instant aid" and "mutual aid" to those providers of EMS operating within adjacent areas in order to ensure that timely EMS are rendered to persons in need of such services within those areas.

B. Disaster Planning – Contractor shall actively participate with the County in disaster planning. Contractor shall designate a representative who shall regularly attend disaster preparedness meetings as designated by the Contract Administrator, and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field employees and transport resources for participation in any County disaster drill in which the County disaster plan/multi-casualty incident plan is tested.

C. Disaster Response – If a disaster occurs, the County may suspend normal operations and the Contractor shall respond in accordance with the County's disaster plans and EMS System MCI policies. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:

1. During such periods, the Contractor may be released, at the reasonable discretion of the Contract Administrator, from response time performance requirements for all responses, including late responses. At the scene of such disasters, Contractor's employees shall perform in accordance with the County disaster plan.
2. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of employees, need for restocking, and other relevant considerations and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.

During the course of a disaster, the Contractor shall use its best efforts to maintain emergency service throughout the County and shall suspend or ration non-emergency transport work as necessary.

3. The County shall assist the Contractor in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. The County shall have the obligation to promptly reimburse the Contractor for any State funds issued to the County for said disaster.

4.5 System Committee Participation

Contractor shall designate appropriate employees to participate in committees that have a direct impact on EMS for the County.

4.6 Community Education/Prevention

Contractor shall participate in the EMS system's public education and information program including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen CPR, disaster preparedness, injury prevention, seat belt and helmet use, and infant/child car seats. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents. Providing ambulance standby at events may constitute community education when Contractor is also spending a significant amount of time providing educational opportunities during the event. Contractor shall work collaboratively with other public safety and EMS related groups such as the American Heart Association, the American Red Cross, and health care organizations to plan and provide public education programs.

Contractor shall present or participate in community education programs described above or other programs emphasizing health and prevention, as well as access to the EMS system no less than twelve (12) hours per month measured quarterly (36 hours per quarter). When requested by the Contract Administrator, Contractor shall provide County a report outlining all community education activities over the preceding twelve (12) month period. The final determination as to whether an event qualifies as a community education activity shall be made by the Contract Administrator.

4.7 Innovation

Future changes in healthcare practices and reimbursements are likely, but unpredictable. As such, the Contractor and County must work together to improve the prehospital care provided during the term of this Agreement. As such, the Contractor agrees to work with the County to implement new industry best practices and programs to this end. The County agrees that any changes affecting the Contractor's revenue shall result in a "net zero" impact to the profit margin. That is, any increase or decrease in revenue caused by innovation shall have a corresponding change in ambulance base rates, response time/zone standards, or other system factors to ensure no gain/loss to the Contractor.

SECTION 5 PERSONNEL

5.1. Clinical and Staffing Standards

County expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and County EMS policies, procedures and field treatment guidelines. All persons employed by Contractor in the performance of work under this Agreement shall be competent and holders of appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. Contractor shall be held accountable for its employees' licensure, performance and actions. Patient's privacy and confidentiality shall be protected. Employees shall follow all Federal, State, and local policies and regulations regarding the protection of patient's privacy.

- A. Ambulance Staffing – Contractor shall, at all times, staff each ambulance with at least one person who is licensed in the State of California and accredited in Santa Cruz County as an Emergency Medical Technician-Paramedic ("EMT-P") and one person who is licensed in the State of California and accredited in Santa Cruz County as an Emergency Medical Technician ("EMT"), as those terms are defined in the California Health and Safety Code and the California Code of Regulations. Prior to December 31, 2019, Contractor shall provide for Contract Administrator approval, a plan to promote and recognize employees with bilingual skills, especially Spanish.

If approved by the Contract Administrator, Contractor and Subcontractors may staff ambulances at a BLS level with at least two persons who are certified in the State of California as an Emergency Medical Technician ("EMT"), as that term is defined in the California Health and Safety Code and the California Code of Regulations.

- B. Contractor shall track and report employee turnover rate as required by the Santa Cruz County Transport Report Card, or as requested by the Contract Administrator, using the following table and descriptions:

Sample Worksheet					
	Voluntary To Fire	Voluntary to other	Lay Offs	Total losses	FTE's expected
Mgr/Sup					
FT Medics					
PT Medics					
FT EMTs					
PT EMTs					
				Sum Total	
			Total	Losses	Calc %

Turnover rate is calculated by taking the number of separations during a month (a), divided by the average number of employees (budgeted headcount or what should be

1 staffed) for the same period (b) for the Santa Cruz County operation.

- 2
- 3 1. Turnover Rate Percentage = # of Separations/Fully staffed headcount
- 4
- 5 2. Turnover includes: All voluntary separations (i.e. Resignation, Retirement,
- 6 Transfer, and Layoff terminations). The County recognizes that turnover to
- 7 fire departments is a natural career path choice and will not punish the
- 8 provider for this type of turnover.
- 9

10 C. Management and Supervision

- 11
- 12 1. Contractor shall provide the management employees necessary to administer
- 13 and oversee all aspects of emergency ambulance service including oversight of
- 14 subcontracts.
- 15
- 16 2. There shall be one (1) Field Supervisor on duty within the County at all times.
- 17 The Field Supervisor will be a currently licensed paramedic with current
- 18 accreditation in Santa Cruz County. The Field Supervisor will supervise
- 19 Contractor's employees, ambulance deployment and operations and will be
- 20 available as a resource to the County and to Subcontractors in the provision of
- 21 their deployment and performance.
- 22
- 23 3. The parties acknowledge that EMS services may be provided by multiple
- 24 agencies and, consequently, a high level of intensive quality improvement and
- 25 oversight activities are necessary. In addition, the parties acknowledge that this
- 26 is a complex system which consists of the provision of services by an
- 27 emergency response team that arrive in different vehicles and who are
- 28 employed by different employers and, consequently, the system will require
- 29 adequate oversight, coordination and facilitation by the Contractor,
- 30 Subcontractor's and County in order to function seamlessly and effectively. The
- 31 Field Supervisor will maintain close contact with on-duty supervisory
- 32 personnel at NETCOM and the first responder agencies whenever necessary.
- 33
- 34 4. In addition to responding to the needs of the Contractor's and Subcontractor's
- 35 employees, the Field Supervisor shall immediately respond at all times to any
- 36 request by the County or public safety personnel and shall be authorized to act
- 37 on behalf of the Contractor.
- 38
- 39 5. The Field Supervisor job description shall require being in the field
- 40 communicating, educating, observing, outreach to first responders and
- 41 hospitals, and running calls with EMS crews at least 50 percent of their active
- 42 work hours on average. As examples: for a Field Supervisor working a 24-hour
- 43 shift, this means a minimum of eight hours of the shift on average is spent being
- 44 in the field. For a Field Supervisor working a 12-hour shift, this means a
- 45 minimum of six hours of the shift on average is spent being in the field.
- 46
- 47 6. The Field Supervisor shall not be assigned an ambulance shift or to staff an
- 48 ambulance except when not normally scheduled to a supervisory shift or in rare
- 49 circumstances (e.g., for example, covering for an employee who goes home in
- 50 the middle of a shift due to injury, a family emergency, or fatigue issue briefly

until relief staff is available would be acceptable).

D. Required Certifications – All ambulance employees shall be currently certified to the standards established by LEMSA policies and procedures.

E. Infrequent-Use Skills Refresher – EMT-Ps accredited in the County shall regularly practice skills and use of medications listed in the County's scope of practice for EMT-P, prior to performing these skills on patients in the field setting. Annually, the Prehospital Advisory Committee (PAC) approves a list of infrequently used skills that are to be refreshed by EMT-P's and EMT's. A minimum of four (4) hours each year shall be allocated for each responder to refresh infrequently used skills identified by PAC. Contractor shall be responsible for ensuring that employees regularly complete this training and annual refresher courses.

Orientation of New Employees – Contractor shall ensure that field employees are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, EMS system overview; EMS policies and procedures; radio communications with and between the Contractor, base hospital, receiving hospitals, and NETCOM; map reading skills (including key landmarks), routes to hospitals and other major receiving facilities, emergency response areas within the county and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met. Prior to start date, Contractor shall submit a new employee orientation program for approval by the Contract Administrator, which shall not be unreasonably withheld. Contractor shall notify Contract Administrator in writing of any changes made to program and will submit a report listing all new employee orientation activities when requested by the Contract Administrator.

F. In-Service Training, Continuing Education and Driver Training – Contractor shall have a program for ensuring employees are prepared to respond to emergency requests through in-service training, continuing education (CE) and Driver Training. Contractor shall list offerings during the previous year when requested by the Contract Administrator.

G. Preparation for Multi-Casualty Response – Contractor shall ensure that all ambulance employees/supervisory staff are trained and prepared to assume their respective roles and responsibilities under the County Multi-Casualty Medical Incident Response Plan (MCIP), the County Disaster Plan, and Active Shooter/Hostile Events (ASHE) education and training. At a multi-casualty scene, Contractor's employees shall perform as part of the Incident Command System (ICS) structure and in accordance with Standardized Emergency Management System (SEMS) legislation. Contractor shall ensure that all ambulance employees/supervisory staff have a minimum of ICS 100 training.

H. Clinical Report Card – The Medical Director will work with Contractor to develop a Report Card that is reflective of key clinical metrics for use in benchmarking and improving the system. The Report Card is not meant to be punitive in nature, but to offer feedback on skills, protocol compliance and other metrics and direction for

training and skills development. The initial Report Card will be provided to the Contractor no fewer than 90 days prior to the start of the contract. Changes to the Report Card will be made with Contractor input to ensure accuracy of reporting. Disagreements as to the measurements on the Report Card will be appealed to the Contract Administrator for resolution.

5.2. Compensation/Working Conditions for Employees

- A. Work Schedules and Conditions – At least fifty-one percent (51%) of the employees who are regularly scheduled to staff Contractor ambulances shall be full-time employees. Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable and safe working conditions for ambulance employees. Contractor is encouraged to employ paramedics credentialed within the County but also employed with other organizations (such as firefighters/paramedics). Contractor shall ensure that ambulance employees working extended shifts, part time jobs, voluntary or mandatory overtime, are not fatigued to an extent which might impair their judgment or motor skills. Contractor shall demonstrate that these employees are provided sufficient rest periods and time off to ensure that they remain alert and well-rested during work periods. As examples, staff shall be scheduled with at least eight hours of rest time or time off between regularly scheduled 24-hour shifts, and no employee shall work more than 48 hours without at least 12 consecutive hours of rest time or time off.
- B. Compensation/Fringe Benefits – The County expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified employees. Wages and benefits for employees shall be in accordance with the schedule in the applicable collective bargaining agreement(s). The County encourages the Contractor to establish creative programs that result in successful recruitment and retention of employees.
- C. New Employee Recruitment and Screening Process – Contractor shall operate a comprehensive program of employee recruitment and screening designed to attract and select field employees.
- D. Employee Records – Contractor shall maintain current records related to paramedic and EMT licensing, accreditation, certification, and continuing education. Contractor shall quarterly provide County with a list of EMT-P and EMT's currently employed by the Contractor. Information shall include, but not be limited to, name, and California paramedic license or EMT certification number. Information necessary to keep this list current shall be updated at least quarterly consistent with the ongoing reporting schedule in **Exhibit E**.
- E. Critical Incident Stress Debriefing – The nature of work in EMS produces stress in providers. The County prefers a Critical Incident Stress Debriefing (CISD) program that is integrated with programs used by other County prehospital personnel. Contractor shall maintain a critical incident stress-debriefing program and an on-going stress reduction program for its employees.

5.3. Safety and Infection Control

- 1 A. Contractor asserts that it follows applicable Cal/OSHA guidelines for safety and
2 infection control, including blood-borne pathogens, and that there are no enforcement
3 actions, litigation, or other legal or regulatory proceedings in progress or being brought
4 against Contractor as a result of non-compliance with such guidelines. Contractor
5 agrees to notify County immediately should the status of any of the assertions in this
6 paragraph change or come into question.
7
8 B. Contractor shall, upon request, furnish documentation satisfactory to County's Health
9 Officer, of the absence of tuberculosis disease for any employee who provides services
10 under this Agreement.
11
12 C. Contractor shall, upon request, furnish County a copy of any policies and procedures
13 applicable to Communicable Disease and any changes to those policies throughout the
14 term of this Agreement.
15

16 **5.4 High System User Diversion Coordinator**

- 17
18 A. Contractor shall hire one full-time employee (1.0 FTE) to support the reduction of
19 unnecessary transports, calls, and emergency department visits for frequent users of the
20 9-1-1 system. Contractor will work with County to develop and write a program plan
21 to address high system users which must be approved by County prior to
22 implementation. A vehicle stocked with appropriate equipment will be available for the
23 employee to use. In order to maximize engagement with County's social services and
24 other support agencies, the employee's physical work location may be based at the
25 LEMSA, as required by the Contract Administrator. The County shall provide a
26 dedicated work space and support engagement with all Health Service Agency staff to
27 reduce the impact of high system users within the Santa Cruz County 9-1-1 system.
28 This employee will also be expected to support other innovative programs developed
29 as described in Section 4.7.
30

SECTION 6
QUALITY/PERFORMANCE

6.1. Continuous Quality Improvement Program

- A. Continuous Quality Improvement Overview – Contractor shall establish a comprehensive continuous quality improvement (CQI) program approved by the County designed to interface with County's evolving CQI program, including participation in system related CQI activities. The Contractor's CQI program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Prior to commencing operations, Contractor shall provide for Contract Administrator approval, a comprehensive CQI plan.

- B. Clinical Education Coordinator/Manager – Contractor will employ a full time Coordinator/Manager, for the Santa Cruz division, to manage quality improvement, education, and training programs. This person will be the key clinical liaison to the Santa Cruz County EMS System, working with paramedic first responder agencies and County committees to ensure system clinical excellence. This person will be responsible for the coordination and execution of all clinical education and training programs for Contractor. The Contractor Transport Report Card shall identify and guide which areas require attention to improve patient care and safety.
- C. Peer involvement – Contractor shall promote peer involvement throughout the EMS system, including Subcontractors. Their role and function will include such activities as setting and improving standards for performance and system improvement, acting in an advisory capacity to the Contractor to review prospective, compulsory, and continuing education programs, and developing and following up on individual field instruction and performance improvement plans. The Contractor shall support and participate in clinical improvements and quality initiatives that benefit patient care or otherwise benefit the EMS system.
- D. Prehospital Care Reports – The EMS Medical Director shall identify a percentage of high acuity Prehospital Care Reports (PCRs) and percentage of remaining PCRs to be evaluated randomly each month by the Contractor's Clinical Education Coordinator/Manager. The results of the PCR evaluation will be factored into the Contractor Report Card.
- E. Inquiries and Complaints – Contractor shall provide prompt response and follow-up to inquiries and complaints.

- 1
2 F. Unusual Occurrences and Complaints – Contractor shall complete a report to the
3 Contract Administrator or her/his designee within 48 hours by all parties involved in
4 an unusual occurrence.
5

6 The Contractor shall maintain a database of unusual occurrences (UOR) and service
7 and billing complaints including tracking, trending and resolution. Billing complaints
8 may be reported separately. Contractor shall provide a summary report to Contract
9 Administrator of all complaints and UOR's consistent with the quarterly report
10 schedule in **Exhibit E**. Clinical unusual occurrences/complaints and non-clinical
11 unusual occurrences/complaints will be tracked separately and reported as required in
12 **Exhibit E**.
13

14 Contractor shall immediately notify the Contract Administrator of known potential
15 violations of the California Health and Safety Code, California Code of Regulations
16 Title 22, or local LEMSA policies and procedures.
17

- 18 G. Customer Survey – Contractor shall hire an independent, third-party provider to
19 administer customer evaluation surveys (for example, EMS Survey Team). The
20 Contract Administrator shall identify the percentage of transported patients who should
21 receive a survey. All patients not transported who completed against medical advice or
22 release at scene paperwork shall be included when demographic information is
23 successfully captured. The survey provider shall have an established model with
24 standardized questions and existing clientele to benchmark Contractor's results, which
25 may also include questions related to sub-contractor performance.
26

SECTION 7 DATA AND REPORTING

7.1 Data System Hardware and Software

Contractor and Subcontractors shall utilize County's electronic system for patient care reporting and shall complete PCRs according to County policy. The County shall provide and maintain the data system software.

7.2 Use and Reporting Responsibilities

The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as specified in the California Health and Safety Code.

The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system call number), automated dispatch system information for the response, prehospital personnel for the response, patient information (e.g., name, address, insurance), patient history and physical findings, treatment rendered, disposition, emergency department outcome information. Contractor shall comply with the requirements for the PCR as identified in County Policy.

The central repository for EMS data shall be at the LEMSA office. Records contained within the database shall be secure and confidential. Access to actual database records shall be restricted to select entities (e.g., EMS program staff, Contractor's CQI designated employees).

In order to facilitate Contractor's use of prehospital data for quality improvement and research purposes, County will provide Contractor Open Database Connectivity (ODBC) access with read-only permission and will supply a data dictionary, preferably using standard data definition language (DDL) or in best form subject to the limitations of the CACHE SQL capabilities. Best effort will be made by the County to provide access within 30 days of contract implementation.

7.3 Prehospital Care Reports

Contractor and Subcontractors shall complete appropriate documentation and PCRs according to County Policy.

7.4 Audits and Inspections

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including LEMSA representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit all contracts (including collective bargaining agreements), invoices, materials, payrolls, inventory records, records of employees (with the exception of confidential employees records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by this contract.

1 County representatives, may, at any time, and without notification, directly observe
2 Contractor's operation, ride as "third person" on any of the Contractor's ambulance units,
3 provided however, that in exercising this right to inspection and observation, such
4 representatives shall conduct themselves in a professional and courteous manner, shall not
5 interfere in any way with Contractor's employees in the performance of their duties, and shall,
6 at all times, be respectful of Contractor's employer/employee relationship.

7
8 The County's right to observe and inspect Contractor's business office operations or records
9 shall be restricted to normal business hours, except as provided above.

10
11 **7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191**

12
13 The County and Contractor shall enter into a Business Associate Agreement, as shown in
14 Exhibit M, incorporated in this Contract in order to comply with the Health Insurance
15 Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq.,
16 and regulations promulgated thereunder, governing protected health information.
17

SECTION 8 SUBCONTRACTS

8.1 General Subcontracting Provisions

All subcontracts of Contractor for provision of transport or related clinical services under this Agreement shall be notified of Contractor's relationship to County.

- A. Any transport or related clinical services subcontract, which is in excess of one thousand dollars (\$1,000), shall have prior approval of the Contract Administrator.
- B. Contractor shall provide, upon request of County, copies of all subcontracts relating to this Agreement entered into by Contractor.
- C. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
- D. Nothing in the Agreement, or in any Subcontract, shall preclude LEMSA staff from monitoring the EMS activity of any Subcontractor.
- E. There shall be a section in each subcontract requiring prior approval from the County before any subcontract may be modified.
- F. The Contractor shall assure that the Subcontractors cooperate fully with the LEMSA.
- G. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement will prevail in all cases.

8.2 Relationships and Accountability

Should the Contractor utilize one or more Subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek approval of the subcontract(s) from the County and provide assurance to the County that each of the Subcontractor(s) is professionally prepared for and understands its role within the system.

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

8.3 Performance Criteria

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

- A. The Contractor shall ensure that Subcontractors pay liquidated damages for response time Outliers according to the terms of this Agreement as described in Section 10.5.
- B. Subcontracts shall provide that paramedics and EMTs shall work cooperatively and supportively in the provision of care by the Contractor on-scene, and shall if requested by Contractor employees, assist in providing care enroute to the hospital.

8.4 Funding for First Response

- A. ALS First Responder Program Funding. Contractor shall pay Subcontractors in accordance with Section 8.4 (C) below for the ALS First Responder Program Services to be provided by Subcontractors under this Agreement. Payment for any other services to be rendered by Subcontractors under this Agreement shall be made in accordance with the terms of that Agreement, or by separate agreement between Subcontractors and Contractor and approved by County.
- B. Funding Mechanism for ALS First Responders. The parties acknowledge their understanding that the funding (hereinafter referred to as the Cost Differential) set forth in Section 8.4(C) below was determined based on a mechanism developed after a careful review and objective analysis of the actual and potential costs of providing service(s) at level(s) determined by the County. The parties acknowledge that the compensation to be provided to Subcontractors for service under this Agreement is the lesser of the Cost Differential compared to the Subcontractor's costs and is intended to be based on the cost that Contractor would bear if it provided service at the level determined by the County, in the absence of this Agreement. Accordingly, the parties stipulate and agree that the compensation specified within this Agreement is the sole, complete and total amount of compensation to be provided by Contractor to Subcontractors for the delivery of EMS first responder services under this Agreement and the necessary elements of production whereby those services are provided, by Subcontractors, as defined therein. This provision relating to funding for ALS First Response applies only to Subcontractor agencies that provide paramedic first response.
 - 1. Under no circumstances will Contractor compensate Subcontractors in excess of the cost to the Subcontractors to provide first responder services or in excess of the Contractor's Cost Differential, as defined hereinafter, to provide ALS First Response with in-house resources.
 - 2. If any Subcontractor Agency wishes to terminate its subcontract for first responder services, Contractor and Contract Administrator must receive such notice at least six (6) months prior to termination.
 - 3. If a change to the Cost Differential is requested, on or before the Agreement annual renewal Subcontractors shall submit a proposed ALS First Responder

1 Program budget for the forthcoming fiscal year to Contractor and Contract
2 Administrator and shall notify Contractor and County if it is seeking to change
3 the number of first responder agencies that receive funding. Upon any change
4 in Cost Differential approved by the Contract Administrator, Subcontractors
5 shall inform Contract Administrator that the funding received for first responder
6 services did not exceed the cost to the ALS First Responder Agency to provide
7 ALS First Responder Services during the prior fiscal year. Further, the
8 Contractor shall similarly inform the Contract Administrator that the amount of
9 first responder funding paid to Subcontractors did not exceed Contractor's Cost
10 Differential to provide those services. Contractor and Subcontractors shall
11 provide documentation to support the certification of costs as requested by the
12 County.

- 13
- 14 4. During the term of this Agreement, Contractor shall provide to Contract
15 Administrator, as part of Contractor's submission of its proposed budget for the
16 upcoming fiscal year, a good faith estimate, revised if necessary after due
17 consideration of termination notices received from Subcontractors, of the Cost
18 Differential to provide first responder services in the subsequent year.
- 19
- 20 5. All subcontracts and amendments to subcontracts must be approved by the
21 County prior to implementation. No agency may provide first responder
22 transport or non-transport paramedic services within the County during the term
23 of this Agreement, except pursuant to a subcontract and/or other ALS
24 agreement approved by the County.

25

26

27

28 C. Base Funding. Contractor shall pay the sum of \$320,000 to Subcontractors annually,
29 for ALS First Responder Services performed under this Agreement, subject to
30 adjustment as set forth in Section 8.4 (B)(5) above.

- 31
- 32 1. Payments shall be made based upon the terms established between the
33 Contractor and Subcontractors.
- 34
- 35 2. All payments shall be subject to penalty offset and adjustment, when
36 appropriate, as negotiated with the Contractor and set forth above.
- 37

SECTION 9 ADMINISTRATIVE REQUIREMENTS

9.1 Performance Security

Prior to commencement of operations, under the terms and conditions of this Agreement, Contractor shall obtain and maintain throughout the term of this Agreement, a performance security in the amount of \$500,000 in one of the following methods acceptable to the County.

- A. A performance bond issued by an admitted surety licensed in the State of California, and acceptable to County Counsel, provided that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to the County upon determination by the County that it has terminated the contract and all terms hereunder, as a result of the fact that Contractor is in Major Breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
- B. An irrevocable letter of credit issued by a bank or other financial institution acceptable to the County in a form acceptable to County Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the County upon termination of the contract and all terms hereunder, as a result of the fact that Contractor is in Major Breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the County; or
- C. A combination of the above methods that is acceptable to the County.

The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days written notice to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, Contractor shall provide replacement security acceptable to County within twenty (20) days of such occurrence.

9.2 Insurance

Contractor shall provide proof of a policy of insurance satisfactory to the County Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements set forth hereinafter. In addition, where Contractor authorizes its members to provide services specified under this Contract, Contractor shall ensure either that Contractor's policy of insurance names the Member Agencies as an additional, named insured for the purposes of this Contract, or alternatively, that the Member Agencies provide proof of a policy of insurance meeting all of the following requirements and naming the County as an additional insured for the purposes of rendering services as

1 Contractor's subcontractor under this Contract:

- 2
- 3 A. Full Worker's Compensation and Employers' Liability Insurance covering all
- 4 employees and subcontractors of Contractor as required by law in the State of
- 5 California.
- 6
- 7 B. Commercial General Liability Insurance coverage at least as broad as the most recent
- 8 ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and
- 9 \$10,000,000 umbrella policy, including coverage for: (a) products and completed
- 10 operations, (b) bodily and personal injury, (c) broad form property damage, (d)
- 11 contractual liability, and (e) cross-liability.
- 12
- 13 C. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired,
- 14 leased and non-owned vehicles used in connection with Contractor's business.
- 15
- 16 D. Professional liability (for example, malpractice insurance) is required with a limit of
- 17 liability of not less than \$5,000,000 per occurrence.
- 18
- 19 E. Cyber Liability is preferred with a limit of liability of not less than \$2,000,000.
- 20
- 21 F. Contractor shall furnish a certificate of insurance satisfactory to the County Risk
- 22 Management Division as evidence that the insurance required above is being
- 23 maintained.
- 24
- 25 G. The insurance shall be issued by an insurance company acceptable to the County Risk
- 26 Management Division or be provided through partial or total self-insurance likewise
- 27 acceptable to the County Risk Management Division.
- 28
- 29 H. Contractor agrees that the insurance required above shall be in effect at all times during
- 30 the term of this Contract. In the event said insurance coverage expires at any time or
- 31 times during the term of this Contract, Contractor agrees to provide at least thirty (30)
- 32 days prior to said expiration date, a new certificate of insurance evidencing insurance
- 33 coverage as provided for herein for not less than the remainder of term of the Contract,
- 34 or for a period of not less than one (1) year. New certificates of insurance are subject
- 35 to the approval of the County Risk Management Division, and Contractor agrees that
- 36 no work or services shall be performed prior to the giving of such approval. In the event
- 37 Contractor fails to keep in effect at all times insurance coverage as herein provided,
- 38 County may, in addition to any other remedies it may have, terminate this Contract
- 39 upon the occurrence of such event.
- 40
- 41 I. The certificate of insurance must include the following provisions stating that:
- 42 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior
- 43 written notice to County, and;
- 44 2. The County, its officers, officials, employees, and volunteers are included as
- 45 additional insured, but only insofar as the operations under this Contract are
- 46 concerned. This provision shall apply to all liability policies except worker's
- 47 compensation and professional liability insurance policies.

- 1 J. Contractor's insurance coverage shall be primary insurance as respects the County, its
2 officers, officials, employees and volunteers. Any insurance or self-insurance
3 maintained by the County, its officers, officials, employees or volunteers shall be in
4 excess of Contractor's insurance and shall not contribute with it.
5
6 K. Any deductibles or self-insured retentions must be declared to and approved by the
7 County, either: the insurer shall reduce or eliminate such deductibles or self-insured
8 retentions as respects the County, its officers, officials, employees, and volunteers; or
9 Contractor shall procure a bond guaranteeing payment of losses and related
10 investigations, claim administration and defense expenses.
11
12 L. Any failure to comply with the reporting provisions of the policies shall not affect
13 coverage provided to the County, its officers, officials, employees or volunteers.
14
15 M. The insurance companies shall have no recourse against the County, its officers and
16 employees or any of them for payment of any premiums or assessments under any
17 policy issued by any insurance company.
18
19 N. Contractor's obligations shall not be limited by the foregoing insurance requirements
20 and shall survive expiration of this Contract.
21
22 O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide
23 insurance covering claims made as a result of performance of this Contract for not less
24 than three (3) years following completion of performance of this Contract.
25
26 P. Certificate of insurance shall meet such additional standards as may be determined by
27 the contracting County Department either independently or in consultation with the
28 County Risk Management Division, as essential for protection of the County.
29

30 **9.3 Business Office, Billing and Collection System**

31

32 Contractor shall utilize a billing and collections system which minimizes the effort required by
33 patients to obtain reimbursement from third party sources for which they may be eligible, and
34 is capable of electronically filing Medicare and Medi-Cal billing claims.
35

SECTION 10 FISCAL REQUIREMENTS

10.1 General Provisions

- A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All reports provided by Contractor shall be in accordance with Generally Accepted Accounting Principles and be based on an accrual system.
- C. Fiscal year for reporting purposes of this Contract will be January 1st to December 31st.
- D. Contractor shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five (5) years from the end of the reporting period to which they pertain. Contractor will provide County or their designee access to all records for analytical purposes.
- E. Definitions and formulas pertinent to this section are found in **Exhibit L**.

10.2 Billing and Collections

- A. Rates – Approved rates beginning on the Contract start date are located in **Exhibit F**.
- B. Rate Adjustment – Contractor may request a rate increase during the Annual Budget process. County shall grant annual increases to the base rate, mileage, and oxygen equal to the Medical CPI averaged over the most recent three years, multiplied by 1.75, with a minimum increase of 5% and a maximum of 9%. Any request must be received at least 90 days prior to effective date of implementation of the increase.

Mid-cycle rate adjustments to the ambulance rates will be allowed for decreases in revenue due to the Centers for Medicare and Medicaid Services (CMS), payor mix changes, collection change outside the control of the Contractor, etc. The Contract Administrator may approve mid-cycle rate adjustments of up to three percent (3.0%). Any increase above three percent/CPI must be approved by the Board of Supervisors.

Contractor's annual Profit shall be capped at seven percent (7.0%) of Net Revenue in any fiscal year covered by this Contract ("Profit Cap"). If, at the end of any fiscal year, the Profit Cap is exceeded, Contractor shall reduce EMS System costs by delaying the next annual rate increase by an amount equal to the excess profit. Such reduction shall be made during the fiscal year immediately following the year in which the Profit Cap was exceeded. Examples of other ways to abate the excess profit may include, but are not limited to, increases in training, addition of administrative staff or unit hours, purchasing of equipment, as approved by the County and confirmed in writing by the Contract Administrator.

1 C. Billing and Revenue

- 2
- 3 1. Contractor agrees to bill all transports and medical care without discount of
- 4 County approved rates except as provided herein.
- 5
- 6 2. Contractor agrees that all revenue generated using personnel or equipment
- 7 expensed as described in this Agreement will be credited to Santa Cruz County
- 8 revenues.
- 9

10 D. Compassionate Care Screening – in keeping with a commitment to meet the needs of

11 the community, Contractor shall extend discounts in the form of a compassionate care

12 allowance to those patients who have demonstrated an inability to pay for emergency

13 medical transportation services. Contractor shall maintain a procedure, approved by the

14 Contract Administrator, which provides administrative guidelines and a sliding scale

15 of eligibility for screening such patients. Screening for eligibility shall be determined

16 through a formula that considers annual gross income, out-of-pocket medical expenses

17 and size of patient's immediate family. The current eligibility criteria are shown in

18 **Exhibit G**.

19

20 E. Medicare – Contractor shall accept Medicare and Medi-Cal assignment.

21

22 **10.3 Profit**

23

- 24 A. Annual Profit – Contractor shall abide by the Profit Cap described in Section 10.2(B).
- 25
- 26 B. General Administration and Indirect Expenses Cap – Allowable General
- 27 Administration and Indirect Expenses will be the actual cost or up to a maximum of
- 28 13% of direct expenses as defined in **Exhibit L**.
- 29

30 **10.4 Reporting Responsibilities**

31

- 32 A. Annual Budget – By January 31st of each year and consistent with the timeline shown
- 33 in Exhibit H, Contractor will submit an annual budget to the Contract Administrator.
- 34
- 35 B. Quarterly Reports – Before the end of the following month of each quarter and
- 36 consistent with the timeline shown in **Exhibit H**, Contractor shall submit quarterly
- 37 and year-to-date revenue and expenditure totals by account ("System Statement of
- 38 Operations"), At the same time, Contractor shall also submit a Closed Claim Report.
- 39
- 40 C. Year-End Financial Report – within one-hundred and twenty (120) days of each
- 41 Contractor fiscal yearend and consistent with the timeline shown in **Exhibit H**,
- 42 Contractor shall submit to the Contract Administrator and the County Auditor-
- 43 Controller:
- 44 1. An annual statement of revenue and expenditure totals by account in accordance
- 45 with the terms of this contract.
- 46
- 47 2. Complete audited financial statements report of the local operation to include:
- a. A balance sheet, statement of revenues and expenses, and any other

- statements and disclosures required in accordance with generally accepted accounting principles (GAAP).
- b. A report on Contractor's compliance with specified provisions of the agreement (See **Exhibit K**).
 - c. A management letter from the independent auditor.
3. Additional information may include, as requested by contract administrator:
- a. Reconciliation of differences between internal and external reports.
 - b. Contractor's general ledger for local operations.
 - c. Accounts receivable activity, patient billings and detailed support for all adjustments and write-offs.
 - d. Detailed information and support documentation for all financial reports.
 - e. Detailed activity and accounting information and supporting documentation for any revenue generated by employees and equipment expensed in this Agreement.
 - f. Other customary information or format as desired by the Contract Administrator.
 - g. Audit: Contract Administrator will cause an audit to be completed within ninety (90) days of receipt of the Year-End Financial Report. County and Contractor agree that making timely requests and responses for information is essential.

10.5 Liquidated Damages, Fees and Relief

- A. Liquidated Damages – Contractor shall pay County \$750 for each ALS first response or transport response that does not meet the response time standards defined as an "Outlier"(i.e., an Outlier) including the Contractor's use of mutual aid and Subcontractor resources within the County if not during a declared disaster or MCI, up to a maximum of \$60,000 per year, paid as a maximum of \$15,000 per quarter. AMR shall collect liquidated damages from Subcontractors as required. Each quarter in which the Contractor fails to meet the 90.00 percent standard as described in Section 4.1 (C)(2), within any compliance zone the Contractor shall pay to the County \$500 in liquidated damages for each one-tenth (1/10) of a percentage point by which the Contractor's performance falls short of the 90 percent standard. Each period in which the Contractor fails to meet the applicable response-time requirements, the County will review the Contractor's SSP, unit-hour of production capacities, and/or other factors to determine the causes of non-compliance.
- B. Liquidated Damage Relief – For every quarter that the Contractor's Report Card Compliance targets listed below, the County will reduce the total Liquidated Damages payable by Contractor under this section, and any other Liquidated Damages for that quarter by the percentage bonus listed below.

Report Card Compliance	Percentage of Reduction in Liquidated Damages
80-84.99	25%
85-89.99	50%

90-94.99	75%
95-100	100%

C. Payment Methodology – County will make final liquidated damage determinations and invoice the Contractor (and the Contractor shall inform the Subcontractors) of the fines incurred on a quarterly basis. Contractor shall pay County all Contractor and Subcontractor liquidated damage assessments on a quarterly basis as follows:

Quarter	County Invoice Date	Liquidated Damages Assessment Due
October – December	February 1 st	March 1 st
January - March	May 1 st	June 1 st
April - June	August 1 st	September 1 st
July - September	November 1 st	December 1 st

D. Startup Phase – Payment of liquidated damages for response time performance shall be phased in during the first one-hundred eighty (180) days of this Agreement. Contractor shall pay fifty percent (50%) of the liquidated damages assessed to Contractor and Subcontractors in the first quarter are paid and seventy-five percent (75%) in the second quarter. After this phase in period, one-hundred percent (100%) of all liquidated damages assessed shall be paid. The greater discount of the startup phase and Contractor Report Cards, if available, will apply.

E. Use of Liquidated Damage Monies – Liquidated damage monies shall be expended in a manner that benefits the EMS system as determined in the sole discretion of the County. The Contract Administrator may seek recommendations from the EMCC prior to making the final determination.

SECTION 11
GENERAL CONTRACT REQUIREMENTS

11.1 Contract Termination

- A. Minor Breach –The County may impose a penalty, not to exceed five hundred (\$500.00) for each Minor Breach of this Agreement that has not been cured within thirty (30) days from date of official notice being given by the County or designee.

“Minor Breaches” shall be defined as failure to fulfill any of the terms and conditions of this Agreement, which do not amount to a “Major Breach,” as, that term is defined below.

Before penalties for Minor Breach are imposed, the Health Services Agency Administrator, or designee, shall give the Contractor written notice of the alleged Minor Breach and thirty days to cure the breach or otherwise respond to the allegations of breach.

- B. Termination for Cause – County may terminate this Agreement at any time for cause for Major Breach of its provisions affecting the public health and safety, consistent with the provisions herein.

“Major Breach” shall be defined as:

1. Failure of Contractor to operate its vehicles and EMS program in a manner which enables the County and the Contractor to remain in substantial compliance with the requirements of Federal, State, and local laws, rules and regulations.
2. Willful material falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and EMS program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to the contract;
3. Chronic or persistent failure of the Contractor’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
4. Failure to comply with the response time performance requirements for two quarters in any 12-month period, shall be a “Minor Breach” of this Agreement. Failure to comply with these response time performance requirements for three quarters in any 12-month period, shall be a “Major Breach” of this Agreement.
5. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein and accepted by the County;

6. Failure to participate in the established CQI program of the Santa Cruz County LEMSA, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
7. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the County as provided for herein;
8. Chronic or persistent failure to comply with conditions stipulated by the County to correct any "Minor Breach" conditions;
9. Failure of the Contractor to cooperate with and assist the County in the investigation or correction of any "Minor or Major Breach" of the terms of this Agreement;
10. Failure by Contractor to cooperate with and assist the County in its takeover or replacement of Contractor's operations after a Major Breach has been declared by the County, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;
11. Failure to assist in the orderly transition, or scaling down of services upon the end of this Agreement if a subsequent Agreement with Contractor is not awarded;
12. Failure to comply with required payment of within thirty (30) days written notice of the imposition of such penalty;
13. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
14. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
15. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
16. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade employees in cooperating with or reporting concerns, deficiencies, etc., to the Santa Cruz County LEMSA;
17. Any other willful acts or omissions of the Contractor that endanger the public health and safety; and,
18. Failure to prepare and submit the required Year End Financial Report, the independent audit and the management letter within thirty (30) days after the

1 due date; and,

2
3 D. Declaration of Major Breach and Takeover/Replacement Service – If the County Board
4 of Supervisors determines that a Major Breach has occurred, and that the nature of the
5 breach is, in the County’s reasonable opinion, such that the breach constitutes a serious
6 and immediate threat to public health and safety, and after Contractor has been given
7 notice and reasonable opportunity to correct such deficiency, Contractor shall
8 cooperate completely and immediately with the County to effect a prompt and orderly
9 takeover or replacement by the County of Contractor’s Santa Cruz County operations.

10
11 E. Emergency Takeover/Replacement Service -- Immediately upon notification by County
12 that it has determined that a Major Breach has occurred and that said breach constitutes
13 a serious and immediate threat to public health and safety as provided in subsection
14 11.1 (D) above, all of the Contractor’s vehicles and related property, including, but not
15 limited to, staff, medical equipment, supplies and facilities necessary for performance
16 of services shall be deemed leased to the County until permanent disposition of the
17 situation has been achieved. The Contractor shall promptly deliver such vehicles,
18 equipment, supplies and facilities to the control of the County including, but not limited
19 to, all front line and reserve vehicles used in Santa Cruz County, sites used to house
20 equipment, staff, and communications equipment used in providing EMS services.
21 Each ambulance shall be equipped, at a minimum with the equipment and supplies
22 necessary for the operation of an ambulance in accordance with the County policies
23 and procedures, and supplies shall include the supplies necessary for the minimum
24 stocking levels of an ambulance.

25
26 The Contractor shall be required to deliver the above delineated vehicles and equipment
27 to the County in mitigation of any damages to the County resulting from Contractor’s
28 breach. The County shall pay monthly rent to the Contractor equal to the fair market
29 value for the use of the facilities, equipment or vehicles used in the performance of this
30 Agreement as hereinafter defined. “Fair market value” shall be deemed to be equal to
31 the aggregate monthly amount of the Contractor’s debt service for all facilities,
32 equipment or vehicles used in the performance of this Agreement that are being
33 financed to a purchase or lease schedule as documented by the Contractor at the
34 Contract Administrator’s request, and verified by the County. Payments for use of
35 Contractor’s other vehicles and equipment shall be based on the fair market value
36 thereof, taking into account the age and condition of the items and using a monthly
37 payment schedule that is based on an interest free amortization schedule for the then
38 current anticipated useful life of the equipment which in no event shall be longer than
39 the life remaining on the Contractor’s depreciation schedule determined in accordance
40 with GAAP.

41
42 The County shall disburse any payments that are made to either the Contractor or the
43 Contractor’s obligee during the takeover period. Such payments shall be made within
44 thirty (30) days of takeover and every thirty (30) days thereafter. The County shall also
45 be entitled to utilize, for payments equal to Contractor’s cost, all other services and
46 supplies of the Contractor or available to the Contractor not previously addressed
47 including billing, maintenance, administrative consulting and management services.
48 The Contractor shall assign all applicable service, supply or other agreements to the
49 County.

1
2 F. Dispute After Takeover/Replacement – Such takeover/replacement shall be effected
3 within 72 hours after finding of Major Breach by the County Board of Supervisors
4 meeting the criteria for takeover/replacement. Contractor shall not be prohibited from
5 disputing any such finding of such breach through litigation, provided, however, that
6 such litigation shall not have the effect of delaying, in any way, the immediate
7 takeover/replacement of operations by the County. Such dispute by the Contractor shall
8 not delay the County's access to Contractor's performance security.

9
10 Any legal dispute concerning a finding of breach shall be initiated only after the
11 emergency takeover/replacement has been completed. The Contractor's cooperation
12 with, and full support of, such emergency takeover/replacement process, as well as the
13 immediate release of performance security funds to the County, shall not be construed
14 as acceptance by Contractor of the finding of Major Breach, and shall not in any way
15 jeopardize the Contractor's right to recovery should a court later determine that the
16 declaration of Major Breach was in error. However, failure on the part of the Contractor
17 to cooperate fully with the County to affect a safe and orderly takeover/replacement of
18 services shall itself constitute a Major Breach under the terms of the contract, even if it
19 is later determined that the original declaration of Major Breach was made in error.

20
21 G. Breach Not Dangerous to Public Health and Safety – If the County declares the
22 Contractor to be in breach on grounds other than performance deficiencies dangerous
23 to public health and safety, the Contractor may dispute the County's claim of Major
24 Breach prior to termination of this Agreement.

25
26 H. Liquidated Damages – The unique nature of the services that are the subject of this
27 Agreement requires that, in the event of Major Breach and termination of this
28 Agreement of a type that endangers the public health and safety, the County must
29 restore services immediately, and the Contractor must cooperate fully to affect the most
30 orderly possible takeover/replacement of operations. In the event of such a
31 takeover/replacement of Contractor's operations by the County, it would be difficult or
32 impossible to distinguish the cost to the County of affecting the takeover/replacement,
33 the cost of correcting the default, the excess operating cost to the County during an
34 interim period, and cost of recruiting a replacement Contractor from the normal cost to
35 the County that would have occurred even if the default had not occurred. Similarly, if
36 takeover/replacement costs and interim operating costs are high, it would be impossible
37 to determine the extent to which such higher costs were the result of Contractor's
38 default or from faulty management of the County's costs during takeover and interim
39 operations.

40
41 For these reasons, this liquidated damages provision is a fair and necessary part of this
42 Contract. The minimum amount of these additional costs to the County (e.g., costs in
43 excess of those that would have been incurred by the County if the default had not
44 occurred) could be not less than \$300,000 even assuming County's
45 takeover/replacement management team is fully competent to manage the previously
46 contracted functions.

47
48 Therefore, in the event of such a declared Major Breach, the Contractor shall pay
49 County liquidated damages in the amount of the performance security set forth in

Section 9.1 of this Agreement.

I. County Responsibilities – In the event of termination, County shall be responsible for complying with all laws, if any, respecting reduction or termination of EMS.

J. “Lame Duck” Provisions – If the Contractor fails to win the bid in a subsequent bid cycle, the County shall depend upon the Contractor to continue provision of all services required under this Agreement until the winning Contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a “lame duck.” To ensure continued performance fully consistent with the requirements of this Agreement throughout any such “lame duck” period, the following provisions shall apply:

Throughout such “lame duck” period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning Contractor;

The Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor’s service and operating costs to maximize profits during the final stages of the contract;

The Contractor may reasonably begin to prepare for transition of service to the new Contractor during the “lame duck” period, and the County shall not unreasonably withhold its approval of the outgoing Contractor’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the Contractor’s performance during such “lame duck” period, and so long as such transition activities are prior-approved by the County.

11.2 Indemnification for Damages, Taxes and Contributions

To the fullest extent of the law, Contractor shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney’s fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Contractor’s, or any of its Subcontractors’ services, operations, or performance hereunder, and/or in connection with or arising from the selection of Contractor as a responsible, responsive proposer, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Any and all Federal, State and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor’s officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social

1 security and payroll tax withholding).

2 3 **11.3 Equal Employment Opportunity**

4
5 During and in relation to the performance of this Agreement, Contractor agrees as follows:

6
7 Contractor shall not discriminate against any employee or applicant for employment because
8 of race, color, religion, national origin, ancestry, physical or mental disability, medical
9 condition (cancer related), marital status, sexual orientation, age (over 18), veteran status,
10 gender, pregnancy, gender identity and gender expression, or any other non-merit factor
11 unrelated to job duties under the California Fair Employment and Housing Act. Such action
12 shall include, but not be limited to, the following: recruitment; advertising; layoff or
13 termination; rates of pay or other forms of compensation; and selection for training (including
14 apprenticeship), employment, upgrading, demotion, or transfer. The Contractor agrees to post
15 in conspicuous places, available to employees and applicants for employment, notice setting
16 forth the provisions of this non-discrimination clause.

17
18 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf
19 of the Contractor, state that all qualified applicants will receive consideration for employment
20 without regard to race, color, religion, national origin, ancestry, physical or mental disability,
21 medical condition (cancer related), marital status, sex, sexual orientation, age (over 18),
22 veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the
23 Contractor shall make a good faith effort to consider Minority/Women/Disabled Owned
24 Business Enterprises in Contractor's solicitation of goods and services. Definitions for
25 Minority/Women/Disabled Business Enterprises are available from the County General
26 Services Purchasing Division.

27
28 As part of the Contractor's Annual Report, the Contractor shall furnish County Equal
29 Employment Opportunity Office information and reports in the prescribed reporting format
30 (PER 4012) identifying the sex, race, (self-identifying) physical or mental disability, and job
31 classification of its employees and the names, dates and methods of advertisement and direct
32 solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

33
34 In the event of the Contractor's non-compliance with the non-discrimination clauses of this
35 Agreement or with any of the said rules, regulations, or orders said Contractor may be declared
36 ineligible for further agreements with the County.

37
38 The Contractor shall cause the foregoing provisions of this section to be inserted in all
39 subcontracts for any work covered under this Agreement by a subcontractor compensated more
40 than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing
41 provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw
42 materials.

43 44 **11.4 Independent Contractor**

45
46 It is agreed that Contractor shall perform as an independent contractor under this Agreement.
47 Contractor is, for all purposes arising out of this Agreement, an independent contractor, and
48 shall not be deemed an employee of the County. It is expressly understood and agreed that the
49 Contractor and its employees shall in no event be entitled to any benefits to which County

1 employees are entitled, including, but not limited to, overtime, any retirement benefits,
2 worker's compensation benefits, and injury leave or leave benefits. The Board of
3 Directors/Trustees of Contractor shall be vested with the responsibility for the administration
4 of the program to be conducted under this Agreement.

5
6 By their signatures to this Contract, each party certifies that it is his or her considered
7 judgment that the Contractor engaged under this Agreement is in fact an independent
8 contractor.

9 10 **11.5 Confidentiality of Records**

11
12 Contractor agrees that all information and records obtained in the course of providing services
13 to County in the program shall be subject to confidentiality and disclosure provisions of
14 applicable Federal and State statutes and regulations adopted pursuant thereto. Contractor
15 agrees that it has a duty and responsibility to make available to the County Administrator or
16 his/her designated representatives, including the Auditor-Controller of the County, the contents
17 of records pertaining to County which are maintained in connection with the performance of
18 Contractor's duties and responsibilities under this Agreement, subject to the provisions of the
19 heretofore mentioned Federal and State statutes and regulations. The County acknowledges its
20 duties and responsibilities regarding such records under such statutes and regulations.

21 22 **11.6 Assignability**

23
24 The Contractor shall not assign any interest in this Agreement, and shall not transfer any
25 interest in the same (whether by assignment or novation), without the prior written consent of
26 the County thereto; provided, however, that claims for money due or to become due to
27 Contractor from County under this Agreement may be assigned without such approval. Notice
28 of any assignment or transfer shall be furnished promptly to County.

29 30 **11.7 Interest of Contractor**

31
32 Contractor covenants that it presently has no interest, including but not limited to, other
33 projects or independent contractors, and shall not acquire any such interest, direct or indirect,
34 which would conflict in any manner or degree with the performance of services required to be
35 performed under this Agreement. Contractor further covenants that in the performance of this
36 Agreement no person having any such interest shall be employed or retained by him under this
37 Agreement.

38 39 **11.8 Political Activities Prohibited within Santa Cruz County**

40
41 None of the funds, provided directly or indirectly, under this Agreement shall be used for any
42 political activities or to further the election or defeat of any candidate for public office within
43 Santa Cruz County. No Contractor shall utilize or allow its name to be utilized in any
44 endorsement of any candidate for elected office in Santa Cruz County. Neither the Agreement
45 nor any funds provided thereunder shall be utilized in support of any partisan political activities
46 for or against the election of candidates for an elected office in Santa Cruz County.

47 48 **11.9 Lobbying**

1 None of the funds provided under this Agreement shall be used for publicity or propaganda
2 purposes designed to support or defeat any legislation pending before the Board of Supervisors
3 of the County to an extent other than allowed under applicable federal tax regulations for tax
4 exempt corporations pursuant to 26 C.F.R., Section 501(c)(3)ib(3).
5

6 **11.10 Conformance to Regulations**

7
8 Contractor shall perform this Agreement in conformance in all material respects with all
9 applicable Federal, State and local rules and regulations, including applicable facility and
10 professional licensure and/or certification laws, and including the federal Anti-kickback
11 statute.
12

13 **11.11 Conformance to Law**

14
15 This Agreement shall be construed and interpreted according to the laws of the State of
16 California, the United States of America and the ordinances of the County of Santa Cruz.
17

18 **11.12 Monitoring**

19
20 Contractor agrees that County shall have the right to monitor the services provided under this
21 Agreement. Monitoring shall be conducted according to standards and guidelines as set forth
22 by State and County requirements. Contractor agrees to provide County's Administrator, or
23 his/her designee, with access to all applicable files and records as may be necessary to monitor
24 the services according to the standards or guidelines described above.
25

26 **11.13 Reports**

27
28 Contractor shall submit written reports of operations, and other reports as requested by County
29 according to the table shown in Exhibits B and E. The format for the content of such reports
30 will be developed by County in consultation with Contractor. Reports shall be submitted to
31 Contract Administrator.
32

33 **11.14 Ownership, Publication, Reproduction and Use of Material**

34
35 All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems,
36 and any other material or properties produced under this Agreement shall be the property of
37 County. No such materials or properties produced in whole or in part under this Agreement
38 shall be subject to private use, copyright or patent right by Contractor in the United States or
39 in any other country without the express written consent of the County. County shall have
40 unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right
41 by Contractor in the United States or in any other country without the express written consent
42 of the Contractor. County shall have unrestricted authority to publish, disclose, distribute and
43 otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics,
44 forms or other materials or properties produced under this Agreement.
45

46 **11.15 Evaluation/Research**

47
48 Evaluation or research involving contact with past or present recipients of services provided
49 under this Agreement shall be permitted with the informed consent of the recipient and only

1 after the Contractor has determined that the conduct of such evaluation or research will not
2 adversely affect the quality of services provided or individual participation in services. County
3 reserves the right to prohibit or terminate evaluation or research activities, which in its
4 judgment jeopardize the quality of services or individual participation in services, provided
5 under this Agreement.

7 **11.16 Changes**

9 County may from time to time request Agreement modifications of Contractor to be performed
10 hereunder. Such changes, including any change in Contractor's response standards,
11 performance and clinical criteria, operational benchmarks, innovative services, etc., shall be
12 effective when incorporated in written amendments in this Agreement. No alteration,
13 amendment, or modification of the terms of this Agreement shall be valid unless executed by
14 written amendment hereto and approved by County and Contractor. Any change in overall
15 scope of services shall not occur without a new request for proposal.

17 County may alter response zones and time standards from time to time based on ambulance
18 industry standards as population, road access, and other relevant conditions change. County
19 shall give Contractor notice and opportunity to be heard before amending response zones and
20 time standards. County may request Contractor alter its SSP to respond to population trends
21 and other EMS system changes (e.g., changes in first responder ALS coverage). This may
22 require Contractor adjusting its SSP to improve back-up and move-up-and-cover ambulances.
23 Contractor shall negotiate in good faith with the County to revise its SSP to improve
24 performance as determined by the Contract Administrator. Contractor also shall negotiate in
25 good faith to revise the terms of this Contract if necessary to accommodate these changes
26 including changes to the ambulance fee schedule, if required.

28 County may alter performance standards during the term of this Contract consistent with the
29 modifications in EMS operational and medical standards developed by the County. County
30 shall notify Contractor at least sixty (60) days in advance of the effective date of the
31 modification. Contractor shall define the Contract impact within thirty (30) days of initiation.
32 Contractor shall negotiate in good faith to revise the terms of this Contract if necessary to
33 accommodate these changes.

35 Amendments or modifications to the provisions of this Agreement, including its term, may be
36 initiated by either party and may be incorporated into this Agreement if it is in writing and
37 approved by the parties. However, the overall length of this Agreement, including extensions,
38 may not exceed 10 years.

40 **11.17 Retention and Audit of Records**

42 Contractor shall retain records pertinent to this Agreement for a period of not less than five (5)
43 years after final payment under this Agreement or until a final audit report is accepted by
44 County, whichever occurs last. Contractor hereby agrees to be subject to the examination and
45 audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of
46 California, federal auditors or the designee of either for a period of five (5) years after final
47 payment under this Agreement.

1 **11.18 Non-Exclusion.**

2 Each party represents and certifies that neither it nor any practitioner who orders or provides
3 Services on its behalf hereunder has been convicted of any conduct that constitutes grounds
4 for mandatory exclusion as identified in 42 U.S.C §1320a-7(a). Each party further represents
5 and certifies that it is not ineligible to participate in Federal health care programs or in any
6 other state or federal government payment program. Each party agrees that if DHHS/OIG
7 excludes it, or any of its practitioners or employees who order or provide Services, from
8 participation in Federal health care programs, the party must notify the other party within five
9 (5) days of knowledge of such fact, and the other party may immediately terminate this
10 Agreement, unless the excluded part is a practitioner or employee who immediately
11 discontinues ordering or providing Services hereunder.
12

13 **11.19 Referrals.**

14 It is not the intent of either party that any remuneration, benefit or privilege provided for
15 under the Agreement shall influence or in any way be based on the referral or recommended
16 referral by either part of patients to the other party or its affiliated providers, if any, or the
17 purchasing, leasing or ordering of any services other than the specific services described in
18 the Agreement. Any payments specified herein are consistent with what the parties
19 reasonably believe to be a fair market value for the services provided.

SECTION 12:

EXHIBITS

Exhibit	Title
A	County Map
B	Initial Reporting Requirements
C	Deployment Map
D	Response Zones Map
E	Ongoing Reporting Requirements
F	Santa Cruz County Ambulance Rates
G	Sample Sliding Scale Procedure
H	Fiscal Product Timelines
I	Chart of Accounts
J	Asset Depreciable Lives
K	Auditor Compliance Report
L	Definitions
M	Business Services Agreement
N	Contractor Report Cards
O	Santa Cruz County RFP#17P1-001
P	Bidder's Proposal

EXHIBIT A: County Map



EXHIBIT B: Initial Reporting Requirements

Report Name	Due Date	Responsible	Submit To
Controlled Substances Plan	January 1, 2019	AMR	Contract Administrator
Deployment and System Status Plans	January 1, 2019	AMR	Contract Administrator
Vehicle List	January 1, 2019	AMR	Contract Administrator
Draft CQI Program	January 1, 2019	AMR	Contract Administrator
New Employee Orientation Program	January 1, 2019	AMR	Contract Administrator
Plan to Promote Bilingual Skills	July 1, 2019	AMR	Contract Administrator
Subcontracting Agreements	January 1, 2019	AMR	Contract Administrator
Draft High Utilizer/Innovation Program	July 1, 2019	AMR	Contract Administrator

EXHIBIT C: Deployment Map

Post Locations

AMR will have a 24-hour station based in Boulder Creek which will be a primary post location for the Valley area. In addition to this, we have a number of posting locations for our 12 hour units as described in the table and map below:

AMR's Posting Locations	
SC	Santa Cruz 1543 Pacific Ave
Felton	Felton 6059 Highway 9 Felton Fire
SV	Scotts Valley 10 Victor Square AMR
BC	Boulder Creek 13330 Middleton BC
CAP	Capitola 3914 Alameda Ave Capitola
Aptos	Aptos 9045 Soquel Dr.
WAT	Watsonville 939 Freedom Blvd
152H	Hwy 152 @ Holohan Quick Stop
FreAir	Freedom & Airport
FreCor	Freedom & Corralito's
SC	Capitol Rd @ Soquel
SC West	Hwy 1 @ Miramar
SC2	De Laveaga Park 850 N Branciforte
Wat H	Watsonville Hospital 75 Nielson Wat



EXHIBIT D: Response Zones Map

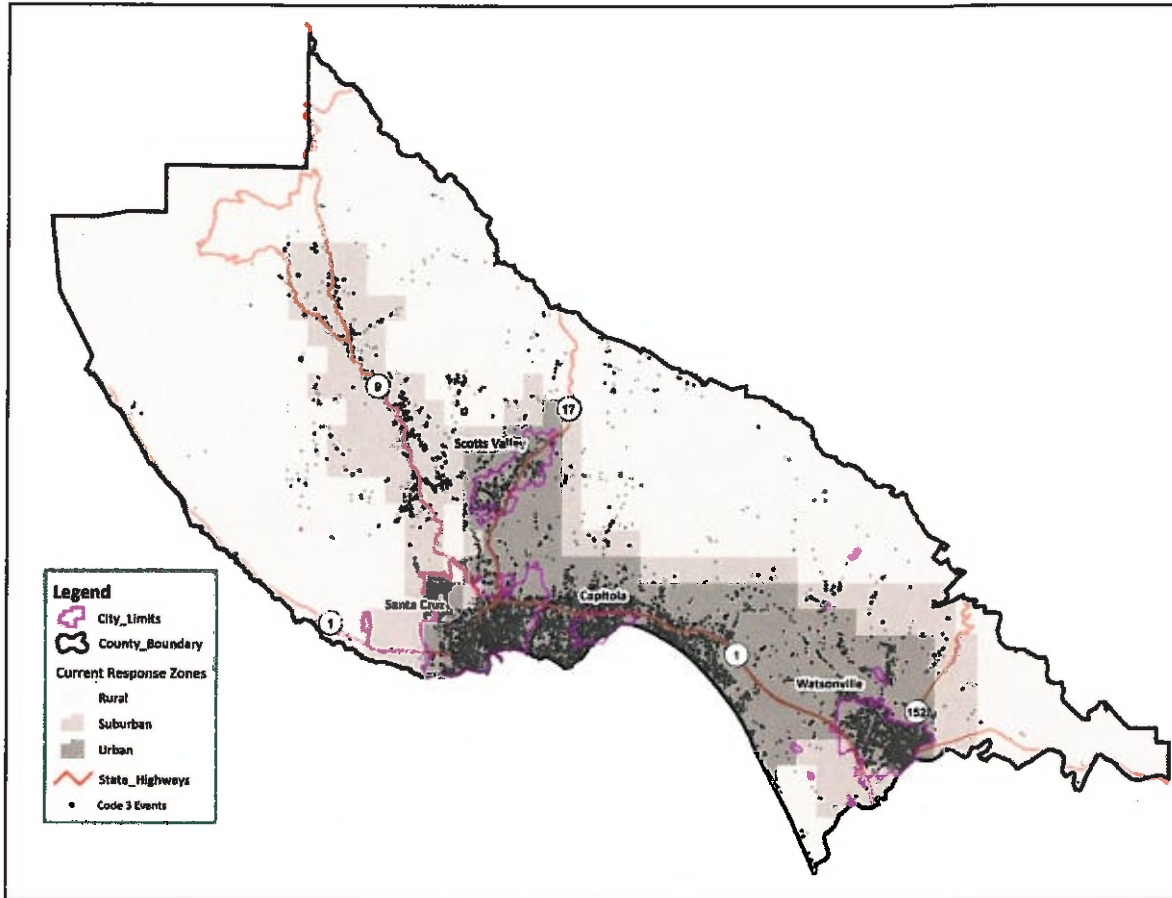


EXHIBIT E: Ongoing Reporting Requirements

Report Name	Due Date	Frequency	Responsible	Submit To
Deployment Plan Changes	30 days prior to change unless otherwise approved	As Needed	AMR	Contract Administrator
Unusual Occurrences	Within 48 hours of discovery, in monthly summary	As Needed and Monthly	AMR	Contract Administrator
Contractor Report Cards	20 th of the month following the quarter	Quarterly	AMR	Contract Administrator
Exemption Requests	Within 10 days of late response occurrence.	As needed	AMR, through online utility	Contract Administrator
Response Time Performance Report	20 th of the month following the quarter	Quarterly	AMR	Contract Administrator
Liquidated Damages Invoices	30 days after Reconciliation Finalized	Quarterly	Contract Administrator	AMR
Employee name and credential list	April 30 th July 31 st October 31 st January 31 st	Quarterly	AMR	Contract Administrator
Complaints/UOR's, non-clinical, listed by type without details	April 30 th July 31 st October 31 st January 31 st	Quarterly	AMR	Contract Administrator
Vehicle list with mileage	January 31 st for previous year	Annual	AMR	Contract Administrator
County Equal Employment Opportunity Office information and reports	January 31 st for previous year	Annual	AMR	Contract Administrator
Complaints/UOR's, clinical	12 th of each month for the previous month	Monthly	AMR	EMS Medical Director
Periodic reports as requested. Could include: • UHU per Unit • Community Education • In-service training offerings • Other reports as identified	Two weeks from request	As Requested	AMR	Contract Administrator

EXHIBIT F: Santa Cruz County Ambulance Rates

ALS

Services	Rates as of 1/1/19
ALS emergency base rate	\$3010.52
Non-transport fee*	Current ALS Medicare Allowable
Mileage	\$100.38 per mile
Oxygen	\$364.06

BLS

Services	Rates as of 1/1/19
BLS emergency base rate	\$2910.52
Non-transport fee*	Current ALS Medicare Allowable
Mileage	\$100.38 per mile
Oxygen	\$364.06

EXHIBIT G: Compassionate Care



Fee Forgiveness and Compassionate Care Programs Santa Cruz County

American Medical Response (AMR) of Santa Cruz County offers the Fee Forgiveness Program (FFP), and the Compassionate Care Program (CCP), which provide reduced cost health care services to patients who are uninsured or underinsured. Patients or authorized parties acting on the patient's behalf requesting hardship assistance is considered individually on a case-by-case basis.

If the patient or patient's representatives claim financial hardship, and there is no insurance coverage pending payment of the current balance, the patient is immediately provided two options under the Fee Forgiveness Program.

1. (50%) Fifty percent waiver of the remaining balance if the guarantor establishes a 12 month payment plan.
2. (80%) Eighty percent waiver of the remaining balance if the guarantor makes payment in full within 30 days.

If the patient is unable to commit to the options available in the Fee Forgiveness Program, they will be considered for the Compassionate Care Program, which can eliminate the patient responsible portion up to 100%.

AMR provides a CCP application if the applicant's income for the previous year (or current income) less medical expenses is equal to or less than 200% of the federal poverty level based off household size. The 200% threshold is adjusted annually in conjunction with the standards established by the federal government. Based off the information provided and household size, the patient may receive a discount of 20%, 40%, 60%, 80%, or 100% of full charges.

CCP eligibility is solely based upon the information and required documentation provided for each case.

The expectations of the applicant to be considered for CCP is to return a signed and completed application, along with a copy of the previous year's tax return or letter of non-filing from the IRS. Accompanying documentation is required dependent upon the applicant's current situation as outlined in the below application.



Compassionate Care Program

October 22, 2018

«Acct_Name»

«Address1»

«Address2»

«Address3»

Thank you for your interest in our Compassionate Care Program. Please reference the list below for information required to process your application. We will not be able to process your application if it is returned incomplete, or the required documentation is not provided. *Please note that additional documentation not initially requested below may be required following review of your situation.

All Applicants:

- ☐ The previous year's tax return or letter of non-filing from the IRS (1-800-908-9946).
- ☐ Hospital Charity Approval Letter (if applicable)

AND

Employed Applicants:

- ☐ Paycheck stubs or bank statements from the previous three (3) months for the entire household.

Unemployed / Retired Applicants:

- ☐ A letter from your local employment office indicating no wages/benefits are currently being received, or proof of any other sources of income or aid (i.e. SSI, SSA, SSDI, Unemployment, etc.)

Self Employed Applicants:

- ☐ Your quarterly profit and loss statement.

College Students Over 18 Years of Age:

- ☐ Documentation showing current enrollment is required (i.e. student loan documentation, a current class schedule, school account summary, etc.).
- ☐ If claimed as a dependent, the legal guardian's previous tax filing, along with paycheck stubs and bank statements from the previous three (3) months.

Non-US Residents:

- ☐ Proof of residence (passport, visa, check stubs, bank statement, etc.).

Please forward the completed application with all required documentation within 10 business days to:

American Medical Response
Attention: Patient Advocates
4701 Stoddard Rd.
Modesto, CA 95356

Your application for the Compassionate Care program will be thoroughly reviewed, and a letter will be mailed to you informing you of our determination. If you have any questions, please contact our Customer Service Department at 1-800-913-9106.

COMPASSIONATE CARE APPLICATION

CONTACT INFORMATION

Patient Name: _____ Account #: _____
Responsible _____
Party: _____ Account Balance: _____
Address: _____ LOB: _____
_____ Home Phone #: _____
_____ Cell Phone #: _____
Employer Name: _____

HOUSEHOLD SIZE: _____ (Include yourself, spouse and dependents only)

Name	Relationship to Patient	Age

(List additional household members on a separate sheet)

MONTHLY HOUSEHOLD INCOME

Net Wages

\$ _____

SSI, SSA, or SDI

\$ _____

Unemployment

\$ _____

Pension

\$ _____

Cash/Food Assistance

\$ _____

Other Income

Source: _____

\$ _____

\$ _____

Total

MONTHLY MEDICAL EXPENSES

Description

Health Insurance Premiums/COBRA

\$ _____

Pharmacy

\$ _____

Doctor Payments

\$ _____

Hospital Payments

\$ _____

Dental Payments _____

\$ _____

Specialist Payments _____

\$ _____

Other Medical Expense _____

\$ _____

Total

\$ _____

- I declare that above information is a true and accurate representation of my financial status.
- I understand that American Medical Response is required by law to keep any information I provide confidential.
- I understand that if I do not qualify for a reduction or waiver of charges by the terms of this program, I will remain personally liable for the charges of the services rendered by American Medical Response. I understand that all decisions are final.
- I certify that there is not any liability or third party coverage pertaining to all transports related to this application.

Signature _____

Date _____

EXHIBIT H: Fiscal Product Timelines

Fiscal Product	Due Date	Responsible	Submit To
Annual Rate Adjustment Request	November 1st	AMR	Contract Administrator
Annual Rate Adjustment approval	December 31 st	Contract Administrator	AMR
Off-cycle Rate Adjustment	As needed	AMR	Contract Administrator
Quarterly reports • Monthly financial • Closed Claim report	April 30 th July 31 st October 31 st January 31 st	AMR	Contract Administrator
Year End Financial Report	April 1st	AMR	Contract Administrator
Completed Audit	August 31 st	Contract Administrator	AMR
Annual Budget	January 31st	Contract Administrator	AMR

*Notes: Changes and extensions to timeline must be mutually agreed to by County and Contractor
Quarterly and annual report detail and formats shall be approved by Contract Administrator*

EXHIBIT I: Santa Cruz County Minimum Required Account Detail

Herein included by reference

EXHIBIT J: Asset Depreciable Lives

Asset Category	Depreciable Life In Years	Description
All vehicles used for this Agreement	Front line: 200,000 miles Reserve: 250,000	Ambulances, QRV's, other response vehicles
High Technology Medical Equipment	Manufacturer's life expectancy and/or willingness to support the equipment.	Electronic, electromechanical or computer based high tech equipment used in screening, monitoring, observation, diagnosis, treatment or recording of care provided for patients.
Mobile Communications Equipment	Manufacturer's life expectancy and/or willingness to support the equipment.	Mobile Data Computers, Computers used for communication with the dispatch center, mobile phones, two-way radios and other similar mobile data or communications equipment.

EXHIBIT K: Auditor Compliance Report

Independent auditors will include tests of contract compliance in their examination of Contractor's financial statements and provide a compliance report expressing their opinion on compliance with fiscal provisions of the contract specified below. Auditor's report shall include a schedule showing any findings of non-compliance.

Auditors' opinion should state compliance with the following contract provisions:

1. Revenues and expenses are in accordance with the Minimum Required Account Detail in Exhibit I.
2. Direct expenses include no intra-company charges except as provided in the definition of direct expenses in **Exhibit L**.
3. Reported expenses include no unallowable expenses as defined in **Exhibit L**.

EXHIBIT L: Definitions

Advanced Life Support (ALS)	Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52.
ALS Ambulance	An ambulance that has at the minimum, one EMT-Paramedic and one EMT-I as defined in California Health and Safety Codes 1797.80 and 1797.84 and equipment to provide ALS service to patients.
ALS Response Time (ART)	The measurement of time lapsed from the hour, minute and second the call is dispatched by NETCOM to the hour, minute and second of the arrival of a paramedic on the scene, regardless of whether the paramedic is employed by the Contractor or Subcontractor.
Ambulance	Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, convalescent, infirmed or otherwise incapacitated person.
Annual Profit	See Profit
Annual Report	Contractor shall submit, on or before January 31st each year, an Annual Report that shall include but not be limited to those reports listed as "annual" in Exhibit E and Exhibit H .
Base Hospital	Santa Cruz County hospital approved by the Santa Cruz County LEMSA to provide on-line medical advice and medical control to EMTs.
Basic Life Support (BLS)	Those medical services that may be provided within the scope of practice of a person certified as an EMT-I as defined in California Health and Safety Code Section 1797.80.
Basic Life Support (BLS) Ambulance	An ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT-I as defined in California Health and Safety Code 1797.80 and equipment to provide only basic life support at the scene of a medical emergency and during transport of a patient(s) experiencing a medical emergency.
Business Day	Any day that County offices are open for public business, excluding weekends and holidays.
Computer Aided Dispatch (CAD)	A system consisting of associated hardware and software to facilitate call-taking, unit selection, resource dispatch and deployment, event time stamping, creation and real-time maintenance of incident database and management information system.
Code 2 Call	Immediate dispatch of first responders and ambulance, no lights and sirens.
Code 3 Call	Immediate dispatch of first responders and ambulance with lights and sirens.
Contract Administrator	The Director of the Santa Cruz County Health Services Agency or her/his designee.

Contract Anniversary Date	January 1 st .
Cost Differential	The cost to the Contractor of providing first response with in-house resources (arriving on the scene in 8:00 minutes or less, 90.00% of the time with two paramedics in the Urban areas, 12:00 minutes in the Suburban areas and 20:00 minutes in the Rural areas) compared to the cost to the Contractor using First Responder Agencies to meet the ALS Response Time and the Contractor meeting the Transport Response Time with two paramedics in 12:00 minutes or less, 90.00% of the time in the Urban areas, 18:00 minutes in the Suburban areas, and 30 minutes in the Rural areas.
CQI	Continuous Quality Improvement
Critical Incident Stress Debriefing (CISD)	A specific, 7-phase, small group, supportive crisis intervention process; it is just one of the many crisis intervention techniques which are included under the umbrella of a critical incident stress management program.
Deployment Plan	An operational methodology that lists and defines the number of unit hours to be supplied by the Contractor, along with the placement of these units, by hour of day and day of week based on historical demand patterns.
Depreciation	As approved by County as shown in Exhibit J .
Direct Expenses	Expenses incurred by the Contractor in the delivery of field services and transport under this agreement and incurred in the local Santa Cruz County operations and fees directly related to the local operations. Intra-company charges are not allowable as direct expenses, except for allocated self-insurance charges, which must be based upon allocation formulas consistently and fairly applied to Contractor's operations. Direct expenses are included in the Chart of Accounts labeled "Operating Expenses" as shown in Exhibit I , exclusive of any accounts defined as General and Administration Expenses or Indirect Expenses.
Emergency	As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.
Emergency Medical Care Commission	The committee appointed by the Board of Supervisors that is advisory to the LEMSA and Board of Supervisors, and makes recommendations regarding standards, rules and regulations related to the medical and clinical aspects of ALS and ambulance service and prehospital care.
Emergency Medical Dispatch (EMD)	A series of components that allow the dispatcher to prioritize calls, send appropriate resources with the appropriate response, and provide pre-arrival instructions if needed.

Emergency Medical Services (EMS)	As defined in the Health and Safety Code Section 1797.72.
Emergency Medical Technician -I (EMT-I)	As defined in the Health and Safety Code Section 1797.80.
Emergency Medical Technician - Paramedic (EMT-P)	As defined in the Health and Safety Code Section 1797.84.
Emergency Medical Services Integration Authority (EMSIA)	A joint powers authority to integrate fire-based medical resources with the County's contracted ambulance provider.
Exception	A late response as determined by response time criteria
Excess Revenues	Contractor's net revenues less allowable direct expenses, general administration, indirect expenses and allowable annual profit as described in Section 10.3 (A).
Exclusive Operating Area (EOA)	An EMS area or sub-area of Santa Cruz County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85 and 1797.224
Exemption	A determination to exclude an EMS event from the predetermined response time criteria due to factors outside of the Contractors/Subcontractors control. A signed agreement between Contractor and ALS first responder agencies that is approved by the Contract Administrator, to include: • Detailed CQI responsibilities of each party • Expectation of trainings to be offered and attendance at training sessions by each party • Specific equipment and supply exchange/purchase responsibilities • Career ladder opportunities and anticipated process • BLS intercept cost recovery and process • Response time expectations • All fiscal specifications including penalties and fees agreed among the parties
Fire Integration	
First Responder	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
General and Administration Expenses	Expenses incurred within the local Santa Cruz operation to support field services and for the general direction of the local operation under this agreement. General and administration expenses are included in the Chart of Accounts in category "G&A expenses incurred by local operations" as shown in Exhibit I.
HIPAA	Health Insurance Portability and Accountability Act of 1996.

Indirect Expenses	Expenses not incurred in the local operation but necessary for the support of the Santa Cruz operation. Indirect expenses are those included in the Chart of Accounts category "Direct Shared Support Services" as shown in Exhibit I , i.e., Regional Overhead Allocations and Locational Overhead Allocations.
LEMSA	Santa Cruz County Local Emergency Medical Services Agency (LEMSA)
Liquidated Damages	The sum to be forfeited by the Contractor in case of nonfulfillment of stipulations in this Agreement.
Management Letter	A letter prepared by independent auditors, in addition to the required reports on internal controls or reportable conditions, to make recommendations to the client on internal controls and potential risks, accounting practices and operating efficiencies.
Medical Direction	Direction given ambulance personnel by a base hospital physician through direct voice contact or through an approved Mobile Intensive Care Nurse, as required by applicable medical protocols.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the EMS System, pursuant to Section 1797.204 of the Health and Safety Code
MCI Plan	Santa Cruz County Multi-Casualty Incident Plan
NETCOM	Santa Cruz Regional 9-1-1 Communications Center is a Joint Powers Authority (JPA) created by, and providing public safety and 911 dispatch services for, the County of Santa Cruz, and the Cities of Santa Cruz, Watsonville, and Capitola. The JPA also provides services for nine (9) Fire Districts, _____ (the Contracted paramedic and ambulance transport provider), and County Animal Control Services.
Net Revenue	Net revenue equals gross revenues, less an allowance for contractual adjustments and uncompensated care. Net revenue shall be used as the basis for calculation of contractor's Profit.
Operating Expenses	All reasonable and necessary expenses incurred in the Santa Cruz Operation including direct, general and administration and indirect expenses.
Prehospital Advisory Committee (PAC)	Formed to advise the EMS Medical Director on issues concerning the technical aspects in the provision of prehospital care.
Profit	Contractor's net revenues less allowable direct expenses, general administration and indirect expenses.
Quick Response Vehicle (QRV)	A vehicle approved by the County that is staffed with a paramedic and may be used as a first response vehicle by the Contractor.
Rural	All census places with a population density of less than 50 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 7 to 50 persons per square mile. (Reference: State of California, EMS Authority, EMS System Standards and Guidelines.)

Subcontractor

A person or entity that contracts with the Contractor pursuant to County approval to perform transportation or clinical services under this Agreement.

Suburban

All census places with a population density of 51 to 100 persons or more per square mile; or census tracts and enumeration districts without census tracts that have a population density of 51 to 100 persons per square mile. (Reference: State of California, EMS Authority, EMS System Standards and Guidelines).

**System Status
Management Plan**

An algorithm and written operating procedures for on-line, real-time management of system resources through system deployment, posting patterns and redeployment of units and unit hours to meet the ongoing demand of the system and to optimize system coverage consistent with real time needs of the system.

**Transport Response
Time (TRT)**

The measurement of time lapsed from the hour, minute and second the call is dispatched by SCCECC to the hour, minute and second of the arrival on the scene of an appropriate ambulance, regardless of whether the ambulance is provided by the Contractor or Subcontractor.

Unallowable Expenses

For purposes of the Agreement the following categories of expenses will not be allowed: political contributions or lobbying expenses, response time penalties, charitable contributions, bonuses or other employee payments not required by Contractor's labor agreements or otherwise agreed upon. County acknowledges that the exempt employees as outlined below are eligible to participate in an annual company sponsored incentive plan. County may review such plan upon request and Contractor will notify County of any changes in such plan during the life of this Agreement. Proposed incentive plan amounts will be included as part of the annual budget. Positions eligible are the Director of Operations, Paramedic Field Supervisors and Clinical Education Coordinator.

**Unit Hour Utilization
(UHU)**

A measurement of how hard and how effectively the EMS System is working. It is calculated by dividing the total number of hours a unit is assigned to a call during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations. The measure is calculated to determine the percentage of unit hours actually consumed in productivity with the total available unit hours.

Urban

All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 101 to 500 persons or more per square mile. (Reference: State of California, EMS Authority, EMS System Standards and Guidelines).

EXHIBIT M: HIPAA Business Services

COUNTY OF SANTA CRUZ

EXHIBIT M₃ - HIPAA BUSINESS SERVICES ADDENDUM

Covered Entity to Covered Entity

This Business Services Addendum (this "Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY" and CONTRACTOR in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI"), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.

COUNTY AND CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

EXHIBIT N: Contractor and Subcontractor Report Cards

County of Santa Cruz
RFP# 17P1-001 Addendum #3

Santa Cruz County Transport Report Card			
Criterion	Goal	Weighted Value	Score
Cardiac Arrest			
End-tidal CO2 monitored	90.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	3.0%	
Respiratory Distress			
Mental Status assessed/documented	90.0%	3.0%	
bronchodilator administration for wheezing	95.0%	3.0%	
Airway Management			
End-tidal CO2 performed on any successful ET intubation	90.0%	3.0%	
Other confirmation techniques (e.g., visualize chords, chest rise, auscultation)	90.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	5.0%	
STEMI			
ASA administration	90.0%	3.0%	
SpO2 recorded	95.0%	3.0%	
12 LEAD EKG acquired within 5 minutes	90.0%	3.0%	
Scene time less than 15 minutes	90.0%	3.0%	
Transport to STEMI center rate (with notification)	95.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	5.0%	
Stroke			
Time last seen normal	90.0%	3.0%	
Use of a prehospital BEFAST stroke scale	90.0%	3.0%	
Scene time less than 15 minutes	90.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	3.0%	
Trauma			
PAM scale recorded	90.0%	3.0%	
Scene time less than 15 minutes	90.0%	3.0%	
Trauma center destination	90.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	3.0%	
Safety			
Employee injuries per 10,000 hours worked	1.00	2.0%	
Employee turnover rate	25.0%	3.0%	
Protocol compliance rate per chart review (high acuity, AMA/RAS, & random)	90.0%	10.0%	
Patient Satisfaction (use standardized questions to allow inter-agency comparison)			
Communication by medics (patient and family)	87.2%	3.0%	
Care shown by the ambulance crew	94.8%	2.0%	
Skill and professionalism of our ambulance crew	93.8%	2.0%	
Cleanliness of ambulance	94.1%	2.0%	
Ride of the ambulance	92.9%	2.0%	
ePCR Submission Compliance			
At time of patient drop off (over 90 days)	90.0%	2.0%	
High acuity (ROSC, STEMI, Stroke, Trauma) cases at time of drop off	95.0%	2.0%	
Completed within 24 hours	100.0%	2.0%	
Total Standards:		100.0%	
Green: Meet/Exceed Goal		Criteria	
Orange: 0-20% Below Goal		1) Measurable	
Red: >20% Below Goal		2) Must be improvable	
		3) Reflect value to the patient	

Santa Cruz County First Responder Report Card			
Criterion	Goal	Weighted Value	Score
Cardiac Arrest			
End-tidal CO2 monitored	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
Respiratory Distress			
Mental Status assessed/documented	90.0%	4.0%	
bronchodilator administration for wheezing within 10 minutes	85.0%	4.0%	
Airway Management			
End-tidal CO2 performed on any successful ET intubation	90.0%	4.0%	
Other confirmation techniques (e.g., visualize chords, chest rise, auscultation)	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
STEMI			
ASA administration within 5 minutes	90.0%	4.0%	
SpO2 recorded	95.0%	4.0%	
12 LEAD EKG acquired within 5 minutes	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
Stroke			
Time last seen normal	90.0%	4.0%	
Use of a prehospital BEFAST stroke scale	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
Trauma			
PAM scale recorded	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
Safety			
Protocol compliance rate per chart review (high acuity, AMA/RAS, & random)	90.0%	10.0%	
Patient Satisfaction (use standardized questions to allow inter-agency comparison)			
Degree to which the firefighters took your problem seriously	90.0%	4.0%	
How well the firefighters explained things in a way you could understand	95.4%	4.0%	
Skill of the firefighters	94.1%	4.0%	
Extent to which the firefighters cared for you as a person	94.1%	4.0%	
Professionalism of the firefighters	94.1%	4.0%	
ePCR Submission Compliance			
Transfer of Care (TOC) critical ePCR elements completed within 10 minutes of patient departure from scene	90.0%	3.0%	
Full ePCR completed within 24 hours	100.0%	3.0%	
Total Standards		100.0%	

Green: Meet/Exceed Goal

Orange: 0-20% Below Goal

Red: >20% Below Goal

Criteria

1) Measurable

2) Must be improvable

3) Reflect value to the patient

EXHIBIT O: RFP #17P1-001

For

**Santa Cruz County Emergency Ambulance Operator
For the Santa Cruz County Exclusive Operating Area**

Herein included by reference

EXHIBIT P: Bidder's Proposal

Herein included by reference