

**AGREEMENT WITH AMERICAN MEDICAL RESPONSE-WEST
A CALIFORNIA CORPORATION FOR
EMERGENCY AMBULANCE SERVICE IN
SAN JOAQUIN COUNTY ZONES A, B, AND C**

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SAN JOAQUIN COUNTY ZONES A, B, AND C**

THIS AGREEMENT, entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter called "County" and AMERICAN MEDICAL RESPONSE WEST, a California corporation, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, pursuant to Health and Safety Code, Division 2.5, Section 1797.224, County may declare an exclusive operating area for emergency ambulance service zone and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, County has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 17000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations; and

WHEREAS, County's local emergency medical services (EMS) agency has submitted County's EMS Transportation Plan to the State of California EMS Authority as an amendment to its EMS plan describing such an exclusive operating area and this amendment was approved by the California EMS Authority; and

WHEREAS, County conducted a competitive process as required by Section 1797.224 of the Health and Safety Code; and

WHEREAS, County has determined that all requests for emergency ambulance service shall be met by advanced life support equipped and staffed ambulances; and

WHEREAS, County has complied with all the statutes and regulations governing the designation of an exclusive provider of emergency ambulance services in San Joaquin County; and

WHEREAS, on November 15, 2005 the Board of Supervisors authorized the Health Care Services Director to enter into negotiations with Contractor for the provision of emergency ambulance service within Zones A, B, and C.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Contract Administration

The San Joaquin County EMS Administrator shall serve as the Contract Administrator, and 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 operational and patient care records;
- B. Monitor the Contractor's EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies;
- C. Provide technical guidance, as the Contract Administrator deems appropriate.

1.2 Term of Agreement

The term of this Agreement shall commence on January 17, 2006, and shall terminate at 0800 hours on May 1, 2011, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

The period between the approval of this Agreement and the beginning of ambulance services under this agreement shall be known as the Start Up and Transition Period.

The period starting at 0800 hours May 1, 2006 shall be known as the Service Period.

1.3 Documents Constituting Contract

The San Joaquin County Emergency Ambulance Request for Proposals, dated July 12, 2005 and Contractor's proposal, dated September 22, 2005, are made a part hereof and by reference into this Agreement, provided however, that this Agreement supersedes any inconsistent provision of these documents. No addition to, or alteration of, the terms of this Agreement, and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement. All defined terms herein shall have the meaning as set forth in Exhibit I.

1.4 Conditions for Extension of the Agreement

At its sole discretion, the San Joaquin County Board of Supervisors may extend the exclusive market rights granted to the Contractor for an additional five-year period. One year prior to the expiration of the agreement, the Contractor may petition the Board for a five-year extension.

- A. In deciding whether or not to extend the Agreement, the County, 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 County's decision to grant an extension will consider, but not be limited to, how well the Contractor has performed in the following areas:
1. Operational and financial areas;
 2. Effectiveness of the Contractor's quality improvement program in achieving demonstrable improvements in the performance and efficiency of the system;
 3. Cooperation of management in assisting the EMS Agency with system operation and enhancements;
 4. Number of substantiated complaints filed against the Contractor and the manner in which the Contractor handled them;
 5. Extent of the Contractor's community involvement;
 6. Consistency in maintaining and/or improving its professional image;
 7. Integration of community and employee input;
 8. Level of cooperation between the Contractor and other participants within the EMS System; and
 9. Effectiveness in managing and coordinating first responder relationships.

1.5 Contract Response Area

All requirements described in this Agreement apply to the County of San Joaquin Exclusive Operating Area (EOA) Zones A, B, and C as shown in Exhibit A and described in Exhibit B.

All of the following transports originating in Zones A, B, and C shall be referred to the Contractor, and Contractor shall provide all responses and ground transports as follows:

- A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests.
- B. Made in response to requests for immediate ambulance service transmitted through an authorized 9-1-1/PSAP.
- C. Made in response to requests for emergency ambulance service made directly to the ambulance service from a private telephone call without going through an authorized 9-1-1/PSAP.
- D. Any other request for service requiring an emergency ground ambulance response, as defined by the County's policies and procedures.

1.6 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: CEO West Region
American Medical Response
7575 South Front Road
Livermore, CA 94550

County: EMS Administrator
San Joaquin County EMS Agency
500 W Hospital Road, Benton Hall Room 55
French Camp, CA 95231

1.7 ALS provider agreement

This agreement will also serve as the Paramedic Service Provider agreement required under § 100167(b)(4), Title 22, CCR.

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 and enforce the Contractor's rights as the sole provider of emergency ambulance services within Zones A, B, and C;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Through its local EMS agency, provide medical direction and control of the EMS system, to include EMS dispatch.

2.2 Contractor's Functional Responsibilities

During the Service Period of this Agreement, as defined in Section 1.2, the Contractor shall:

- A. Provide prehospital emergency medical care and transport services in response to emergency medical calls within Zones A, B, and C twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status.
 - 1. When a request for service is received by the Contractor at its dispatch center, an appropriately trained EMD Dispatcher must answer that request promptly, must follow County approved EMD dispatch procedures, offer planned pre-arrival assistance (as appropriate) and must manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS air transport provider agencies.
 - 2. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by the agreement, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to the County's Policies and Procedures.
 - 3. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical

performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety

- B. Develop system status management and deployment plans specific to meeting EMS performance requirements within San Joaquin County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense;
- C. Keep a current deployment plan on file with the Contract Administrator and a plan to redeploy or add ambulance hours if response time performance standard is not met;
- 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 personnel;
- F. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited;
- G. Comply with all training requirements established by the State of California;
- H. Comply with County EMS Agency policies and procedures;
- I. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- J. Submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the County;
- K. Respond to County inquiries about service and/or complaints within one business day of notification; and
- L. Notify the County of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements in accordance with Section 6.3 of this Agreement.

2.3 Start up and Transition Period

- A. Contractor must have the ability to provide service throughout the contracted area as of the planned starting date for the agreement.
- B. Contractor shall provide a start-up/transition plan to the Contract Administrator by February 17, 2006. It shall identify the specific steps that must be taken prior to the start-up of service and shall identify measurable benchmarks to demonstrate its progress toward taking these steps. The plan shall include, but not be limited to:
 - 1. Procurement of ambulances
 - 2. Procurement and installation of equipment and supplies
 - 3. Procurement and installation of radio equipment
 - 4. Hiring of personnel
 - 5. Implementation of dispatch services
 - 6. Procurement of any federal, state, or local approvals or licenses
 - 7. Approval by any third-party payers
 - 8. Contracts with any subcontractors
- C. Contractor shall submit weekly progress reports to the Contract Administrator regarding its progress toward implementation during the transition period and shall meet with the Contract Administrator, as reasonably requested. Progress reports shall clearly identify any failures to meet benchmarks and the steps taken to prevent any delay in implementation.
- D. Prior to the implementation date, Contractor and County shall provide necessary documents to each other.

SECTION 3: DEPLOYMENT

3.1 On-going Deployment Plan Requirements

- A. An initial deployment plan shall be filed with the County prior to March 1, 2006.
- B. A current deployment plan, including maps, shall be kept on file with the Contract Administrator.
- C. The deployment plan shall:
 - 1. Specify locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
 - 2. Describe 24-hour and system status management strategies.
 - 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 and identifying those geographic areas within the response time compliance areas.
 - 5. Specify the anticipated response times to each community at the 90% fractile.
 - 6. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
 - 7. Describe any planned use of on-call crews.
 - 8. Describe any mandatory overtime requirements.
 - 9. Describe how workload will be monitored for personnel assigned to 24-hour units.
 - 10. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
 - 11. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
 - 12. Include signed contracts or "letters of intent" signed by both parties detailing the relationship of organizations participating in the provision of services.

3.2 Deployment Requirements

- A. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by Contractor to redeploy or add ambulance units within two months of notice by the Contract Administrator shall constitute a major breach of contract. The Contractor shall submit proposed changes in the deployment plan in writing to the Contract Administrator thirty (30) days in advance. The 30-day prior written notice shall be waived if Contractor is adding resources to its deployment plan or if an emergency adjustment to the plan is needed to correct an acute performance problem.

- B. Contractor shall provide a minimum of 3,024 unit hours per week throughout the life of the contract, as follows: Zone A 672 hours per week; Zone B 1,848 hours per week; Zone C 504 hours per week. Compliance with this requirement does not relieve Contractor of responsibility to comply with response time standards, as defined in Section 4.1(B).
- C. Contractor shall make a good faith effort to maintain an auto-aid partnership with Manteca District Ambulance (MDA) providing for seamless ambulance coverage between the Contractor and MDA in Zone C. Auto-aid shall be defined as set forth in Section 4.5(B) of this Agreement.
- D. Contractor shall make a good faith effort to establish auto-aid partnerships with ambulance providers serving Zones E and F providing for seamless ambulance coverage between Contractor and these providers in these zones Auto-aid shall be defined as set forth in Section 4.5(B) of this Agreement.

SECTION 4: OPERATIONS

4.1 Response Time Standards

- A. Response Time Performance – System response times are a key 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.
 3. For purposes of tracking Contractor response times and reporting, the zones will be divided into smaller compliance areas, described in Exhibit C. Compliance with response times in this Agreement is measured by meeting the performance criteria in each compliance area.
- B. Response Time Standards - The ambulance zones have been subdivided into eleven compliance areas, described in Exhibit C. There are three compliance areas in Zone A, five compliance areas in Zone B, and three compliance areas in Zone C. The Contractor shall have a response time compliance rate of 90% within each area during rolling 30-day periods according to the following standards.
1. In urban areas, an ALS ambulance shall respond to 90 percent of all calls each month in 7:29 minutes or less.
 2. In suburban areas, an ALS ambulance shall respond to 90 percent of all calls each month in 9:29 minutes or less.
 3. In rural areas, an ALS ambulance shall respond to 90 percent of all calls each month in 17:29 minutes or less.
 4. In wilderness areas, an ALS ambulance shall respond to 90 percent of all calls each month in 29:29 minutes or less.
- Current populations density area descriptions are shown in Exhibit D and described in Exhibit E. During the Start Up and Transition Period, Contractor will cooperate with County in assigning population densities to compliance zones.
- Annually, County and Contractor will review the population density assignments (Exhibit D and Exhibit E) and make adjustments as appropriate, based on recognized standards and authorities in the determination of population density.
- C. If the unit hour utilization ratio of a 24-hour ambulance nears 0.40, Contractor shall evaluate options to balance the workload.
- D. Response Time Exemptions - In some cases, late responses will be excused from financial penalties and from response time compliance reports. Examples of current exceptions include:
1. Multiple units to the same scene.

2. Severe inclement weather conditions which impair visibility or create other unsafe driving conditions;
3. Call reduced from Code-3 to Code-2 by on-scene responders or by the dispatcher in accordance with County protocol; and
4. Wrong address provided by the requesting party;
5. Unavoidable delay caused by unreported road construction;
6. Material change in dispatch location after the initial dispatch is recorded as dispatched;

Exceptions shall be for good cause only, as determined by the County. The burden of proof that there is good cause for an exception shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis.

Contractor shall file a request for each response time exception on a monthly basis with the San Joaquin County EMS Agency within fifteen (15) business days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

Exceptions may be granted for instances of “move up and cover” or “mutual aid” consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

- E. Response Time Calculations – Response times shall be calculated from the hour and minute and second the call is received at Contractor’s dispatch center to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed ALS unit.

A call is considered “received” at the time that the dispatcher has received sufficient information from the reporting party (including a PSAP) to initiate the response (i.e., call back number, address, and patient chief complaint).

- F. Applicable Calls – Response time standards shall apply to all emergency ambulance requests requiring a Code-3 response as determined by the Contractor’s emergency medical dispatch (EMD) center using call prioritizing and dispatch protocols approved by the EMS Agency. For the purpose of this requirement, “Code-3” means any request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and National Academy of Emergency Dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.

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 ambulance’s time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was 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 Zones A, B, and C, and those responses will not be counted in the number of total calls used to determine response time compliance under this Agreement.

- G. System Status Quality Program: Contractor shall establish and maintain a system status quality program, including:
1. A system to identify response time performance problems in order to identify underlying causes and to mitigate them. The posting plan, ambulance schedules, and the number of hours deployed will be reviewed and adjusted as needed.
 2. An System Status Management (SSM) committee that includes EMS agency representatives and EMS system stakeholders
 3. SSM review and process improvement/QI programs, including daily, weekly, and monthly reviews as described in Contractor's proposal.
- H. Performance Report – Within twelve (12) business days following the end of each month, the Contractor shall submit a written report to the San Joaquin County EMS Agency, in a manner required by the San Joaquin County EMS Agency, identifying each emergency call:
1. that did not meet response time standard;
 2. handled by a BLS ambulance;
 3. that an ambulance was requested and was not able to respond; and
 4. with failure to properly report times necessary to determine response time, on-scene time, and transport time.

The Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

Within seven (7) business days of occurrence, the Contractor shall notify the County of any major regulatory actions or sanctions against the Contractor, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.

- I. Air Ambulance/Air Rescue Services - The County reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate 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 exclusive operating area. Prehospital utilization of such services is based upon San Joaquin County EMS Agency policies and procedures. The Contractor shall comply with San Joaquin County EMS Agency policies and procedures regarding the use of these services. Dispatch services for helicopter ambulance services and helicopter rescue services shall be provided in accordance with EMS policies and procedures.

- J. Standbys– When requested by a public safety agency, the Contractor shall furnish standby coverage at emergency incidents within Zones A, B, and C at the request of the on-scene Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to the personnel of the requesting agency or to the general public. Such requests shall be reported monthly by the Contractor to the County and monitored for proper utilization and impact on response times.
- K. Special events -
1. If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, the Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.
 2. Contractor shall not be precluded from performing other outside work, such as non-emergency medical transfers.
 3. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of this Agreement.

4.2 Dispatch Requirements

- A. Contractor shall provide dispatch for services necessary to receive and respond to requests for emergency and advanced life support ambulance services, as described in its proposal. The Contractor's dispatch center ("LIFECOM") shall:
1. Be approved by the State of California as a public safety answering point;
 2. Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points and from seven-digit telephone lines;
 3. Determine the nature and severity of medical incidents consistent with the Contractor's protocols approved by the County;
 4. Prioritize the urgency of the response;
 5. Dispatch appropriate EMS resources;
 6. Give post-dispatch and pre-arrival instructions to callers;
 7. Relay pertinent information to responding personnel;
 8. Monitor and track responding resources;
 9. Coordinate with public safety, first response, and EMS providers as needed; and
 10. Provide required data to the County.

The dispatch center shall be designated as a center of excellence by the National Academy of Emergency Dispatch by May 1, 2006 and shall maintain this accreditation during the entire term of this agreement.

Contractor shall ensure that all dispatching and communications with its ambulance units is conducted in a manner consistent with EMS Agency, Associated Public Safety Communication Officials, and National Association of Emergency Dispatch policies, procedures, protocols, and standards.

- B. Contractor shall establish a LIFECOM Performance Standards Committee which includes representatives of user groups and the EMS Agency.

- C. A time-stamp/date-stamp machine or a computer-aided dispatch (CAD) system shall be utilized to record dispatch information for all ambulance requests. The time-stamp or CAD system shall include the date, hours, minutes and seconds.
- D. Contractor shall have capabilities for 24-hour, "real time" recordings of all incoming emergency telephone lines and radio frequencies. All radio and telephone communications shall be recorded on tape or other digital recording medium and kept for a minimum of 90 days.
- E. Computer aided dispatch records shall be kept and maintained in accordance with Section 7.3(A) of this Agreement.
- F. Priority dispatch system: Contractor shall utilize an emergency medical dispatch protocol reference system approved by the San Joaquin County EMS Agency. It shall include:
 - 1. Systematized caller interrogation questions,
 - 2. Systematized dispatch life support instructions, and
 - 3. Systematized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response (emergency and/or non-emergency).
- G. Contractor shall utilize vehicle locator technologies allowing dispatchers to visually identify the location of Contractor's San Joaquin County ambulance in the EMS system on a computer screen at all times, ensuring that the closest and most appropriate ambulance is dispatched to every call for emergency service.
- H. Backup center: Contractor shall have a plan to provide for emergency and advanced life support ambulance dispatch during any period of primary dispatch system failure. Contractor shall ensure that REDCOM Fire/EMS dispatch center in Sonoma County or other equivalent dispatch center, approved by County, is able to serve as a backup dispatch center for its San Joaquin County operations with operational transition within five (5) minutes of failure of the LIFECOM center.
- I. Contractor shall install and maintain a personal computer and CAD monitor at the EMS Agency, providing real-time viewing of deployed ambulance resources and the ability to run reports.
- J. Contractor shall offer to establish at its cost a dedicated T1 connection (CAD to CAD link) between LIFECOM and San Joaquin County primary and secondary public safety answering points dispatching San Joaquin County fire first response agencies.
- K. Staffing: The dispatch center shall be staffed with sufficient emergency medical dispatchers to accomplish the above functions.

Each emergency medical dispatcher shall have completed an initial training program meeting the requirements of the California EMS Authority's Emergency Medical Services Dispatch Program Guidelines (EMSA #132, March 2003) and shall be nationally certified in emergency medical dispatch by the National Association of Emergency Dispatch.

Each emergency medical dispatcher shall receive a minimum of 32 hours of continuing dispatch education (CDE) every year, meeting or exceeding the standards described by the California EMS Authority's Emergency Medical Services Dispatch Program Guidelines.

- L. Up to and including August 1, 2006, Contractor shall pay for the initial interfaces between LIFECOM and any San Joaquin County first responder dispatch center serving agencies within Zones A, B, or C.
- M. EMS Agency contact point: Contractor's dispatch center shall serve as a 24-hour contact point for the EMS Agency's duty officer, the Office of Emergency Services Region IV's Regional Disaster Medical and Health Coordinator, and Office of Emergency Services Region IV ambulance strike team contacts.
- N. Contractor and County agree that, if a Joint Powers Agency is formed within San Joaquin County for the purpose of providing emergency dispatch services, Contractor and County will meet and confer regarding the provision of dispatch services.
- O. If Contractor contracts with fire protection districts and/or city fire departments in San Joaquin County for the provision of dispatch services, the following shall apply:
 - 1. Between May 1, 2006 and May 1, 2008, the rate charged to the fire protection district and/or city fire department for dispatch services shall not exceed \$19.50 per call for non-medical calls and \$9.75 per call for medical calls where an ambulance is also dispatched by Contractor's dispatch center (LIFECOM).
 - 2. After May 1, 2008, the above rates may be increased annually by an amount not to exceed a 50-50 weighting of the most current U.S. Bureau of Labor Statistics' San Francisco-Oakland-San Jose, CA medical care and transportation indices.
 - 3. Any additional fees, rates or other charges for dispatch services, communications equipment or frequencies shall be mutually agreed upon by Contractor and the individual fire protection district and must be communicated to County.

4.3. Communications Equipment

- A. Contractor shall provide and maintain in good operating condition, communication equipment, as described in its proposal. Such communications equipment shall be compatible with existing San Joaquin County equipment and be compliant with the requirements of Telecommunications Industry Association (TIA) Project 25, and remain so during the period of the exclusive operating area agreement.
- B. All communication equipment shall be consistent with County policies and procedures, including Project 25 compliance, as determined by County's sole discretion. Contractor shall obtain County approval for new or replacement communications equipment prior to placing such equipment in service. Contractor shall be provided a reasonable time period to implement any new equipment standards required by County.
- C. County has various developed radio sites throughout the County, which are linked via a microwave backbone to the San Joaquin County Sheriff's communication center in French Camp. The County will make radio sites available to the Contractor on a space available basis, at cost.
- D. Contractor shall provide and maintain a mobile communications vehicle for onsite control of major incidents, as described in its proposal.

4.4 Equipment and Supplies

- A. Ambulances – All ambulances used under the agreement shall be of a Type I, II, or III and shall be procured new for this contract. Ambulances shall meet or exceed the current Federal KKK standards at the time of the vehicles' original manufacture, except 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.

Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the agreement shall be reported to the Contract Administrator.

- B. Ambulance Equipment and Supplies – Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, State, and local requirements for ALS level ambulances, including the requirements of San Joaquin County EMS Agency policies and procedures. Contractor shall be responsible for stocking all expendable supplies including medications.

Each ambulance shall be equipped with the following equipment which shall be procured new for this contract:

1. A LifePak-12 monitor/defibrillator manufactured by Medtronic Physio-Control. This equipment is able to perform 12-lead ECG monitoring, defibrillation (counter-shock), cardiac pacing, non-invasive blood pressure monitoring, end-tidal CO2 monitoring (capnography), pulse oximetry, biphasic defibrillation, and cardioversion.
2. A Stryker Power-PRO powered gurney to reduce caregiver exposure to musculoskeletal injuries associated with lifting and lowering of the gurney
3. A Stryker Stair Chair: to reduce caregiver exposure to musculoskeletal injuries associated with ascending patients down stairs and ramps
4. ON-III low friction transfer sheets: to reduce caregiver exposure to musculoskeletal injuries associated with contact friction during patient transfer from bed to gurney

All medical equipment shall be in good repair and safe working order at all times. Contractor shall have sufficient medical equipment and expendable supplies so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

Contractor shall maintain, within the exclusive operating area, a surplus of all required supplies sufficient to sustain operations for a minimum of five (5) days.

- C. Radio Communications – Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with San Joaquin County receiving facilities, fire agencies, and public safety agencies. Contractor shall ensure that each ambulance unit utilized in the performance of services under the agreement is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment compatible with communications equipment sufficient to meet or exceed the requirements of County Policies and Procedures.

Contractor shall have access to an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center. Contractor shall ensure that each ambulance unit utilized in the performance of services under the agreement is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment sufficient to meet or exceed the requirements of EMS agency policies and procedures.

Contractor shall provide technology that allows crews to immediately mark on-scene time using push button technology connected to the CAD.

- D. Controlled Substances – The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) requirements, to govern the storage, inventory, accountability, restocking, and

procurement of controlled drugs and substances permitted by the County to be carried and utilized in the provisions of ALS by paramedics.

The San Joaquin County EMS Agency Medical Director shall approve all controlled substance policies and procedures of Contractor.

Any incident of non-compliance with controlled substance policies and procedures shall be reported immediately to the Contract Administrator.

- E. Vehicle Maintenance Program – The Contractor’s vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service.

The Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance shall be immediately removed from service.

The Contractor shall submit a vehicle maintenance program and locations of maintenance services in writing to the County. Records of vehicle maintenance shall be submitted to the County within five (5) business days of request.

Interior and exterior appearance of vehicles shall be excellent. The Contractor shall remove damaged ambulances from service and repair all damage to ambulances in a timely manner

4.5 Disaster Preparedness

- A. Disaster Plan – Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system’s disaster and multi-casualty response system.
- B. Mutual aid - To the extent that the Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the exclusive operating area, the Contractor, with County approval, shall render immediate “automatic aid” and “mutual aid” to those providers of emergency medical services operating within adjacent areas in and out of San Joaquin County in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.
- C. Disaster Planning – The Contractor shall actively participate with the County in disaster planning. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field personnel and

transport resources for participation in any EMS Agency approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

- D. **Disaster Response** – If a disaster declaration is made, the County may suspend normal operations and the Contractor shall respond in accordance with the disaster plan. 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 discretion of the Contract Administrator, from response time performance requirements for all responses, including response time penalties. At the scene of such disasters, Contractor personnel 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 personnel, 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.
 3. During the course of a disaster, the Contractor shall use its best efforts to maintain emergency service throughout Zones A, B, and C, and shall suspend or ration non-emergency transport work as necessary.
 4. 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 no financial responsibility for these costs or charges other than to provide assistance in processing the claim(s) for payment.
- E. At the scene of an MCI, the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with the Standardized Emergency Management System (SEMS) in accordance with San Joaquin County EMS policies and procedures.

4.6 System Committee Participation

The Contractor shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services for the County.

4.7 Community Education/Prevention

- A. 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.
- B. Contractor will employ a full-time community education coordinator.
- C. Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR),

disaster preparedness, injury prevention, seat belt and helmet use, infant/child car seats, and injury prevention for elders. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents. The 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 will offer child safety seat inspection programs with allied agencies.

- D. As part of the Annual Report, Contractor shall provide County a report outlining all community education activities over the preceding twelve (12) month period.

4.8 EMS Training Programs

- A. The Contractor shall make a good faith effort to participate in a minimum of three monthly training programs for fire departments and other first responder organizations within San Joaquin County. These may include, but not be limited to, joint training exercises and providing of instructors for training courses, evaluators for EMT and first responder testing, and similar activities.
- B. Contractor shall make a good faith effort to provide field internship opportunities for paramedic students from the Northern California Training Institute and for paramedic students from other San Joaquin County approved training programs.
- C. Contractor will offer various programs and recertification courses for the medical professionals in the area. These will be offered within San Joaquin County. Contractor shall coordinate its continuing education training with other EMS system participants so that local fire and law enforcement personnel and hospital staff may participate in the training as easily as possible.

4.9 Other Community Service Programs

- A. Contractor shall participate in other community service programs, as described in its proposal, such as:
 - 1. Providing free or discounted ambulance standbys at youth sporting events and community events.
 - 2. Providing free or discounted transports for the Safe Surrender Baby Program.
 - 3. Participation in the San Joaquin County Sheriff's Office boat patrol programs.
- B. Contractor shall provide five EMT-B training scholarships at SJ Delta College to disadvantaged high school students in San Joaquin County during each year of the contract. The scholarship shall cover tuition, books, and supplies. One scholarship shall go to a student within each San Joaquin County supervisorial district. Among the selection criteria will be the applicant's bilingual skills. Contractor shall provide assistance in obtaining employment with Contractor following graduation.

- C. As part of the Annual Report, Contractor shall provide County a report outlining all community standby activities over the preceding twelve (12) month period.

4.10 First Responder Relationships

- A. In the first year of the contract, Contractor agrees to donate thirty automatic external defibrillators (ten per ambulance zone) to rural fire departments, community centers, and other facilities in San Joaquin County. The donations shall not be made to any County agency, department, or representative.
- B. Contractor shall develop mechanisms to exchange such items as long spine boards and straps/head blocks, and restock medical supplies used by first responder units when the first responder personnel have provided treatment and patient care is assumed by the Contractor's personnel.
- C. Contractor will purchase 100 long spine boards, 100 single straps, and 100 spider straps to be used throughout the EMS system. These items shall remain the property of the Contractor.
- D. Contractor agrees to return first response personnel who accompany the ambulance crew during transport, to their regular duty station at the earliest possible time following the transfer of patient care after transport. Alternative transportation, such as a taxi or Supervisor, will be provided when necessary.

4.11 Receiving Facility Relationships

- A. Contractor will provide interested receiving facilities with access to and training in the MEDS electronic prehospital care report system, allowing for the receipt of the completed patient care record (PCR) which has been transmitted from the field using a secure connection.
- B. Contractor will install in each interested receiving facility a printer with fax capability allowing facility staff to print out the PCR and allowing field crews to use their laptops to print out the completed PCR at the facility.

SECTION 5: PERSONNEL

5.1 Clinical and Staffing Standards – The 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 the Contractor in the performance of work under this RFP shall be competent and shall hold appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees' licensure, performance and actions.

- A. Ambulance Staffing – Contractor shall, at all times, staff each ambulance with at least one person licensed in the State of California and accredited in San Joaquin County as an Emergency Medical Technician-Paramedic (EMT-P) and one EMT-P or a person certified as an EMT-I within the State of California in accordance with requirements in the State of California Health and Safety Code and the State of California Code of Regulations.

Contractor shall issue to all ambulance staff and field interns a photo identification card, approved by County. Contractor shall ensure that all on-duty ambulance personnel, field interns and observers have in their possession a valid Contractor photo identification card.

- B. Advanced Scope of Practice – EMT-Ps accredited by the San Joaquin County EMS Agency shall complete training in advanced scope of practice skills and medications listed in the EMS agency's advanced scope of practice for EMT-P, prior to performing these skills on patients in the field setting. Contractor shall be responsible for ensuring that EMT-Ps assigned to ALS ambulances have completed this training and annual refresher courses.
- C. Additional certifications – All paramedic ambulance personnel shall be currently certified in:
1. Advanced Cardiac Life Support
 2. Pediatric Advanced Life Support (PALS) or Pediatric Education for Prehospital Personnel (PEPP)
 3. Prehospital Trauma Life Support or Basic Trauma Life Support
- D. In-Service Training, Continuing Education and Driver Training – Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
1. Contractor shall implement a program, to train EMT-I personnel to assist EMT-P in the provision of advanced life support patient care.
 2. Contractor shall maintain an on-going driver-training program for ambulance personnel.
 3. Contractor shall provide a monthly "Spanish for the Health Care Worker" course and shall pay a stipend to employees with bilingual abilities.

4. Contractor shall establish a diversity awareness training program that shall be provided during orientation of new employees and as an annual refresher course for all employees.
5. Contractor shall provide training in geriatric EMS, and assaultive behavior management.

E. Training reporting and monitoring - Contractor shall provide County with access to its Virtual Solutions manager (internet based tool to monitor employee recertification status and allow personnel to take on-line CE modules).

F. Management and Supervision – Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. There shall be one (1) Field Supervisor on duty within the exclusive operating area at all times. The Field Supervisor will be a currently licensed paramedic with current accreditation by the San Joaquin County EMS Agency. The Field Supervisor will supervise Contractor personnel, ambulance deployment and operations and will be available as a resource to Subcontractors in the provision of their deployment and performance.

In addition to responding to the needs of the Contractor's personnel, the Field Supervisor shall immediately respond at all times to any request by the County or public safety personnel from within Zones A, B, and C and shall be authorized to act on behalf of the Contractor.

G. Orientation of New Personnel – Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; 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 the Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met.

Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the County paramedic accreditation process for its ambulance personnel.

Prior to May 1, 2006, Contractor shall submit a new-employee orientation program for approval by the Contract Administrator. Contractor shall notify Contract Administrator in writing of any changes made to program and will submit, as part of Contractor's Annual Report, a report listing all new employee orientation activities for the preceding twelve (12) months.

H. Infrequent-Use Skills Refresher – EMT-Ps accredited in San Joaquin 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 Liaison Committee identifies a list of infrequently used skills that are to be refreshed. A minimum of eight hours each year shall be allocated for each paramedic to refresh infrequently used skills identified by the Liaison Committee. The Contractor shall be responsible for ensuring that EMT-Ps assigned to ALS ambulances regularly complete infrequently used skill refresher courses.

- I. Preparation for Multi-Casualty Response – Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under the San Joaquin County Multi-Casualty Medical Incident (MCI) Plan. Contractor shall ensure that its personnel are trained as follows:
 1. Ambulance strike team leader training for field supervisors, alternates, and field training officers,
 2. Hazardous materials first responder awareness training for all field employees,
 3. Hazardous materials first responder operations training for field supervisors, alternative field supervisors, and field training officers,
 4. NIMS training for all field employees,
 5. Hazardous materials basic awareness weapons of mass destruction program for all field employees,
 6. ICS 200 for all field employees,
 7. ICS 300 training for field supervisors, alternates, and field training officers,
 8. SEMS basic training for field supervisors, alternates, and field training officers,

County will provide the current MCI plan to Contractor and will notify Contractor of any changes to such plan.

5.2 Compensation/Working Conditions for Ambulance Personnel

- A. Work schedules and conditions – At least 80% of the personnel who staff ambulances shall be full-time employees. The percentage of full-time employees shall be reported annually and failure to meet this standard shall be a minor breach.

Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel working extended shifts, part-time jobs, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills. Contractor shall establish a fatigue policy, approved by the County.

- B. Compensation/fringe benefits – County expects Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. County encourages Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the term of the contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.

- C. New employee recruitment and screening process – The Contractor shall operate a comprehensive program of personnel recruitment and screening designed to attract and select field personnel.
- D. Treatment of incumbent workers – Contractor shall provide a reasonable opportunity for the employees of the current incumbent providers to seek employment with the Contractor.
- E. Critical incident stress management (CISM) – The nature of work in emergency medical services may produce stress in prehospital care personnel. Contractor shall maintain a critical incident stress management program and an employee assistance program (EAP) for its employees.

5.3 Safety and Infection Control

- A. Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when responding to an emergency medical request.
- B. Contractor shall notify the County within five (5) business days of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's San Joaquin County operations.
- C. Contractor shall, upon request, furnish documentation satisfactory to County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- D. The Contractor shall have a County approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

SECTION 6: QUALITY/PERFORMANCE

6.1 Continuous Quality Improvement Program

- A. Quality improvement program - The Contractor shall establish a comprehensive emergency medical services system quality improvement (QI) program meeting the requirements of California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement) and related guidelines.

The program shall be designed to interface with the County's quality management program, including participation in system related quality improvement activities. The 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 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 service practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Desirable features for the QI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.

In addition, Contractor shall:

1. Review its QI program annually for appropriateness to the Contractor's operation and revise as needed;
2. Participate in the San Joaquin County EMS Agency's QI program that may include making available relevant records for program monitoring and evaluation;
3. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the Contractor's medical director and the San Joaquin County EMS Agency medical director or his/her designee;
4. Submit a quarterly report to the County to show compliance with the approved plan and areas for improvement;
5. Provide the County with an annual update on the Contractor's QI program. The update shall include, but not be limited to, a summary of how the Contractor's QI program addressed the program indicators.

If the State of California EMS Authority promulgates regulations or guidelines that address EMS quality improvement planning or activities, the Contractor shall amend its plan to comply with these requirements.

- B. Dispatch quality: As it relates to its dispatch operation, Contractor's QI program shall meet the standards described in the State of California EMS Authority's Emergency Medical Services Dispatch Program Guidelines. It shall address structural, resource, and/or protocol deficiencies as well as measure compliance to minimum protocol compliance standards as established by the EMD Medical Director through ongoing random case review for each emergency medical dispatcher.
- C. Written quality improvement plan - Contractor shall develop and implement, in cooperation with other EMS system participants, a provider-specific written QI plan that complies with Section 100402, Title 22, California Code of Regulations (EMS System Quality Improvement) and the California EMS System Quality Improvement Guidelines. It shall include indicators which address, but are not limited to, the following:
1. Personnel
 2. Equipment and supplies
 3. Documentation
 4. Clinical care and patient outcome
 5. Skills maintenance/competency
 6. Transportation/facilities
 7. Public education and prevention
 8. Risk management
- Prior to May 1, 2006, Contractor shall provide the quality improvement plan to the Contract Administrator for approval.
- D. Medical Director: Contractor shall employ a medical director who shall be a board certified emergency physician in the State of California and who shall monitor the day-to-day activities of Contractor's training department, to include continuing education programs and the preceptor program and shall advise Contractor's Operations Director regarding field operations and prehospital medical care. The medical director shall provide medical oversight of the emergency medical dispatch program. Contractor's medical director shall cooperate with County's EMS Medical Director who shall be responsible for medical control of the San Joaquin County EMS system.
- E. CES Coordinator: Contractor shall employ a full-time Clinical and Educational Services Coordinator who shall plan, coordinate, and direct clinical quality improvement activities designed to ensure continuous delivery of clinical services consistent with established standards

- F. Hotline: Contractor shall establish and maintain a toll-free CQI anonymous hotline to allow EMS system participants and patients to leave commendations, suggestions for service improvements, or operational, clinical, or ethical concerns on voice mail.

6.2 Inquiries and Complaints

Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

6.3 Unusual Occurrences and Complaints

- A. Contractor shall complete an incident or unusual occurrence report within two (2) business days for personnel involved in an unusual occurrence, in accordance with EMS Agency policies and procedures.
- B. Contractor shall immediately notify the County of potential violations of the California Health and Safety Code, California Code of Regulations Title 22, or San Joaquin County EMS Agency policies, Vehicle Code, Title 13, county policies, procedures and ordinance.
- C. Contractor shall cooperate fully with the County and/or the State of California EMS Authority in the investigation of an incident or unusual occurrence.

6.4 Accreditation

Contractor shall achieve accreditation by the Commission on the Accreditation of Ambulance Services by November 1, 2007 and maintain it during the term of this Agreement. Failure to achieve or to demonstrate substantial progress to achieving this accreditation will be considered a minor breach. A determination of substantial progress shall be at the sole discretion of the County. Failure to achieve this accreditation will be considered a minor breach on November 1, 2008, November 1, 2009 and November 1, 2010.

SECTION 7: DATA AND REPORTING

7.1 Data System Hardware and Software

- A. Contractor will submit required data elements in an electronic format acceptable to the County.
- B. Contractor will provide the EMS Agency with access to and training in the MEDS electronic prehospital care report system, allowing for the receipt of the completed patient care record (PCR) which has been transmitted from the field using a secure connection.

7.2 Use and Reporting Responsibilities

- A. Contractor shall provide computer-aided dispatch data to the County, in an electronic format acceptable to the County, on a monthly basis. Computer-aided dispatch (CAD) data shall include, as a minimum, records for all emergency ambulance requests received at the Contractor's dispatch center. Each computer-aided dispatch record submitted to the County shall, as a minimum, contain the data fields required by San Joaquin County EMS Policies and Procedures.
- B. 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 and the current version of California EMS Authority's Data System Standards (EMSA #161).

The EMS data system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for each patient (e.g., Patient Care Report (PCR) number), automated dispatch system information for the response, prehospital personnel for the response, patient name, address, insurance type (e.g. private insurance, Medicare, Medi-Cal, Self Pay), patient history and physical findings, treatment rendered, disposition, and emergency department outcome information. The Contractor shall comply with the requirements for the PCR as identified in County policy. The Contractor shall utilize an EMS data system that includes all of the fields required by San Joaquin County EMS Policies and Procedures.

- C. Contractor shall use an EMS data system approved by the County with respect to data structures, code sets (i.e. pick list values), and data export capabilities.
- D. Contractor shall maintain current records related to EMT-I, EMT-P, and EMD licensing, accreditation, certification, and continuing education.
 - 1. Upon request, Contractor shall provide the County with a list of EMT-I's currently employed by the Contractor. Information shall include, but not be limited to, name and EMT-I certification number.

2. Upon request, Contractor shall provide the County with a list of EMT-Ps currently employed by the Contractor. Information shall include, but not be limited to, name and EMT-P license number.
 3. Upon request, Contractor shall provide the County with a list of Emergency Medical Dispatchers currently employed by the Contractor or by any dispatch agency utilized by the Contractor to meet the requirements of this RFP. Information shall include, but not be limited to, name and certification number.
- E. Contractor shall complete, maintain, and provide to County on a monthly basis:
1. Equipment failure reports.
 2. Number of emergency responses and transports.
 3. A complete listing of all service complaints received and their disposition/resolute.
 4. Continuous QI program reports.
- F. Contractor shall complete, maintain, and upon request, make available to the County within five (5) business days of request, copies of:
1. Subject to employee privacy rights, personnel records (including current licensure and certification).
 2. Equipment and vehicle maintenance reports.
 3. Patient billing and account documentation.

7.3 Audits and Inspections

- A. Contractor shall retain and make available for inspection by the County during the term of the agreement and for at least a three-year period from expiration of the agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for County examination and audit, all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by the contract.
- C. County representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.

- D. The County's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.
- E. Annual Financial Review – Contractor shall submit an Year-end Financial Report to the Contract Administrator. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the Contract Administrator within one hundred twenty (120) calendar days of the close of each fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Joaquin County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Joaquin County contract services available to the County at County's request.

Contractor agrees that all revenue generated using personnel or equipment expensed as described in this Agreement, as well as the subsidy paid by any government entity within San Joaquin County will be credited to San Joaquin County revenues.

- F. If deemed necessary, County may initiate an independent financial audit of Contractor's San Joaquin County operation. Contractor shall reimburse County for fees charged to the County by the independent financial auditor, not to exceed \$30,000.

7.4 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

- A. Patient's privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy. Employees shall not disclose patient medical information to any person not providing medical care to the patient.
- B. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section.

For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

SECTION 8: SUBCONTRACTS

8.1 Relationships and Accountability

Should the Contractor utilize one or more Subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from 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 and 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 San Joaquin County EMS Agency in monitoring compliance of Subcontractors with contractual and system standards.

8.2 General Subcontracting Provisions

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

- A. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
- B. Nothing in the Agreement, or in any Subcontract, shall preclude the County from monitoring the EMS activity of any Subcontractor.
- C. There shall be a section in each subcontract requiring prior approval from the County before any subcontract may be modified.
- D. The Contractor shall assure that the Subcontractors cooperate fully with the County.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

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 penalties for non-compliance.

- A. The Contractor shall pay penalties for late response times according to the terms of this Agreement as described in Exhibit F.
- B. Subcontracts shall provide that paramedic and EMT first responders shall work cooperatively and supportively in the provision of care by the Contractor on-scene, and shall if requested by Contractor personnel, assist in providing care enroute to the receiving facility.

SECTION 9: ADMINISTRATIVE REQUIREMENTS

9.1 Performance Security

- A. Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract, performance security in the form of an irrevocable letter of credit. The amount of the security will be in the amount of one-million dollars (\$1,000,000).
- B. The irrevocable letter of credit shall be issued by a bank or other institution acceptable to the County in a form acceptable to the County. The issuer shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that the 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. Real property may be used by a bank to provide the financial resources for credit required under this section.
- C. The irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such 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 letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty (30) 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, the Contractor shall provide replacement security acceptable to the County within twenty (20) days of such occurrence.

In addition, if the County determines that a major breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after the Contractor has been given notice and reasonable opportunity to correct such deficiency, the Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within seventy-two (72) hours after finding by County of major breach, in accordance with Section 11.2.

9.2 Insurance

Contractor, at its sole cost and expense, shall obtain maintain, and comply with all County insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to County Counsel and County Risk Management and shall be primary coverage as respects County.

A. Types of Insurance and Minimum Limits

1. General Liability - Contractor shall obtain and keep in force during the term of the contract general liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said comprehensive or commercial general liability shall be in the sum of not less than \$2 million for combined single limit bodily injury and property damage with a \$6 million umbrella policy, including coverage for (a) bodily injury, (b) personal injury (c) broad form property damage, (d) contractual liability and (e) cross-liability.
2. Professional Liability - Contractor shall obtain and keep in force during the term of the contract professional liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said professional liability insurance shall be in the sum of not less than \$10 million primary coverage.
3. Automobile Insurance - Contractor shall obtain and keep in force during the term of the contract comprehensive automobile liability insurance for each of the Contractor 's vehicles used in the performance of its contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles issued by an insurance company authorized to do business in the State of California or a statutorily permissible self insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said comprehensive automobile liability policy shall be in the sum of not less than \$5 million for combined single limit bodily injury and property damage.
4. Worker's Compensation Insurance - All employees of the Contractor must be covered by Worker's Compensation Insurance Policy, in the minimum statutorily required coverage amounts.

B. Other Insurance Provisions

1. Additional Insured - Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming the County as additional insured for general liability, professional liability, and auto liability.

2. Hold Harmless - Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by County's fault or negligence. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the contract requiring a 30-day notice to be given to County prior to cancellation, modification or reduction in limits.
3. Evidence of Insurance - Prior to the starting date of the agreement and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements shall be filed with the County.

9.3 Business Office, Billing and Collection System

- A. Local Office – Contractor shall maintain a local business office within San Joaquin County for billing assistance and other customer inquiries.
- B. Telephone access – Contractor shall provide a toll-free telephone number that allows patients to speak to a customer service representative at Contractor's regional billing office.
- C. Billing and collections system – Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.

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 agreement will be January 1 to December 31. The first annual financial review, described in Section 7.3(E) of this Agreement, shall be for the period May 1, 2006 to December 31, 2006. All other annual financial review periods will be the Contractor's fiscal year.
- 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 its designee access to all records for analytical purposes.

10.2 Billing and Collections

- A. Rates – Approved rates beginning May 1, 2006 are located in Exhibit G. Contractor agrees to bill all transports and medical care without discount of these rates except as provided herein. These rates shall remain in effect through April 30, 2008.
- B. Rate Adjustment – On May 1, 2008 and annually thereafter, Contractor may increase its rates by a maximum of 4.9%. These new rates shall take effect no sooner than thirty (30) days after notification to the Contract Administrator of the new rates.
- C. Contractor may request, and County at its sole discretion may approve, an increase in patient charges to mitigate unforeseen financial impacts of events that are beyond Contractor's control (e.g., statutory changes, significant decrease in Medicare payments). Any such request by Contractor may not affect patient charges prior to April 30, 2008.
- D. Medicare and Medi-Cal – Contractor shall accept Medicare and Medi-Cal assignment.
- E. Correctional Health Services – Contractor shall accept reimbursement at Medi-Cal rates for all transports of inmates and jail detainees for whom the County is financially responsible.

10.3 Reporting Responsibilities

During the Service Period, Contractor shall provide the documents and reports as shown in Exhibit H.

10.4 Penalties, Fees

- A. Contractor shall be liable for the penalties and fines show in Exhibit F.
- B. Payment Methodology – County will make final penalty determinations and invoice the Contractor. Contractor shall pay the County monthly for any penalties upon receipt and acceptance by the County of performance reports with penalties identified for the previous calendar month.
- C. Penalty Disputes – If the Contractor disputes the County’s response time calculation, or the imposition of any other penalties, the Contractor may appeal to the EMS Agency in writing within ten (10) business days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Ambulance Contract Advisory Group (ACAG) shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor and Health Care Services Director within thirty (30) business days of receipt of such requests and advise of the determination of such review. The decision of the Health Care Services Director regarding such matters shall be final.
- D. Use of Penalty Monies – Penalty monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the County. The Contract Administrator may seek recommendations from Contractor and other EMS system participants or committees.

SECTION 11: GENERAL CONTRACT REQUIREMENTS

Section 11.1: Termination for Cause

Either party may terminate this agreement at any time for cause or for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

“Major breach” shall include, but not be limited to:

- A. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables County and Contractor to remain in substantial compliance with the requirements of federal, State, and local laws, rules and regulations;
- B. Willful falsification of information supplied by Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to this contract;
- C. Chronic or persistent failure of Contractor’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor;
- D. Failure to comply with these response time performance requirements for three consecutive calendar months, or for any four months in a calendar year, shall be a major breach of this contract;
- E. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to County’s RFP, and accepted by County;
- F. Failure to participate in the established Continuous Quality Improvement program of the San Joaquin County EMS Agency, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- G. 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 County as provided for herein;
- H. Chronic or persistent failure to comply with conditions stipulated by County to correct any minor breach conditions;
- I. Failure of Contractor to cooperate and assist County in the investigation or correction of any minor or major breach of the terms of this contract;
- J. Failure by Contractor to cooperate with and assist County in its takeover or replacement of Contractor’s operations after a major breach has been declared by 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;

- K. Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area (EOA) agreement if a subsequent EOA agreement with Contractor is not awarded;
- L. Failure to comply with required payment of fines or penalties within thirty (30) days written notice of the imposition of such fine or penalty;
- M. Failure to maintain in force throughout the term of this contract, including any extensions thereof, the insurance coverage required herein;
- N. Failure to maintain in force throughout the term of this contract, including any extensions thereof, the performance security requirements as specified herein;
- O. 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;
- P. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the San Joaquin County EMS Agency or other oversight agency;
- Q. Any other willful acts or omissions of Contractor that endanger the public health and safety; and
- R. Failure to timely prepare and submit the required annual audit.

11.2 Declaration of Major Breach and Takeover/Replacement Service

If the San Joaquin County Board of Supervisors determines that a major breach has occurred, and if the nature of the breach is, in the Board's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within seventy-two (72) hours after finding of major breach by the Board of Supervisors.

Contractor shall provide the ambulances and crew stations in San Joaquin County to County, in mitigation of any damages to County, resulting from Contractor's breach or failure to perform. However, during County's takeover of the ambulances and equipment, County and Contractor will be considered lessee and lessor, respectively.

11.3 Dispute After Takeover/Replacement

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/ replacement of operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with,

and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to County, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with County to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

11.4 Breach Not Dangerous To Public Health and Safety

If County declares Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, Contractor may dispute County's claim of major breach prior to takeover/replacement of Contractor's operations by County.

11.5 Liquidated Damages

The unique nature of the services that are the subject of this agreement requires that, in the event of major default of a type that endangers the public health and safety, County must restore services immediately, and Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by County, it would be difficult or impossible to distinguish the cost to County of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to County during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to County that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or County's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this contract. The minimum amount of these additional costs to County (e.g., costs in excess of those that would have been incurred by County if the default had not occurred) could be not less than \$250,000 to \$500,000 even assuming County's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach and takeover/replacement by County of Contractor's services, Contractor shall pay County liquidated damages in the amount of one-million dollars (\$1,000,000).

11.6 County Responsibilities

In the event of termination, County shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

11.7 “Lame Duck” Provisions

If Contractor fails to win the bid in a subsequent bid cycle, County shall depend upon Contractor to continue provision of all services required under this agreement until the winning contractor takes over operations. Under these circumstances, 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:

- A. Throughout such “lame duck” period, 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 agreement to the subsequent winning contractor;
- B. 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 this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the “lame duck” period, and 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 Contractor’s performance during such “lame duck” period, and so long as such transition activities are prior-approved by County.

11.8 Indemnification for Damages, Taxes and Contributions

Contractor shall exonerate, indemnify, defend, and hold harmless County from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor’s performance under the terms of this contract, excepting any liability arising out of the sole negligence of County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons.
- B. 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, and social security and payroll tax withholding).

11.9 Equal Employment Opportunity

During and in relation to the performance of this contract, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other non-merit factor unrelated to job duties.

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

Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this agreement by a subcontractor compensated more than \$50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11.10 Independent Contractor Status

Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein

11.11 Non-assignment and Non-delegation

Contractor shall not assign or delegate this agreement without the prior written consent of County.

11.12 Monitoring Costs

County will incur costs associated with oversight of Contactor's operational and clinical performance under this Agreement. Contractor shall pay the County the actual costs incurred by the County in providing such oversight or the following fees, whichever is less:

Year 1 \$99,000

Year 2 \$103,950

Year 3 \$109,155

Year 4 \$114,650

Year 5 \$120,400

One quarter of the annual fee shall be due on July 1, October 1, January 1, and April 1 of each year of this contract. The first payment shall be prorated.

11.13 Entire Agreement

This agreement and the exhibits attached hereto constitute the entire agreement between County and Contractor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

11.14 Binding on Successors

This agreement ensures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and assigns.

11.15 Captions

The captions heading the various sections of this agreement are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

11.16 Controlling Law

This agreement shall be interpreted under California law and according to its fair meaning and not in favor of or against any party.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

Attest: Lois M. Sahyoun
Clerk of the Board of Supervisors of the
County of San Joaquin State of California

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California

By: _____
Clerk of the Board

By: _____
Dario L. Marengo, Chairman
Board of Supervisors

AMERICAN MEDICAL RESPONSE -
WEST

By: _____
Louis K. Meyer, CEO
AMR West Region

APPROVED

By: _____
Kenneth B. Cohen, Director
Health Care Service

APPROVED AS TO FORM:
TERRENCE R. DERMODY
County Counsel

By: _____
Daniel C. Cederborg
Deputy County Counsel

SECTION 12: EXHIBITS

Exhibit A: EOA Zone Map

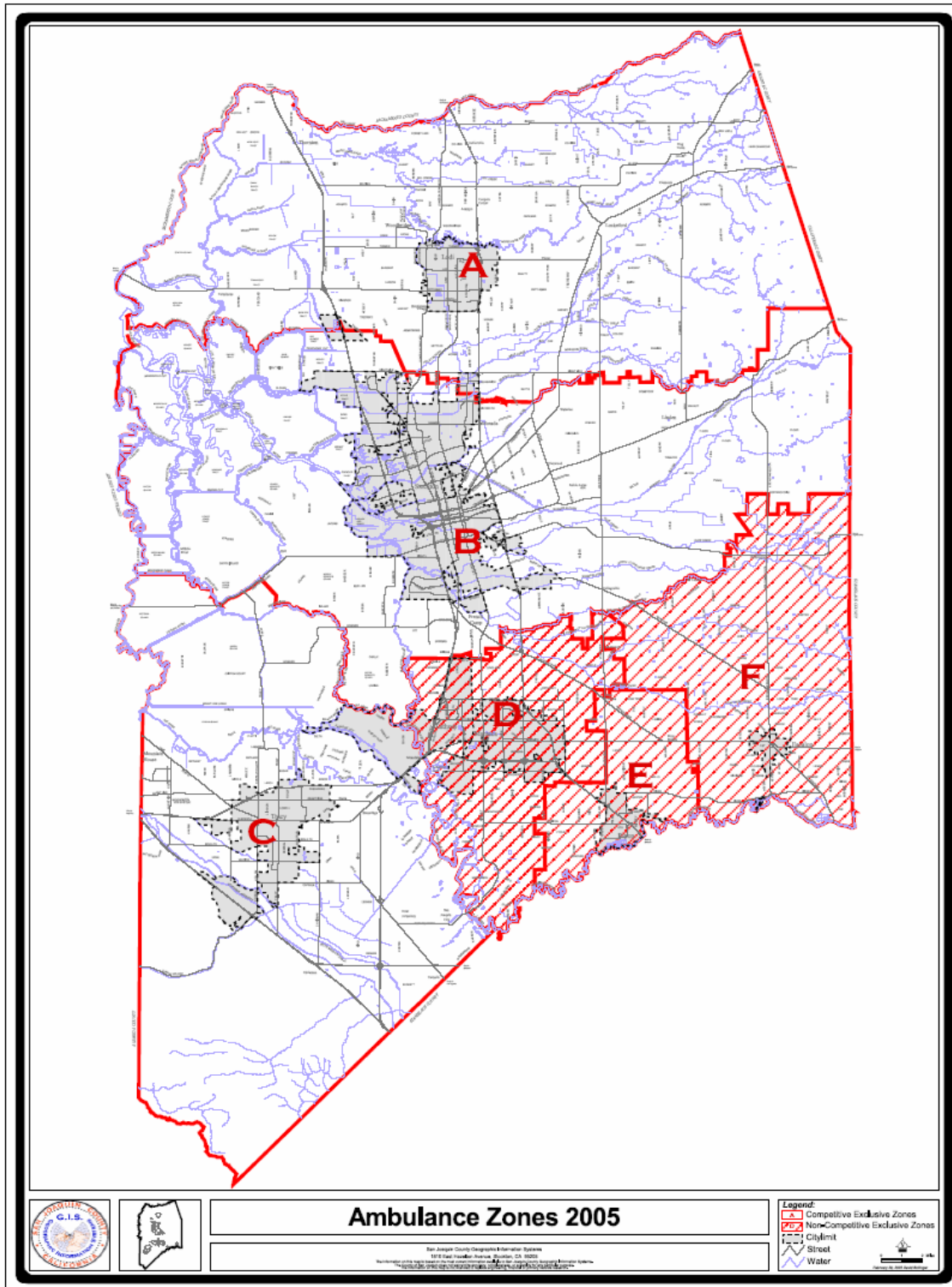


Exhibit B: San Joaquin ambulance zones legal description

DESCRIPTION AMBULANCE ZONES San Joaquin County, California

ZONE A

Beginning at the East San Joaquin County Line and the North edge of State Highway 26 and proceeding North along the East San Joaquin County Line to the North San Joaquin County Line. West and Southwest along the North and Northwest San Joaquin County Line to the Deep Water Channel at Potato Slough. East along Potato Slough and White Slough at the North edge of Venice Island, Empire Tract and King Island, then along the South edge of Shin Kee Tract on White Slough and East to the South boundary of White Slough Treatment Plant and along that boundary to the West property line of Interstate 5, North along the West boundary of Interstate 5 to the center of the White Slough Overpass, across Interstate 5 to the East property line of Interstate 5, South on the East property line of Interstate 5 to the prolongation of Armstrong Road. East along the prolongation of Armstrong Road and the South edge of Armstrong Road (all property along Armstrong Road with access to Armstrong Road is considered in Zone A) to the Western Pacific Railroad. South on the Western Pacific Railroad to the South edge of 8 Mile Road, East on the South edge of 8 Mile Road (all property with access to 8 Mile Road is considered in Zone A) to the Southern Pacific Railroad. South along the Southern Pacific Railroad to the North edge of Morada Lane. East along the North edge of Morada Lane (does not include property with access to Morada Lane) and the prolongation of Morada Lane to the Calaveras River. Northeast along the Calaveras River to the South edge of 8 Mile Road, East along the South edge of 8 Mile Road (includes all property with access to 8 Mile Road) to Messick Road. Across the Calaveras River at Messick Road, East along the North edge of the Calaveras River to Bellota, East along the North edge of State Highway 26 (does not include any property with access to State Highway 26) to the East San Joaquin County Line.

ZONE B

Starting at the East San Joaquin County Line and the prolongation of Copperopolis Road and following the East San Joaquin County line North to the North edge of State Highway 26, West along the North edge of State Highway 26 (all property with access to State Highway 26 is included in Zone B) to Bellota and West along the North edge of the Calaveras River (property North of the Calaveras River with access to Hwy. 26 is considered in this zone) to Clements Road, North on the East side of Clements road to Messick Road, West on Messick Road to Eight Mile Road and West along the South edge of Eight Mile Road (property along the South edge of Eight Mile Road with access to Eight Mile Road is considered not in this zone) to the Calaveras River. Southwest along the Calaveras River to the prolongation of Morada Lane. West along the prolongation of Morada Lane and West along the North edge of Morada Lane (all

property with access to Morada Lane is considered in Zone B) to the Union Pacific Railroad. North along the Union Pacific Tracks to the South edge of Eight Mile Road, West along the South edge of Eight Mile Road (does not include property with access to Eight Mile Road) to the Union Pacific Railroad and North along the Union Pacific Railroad to the South edge of Armstrong Road. Along the South side of Armstrong Road (does not include property with access to Armstrong Road) and the prolongation of Armstrong Road to the East property line of Interstate 5, North along the East property line of Interstate 5 to the middle of the overpass at White Slough. West across Interstate 5 to the West property line of Interstate 5, South along the West property line of Interstate 5 to the South edge of the White Slough Treatment Plant. West along the South edge of the White Slough Treatment Plant and prolongation of that line to the South edge of the Shin Kee Tract. Along the South edge of the Shin Kee Tract by way of White Slough to the North edge of King Island. Along White Slough and Potato Slough at the North edge of King Island, Empire Tract, and Venice Island to the West San Joaquin County Line. South on the West San Joaquin County Line to the North edge of State Highway 4 and East on the North edge of State Highway 4 (all property with access to State Highway 4 is not considered in this zone) to the East edge of Tracy Blvd. and South on the East edge of Tracy Blvd. (all property with access to Tracy Blvd. is not considered in this zone.) to Middle River, Southeast on Middle River to Old River and East on Old River to the San Joaquin River, North on the San Joaquin River to a point approximately half way between the prolongation of Manila Road and the prolongation of Briggs Road. East at that point between Manila Road and Briggs Road across Interstate 5 at the North edge of Roth Road and East on the North edge of Roth Road (all property with access Roth Road is not considered in this zone) and the prolongation of Roth Road to the West edge of Union Road, North along the West edge of Union Road (all property with access to Union Road is not in this Zone) and the prolongation of Union Road to the junction of Tidewater Southern Railroad and Little John Creek. East on Little John Creek to the West edge of Kaiser Road, South along the West edge of Kaiser Road to the end, across the South end of Kaiser Road and North along the East edge of Kaiser Road to Little John Creek, (all property with access to Kaiser Road is considered in Zone B) East along Little John Creek to the prolongation of Hewitt Road, North along the prolongation of Hewitt Road and the East edge of Hewitt Road (all property with access to Hewitt Road is considered in Zone B) to the South edge of Copperopolis Road and East along the South edge of Copperopolis Road (all property with access to Copperopolis Road is considered in Zone B) and the prolongation of Copperopolis Road to the East San Joaquin County Line.

ZONE C

Beginning at the junction of the San Joaquin–Stanislaus Rivers and the San Joaquin County Line and proceeding North on the San Joaquin River to the junction of the San Joaquin River and Old River. West on Old River and Middle River to the East edge of Tracy Blvd., North on the East edge of Tracy Blvd. (all property on Tracy Blvd. with access to Tracy Blvd. is considered in Zone C) to the North edge of State Highway 4, West on the North edge of State Highway 4 (all property with access to State Highway 4

is considered in Zone C) to the San Joaquin–Contra Costa County Line. South on the Contra Costa–San Joaquin County Line, along the Alameda–San Joaquin County Line to the South and East to the San Joaquin–Stanislaus County Line, Northeast along the San Joaquin County Line to the beginning at the junction of the San Joaquin–Stanislaus Rivers and the San Joaquin County Line.

Exhibit C: San Joaquin response time compliance areas

Zone A (Greater Lodi area)	
A-1	The City of Lodi, and the unincorporated areas surrounded by the city.
A-2	Beginning at the junction of the North San Joaquin County Line and the Central California Traction Railroad (CCTRR), proceeding South along the CCTRR to the Northern Lodi City limit; Proceeding along the Lodi City limits generally West, South, and East to the junction with the CCTRR and proceeding South on the CCTRR to the Southern border of San Joaquin County Ambulance Zone A; Proceeding West along the Southern border of San Joaquin County Ambulance Zone A to the Western San Joaquin County Line; Proceeding along the San Joaquin County Line North then East to the junction of the North San Joaquin County Line and the CCTRR.
A-3	Beginning at the junction of the North San Joaquin County Line and the Central California Traction Railroad (CCTRR), proceeding South along the CCTRR to the North Lodi City limit; Proceeding along the Lodi City limits generally East, South, and West to the junction with the CCTRR and proceed South on the CCTRR to the Southern border of San Joaquin County Ambulance Zone A; Proceeding East along the Southern border of San Joaquin County Ambulance Zone A to the Eastern San Joaquin County Line; proceeding along the San Joaquin County Line North then West to the junction of the North San Joaquin County Line and the CCTRR.
Zone B (Greater Stockton area)	
B-1	Beginning at the Northwest corner of Compliance District B-1, at the intersection of Eight Mile Road and Rio Blanco Road; Proceeding East on Eight Mile Road to the Northern border of Ambulance Zone B; Proceeding East to State Highway 99. Proceeding South on State Highway 99 to the North bank of the Calaveras River. Proceeding East along the Calaveras River to the East bank of the San Joaquin River. Proceeding Northwest along the East bank of the San Joaquin River to Elmwood Tract; Proceeding North on the Eastern Borders of Elmwood and Wright Tracts to the Southern Border of Shima Tract; Proceeding along the Southern and Western border of Shima Tract to the North bank of Disappointment Slough; Proceeding West on Disappointment Slough to the junction of Rio Blanco Road and Disappointment Slough; Proceeding North on Rio Blanco Road to Eight Mile Road.

B-2	<p>Beginning at the Northwest corner of Compliance District B-2, at the confluence on the San Joaquin River and the Calaveras River; Proceeding along the Southern bank of the Calaveras River to State Highway 99.</p> <p>Proceeding South on State Highway 99 to Arch-Airport Road.</p> <p>Proceeding West on Arch Airport Road to Sperry Road; Proceeding West on Sperry Road and a prolongation of Sperry Road to French Camp Road (including property with access off of French Camp Road from the prolongation of Sperry Road to Interstate 5); Proceeding Northwest on French Camp Road to the East bank of the San Joaquin River.</p> <p>Proceeding North along East bank of the San Joaquin River to Charter Way (State Highway 4); Proceeding West on Charter Way (State Highway 4) to Draggett Road; Proceeding North on Draggett Road to the San Joaquin River; Proceeding West, North, and the East to the San Joaquin River; Proceeding Southeast on the San Joaquin River the to confluence on the San Joaquin River and the Calaveras River.</p>
B-3	<p>Beginning at the junction of the West San Joaquin County Line and the Northern border of Ambulance Zone B, proceeding East then South to Eight Mile Road.</p> <p>Proceeding West on Eight Mile Road to Rio Blanco Road.</p> <p>Proceeding South on Rio Blanco Road to the North bank of Disappointment Slough; Proceeding East along the North bank of Disappointment Slough to Shima Tract; Proceeding East along the Northern border of Shima Tract to and South along the Eastern Border of Shima Tract to Fourteen Mile Slough; Proceeding West along Fourteen Mile Slough to the Northeastern border of Wright Tract; Proceeding South along the Eastern border of Wright Tract and Elmwood to the San Joaquin River.</p> <p>Proceeding along the San Joaquin River South to the Southern border of San Joaquin County Ambulance Zone B.</p> <p>Proceeding West along the Southern border of San Joaquin County Ambulance Zone B to the West San Joaquin County Line.</p> <p>Proceeding North along the San Joaquin County Line to the junction of the West San Joaquin County Line and the Northern border of San Joaquin County Ambulance Zone B.</p>
B-4	<p>Beginning at the Northwest corner of Compliance District B-4, at the junction of the Northern border of Zone B and State Highway 99; Proceeding East along the Northern border of Ambulance Zone B to the East San Joaquin County Line.</p> <p>Proceeding South along the East San Joaquin County Line to the prolongation of Flood Road.</p>

	<p>Proceeding West along the prolongation of Flood Road and Flood Road to Fine Road; Proceeding South on Fine Road to Milton Road; Proceeding West on Milton Road to Copperopolis Road; Proceeding West on Copperopolis Road (E. Main Street) to State Highway 99.</p> <p>Proceeding North on State Highway 99 to Northern border of Compliance District B-4.</p>
B-5	<p>Beginning at the Northwest corner of Compliance District B-4, at the junction of the East San Joaquin County Line and the prolongation of Flood Road; Proceeding West along the prolongation of Flood Road and Flood Road to Fine Road; Proceeding South on Fine Road to Milton Road; Proceeding West on Milton Road to Copperopolis Road; Proceeding West on Copperopolis Road (E. Main Street) to State Highway 99.</p> <p>Proceeding South on State Highway 99 to Arch-Airport Road.</p> <p>Proceeding West on Arch Airport Road to Sperry Road; Proceeding West on Sperry Road and a prolongation of Sperry Road to French Camp Road (property with access off of French Camp Road from the prolongation of Sperry Road to Interstate 5 to be considered to be in compliance district B-2); Proceeding Northwest on French Camp Road to the East bank of the San Joaquin River.</p> <p>Proceeding South along the San Joaquin River to the Southern border of San Joaquin County Ambulance Zone B.</p> <p>Proceeding East along the Southern border of San Joaquin County Ambulance Zone B to the Eastern San Joaquin County Line.</p> <p>Proceeding North on the Eastern San Joaquin County Line to the prolongation of Flood Road.</p>
Zone C (Greater Tracy area)	
C-1	<p>Beginning at the North Border of Compliance District C-1, at the junction of the Tracy City limit and Tracy Boulevard; Proceeding West and South along the Tracy City limits to the Northern property line of Tract Municipal Airport.</p> <p>Proceeding Southeast along the Northern property line of Tract Municipal Airport to the Junction Tracy Boulevard and the Tracy City limits.</p> <p>Proceeding North and East along the Tracy City limits to the North Border of Compliance District C-1, at the junction of the Tracy City limit and Tracy Boulevard.</p>

C-2	<p>Beginning at the Northwestern corner of Compliance District C-2, at the junction of the Western San Joaquin County line and the Northern border of San Joaquin County Ambulance Zone C; Proceeding East along the Northern border of San Joaquin County Ambulance Zone C to Tracy Boulevard.</p> <p>Proceeding South on Tracy Boulevard to the Tracy City limit.</p> <p>Proceeding West and South along the Tracy City limits to the Northern property line of Tract Municipal Airport.</p> <p>Proceeding Southeast along the Northern property line of Tract Municipal Airport to the Junction Tracy Boulevard and the Tracy City limits.</p> <p>Proceeding South on Tracy Boulevard and the prolongation of Tracy Boulevard to the Southern San Joaquin County Line. Follow the San Joaquin County line Southwest, Northwest, and North to the Northern border of San Joaquin County Ambulance Zone C.</p>
C-3	<p>Beginning at the Northwestern corner of Compliance District C-3, at the junction of Northern border of San Joaquin County Ambulance Zone C and Tracy Boulevard; Proceeding South on Tracy Boulevard to the Tracy City limit.</p> <p>Proceeding East, South, and West along the Tracy City limits to the junction of Tracy Boulevard.</p> <p>Proceeding South on Tracy Boulevard and the prolongation of Tracy Boulevard to the Southern San Joaquin County Line.</p> <p>Proceeding Northeast along the San Joaquin County line, to the Eastern border of San Joaquin County Ambulance Zone C.</p> <p>Proceeding North along the Eastern border of Ambulance Zone C to the Northern border of Ambulance Zone C.</p> <p>Proceeding East along the Northern border of Ambulance Zone C to Tracy Boulevard.</p>

Exhibit D: San Joaquin population density/response time zone map

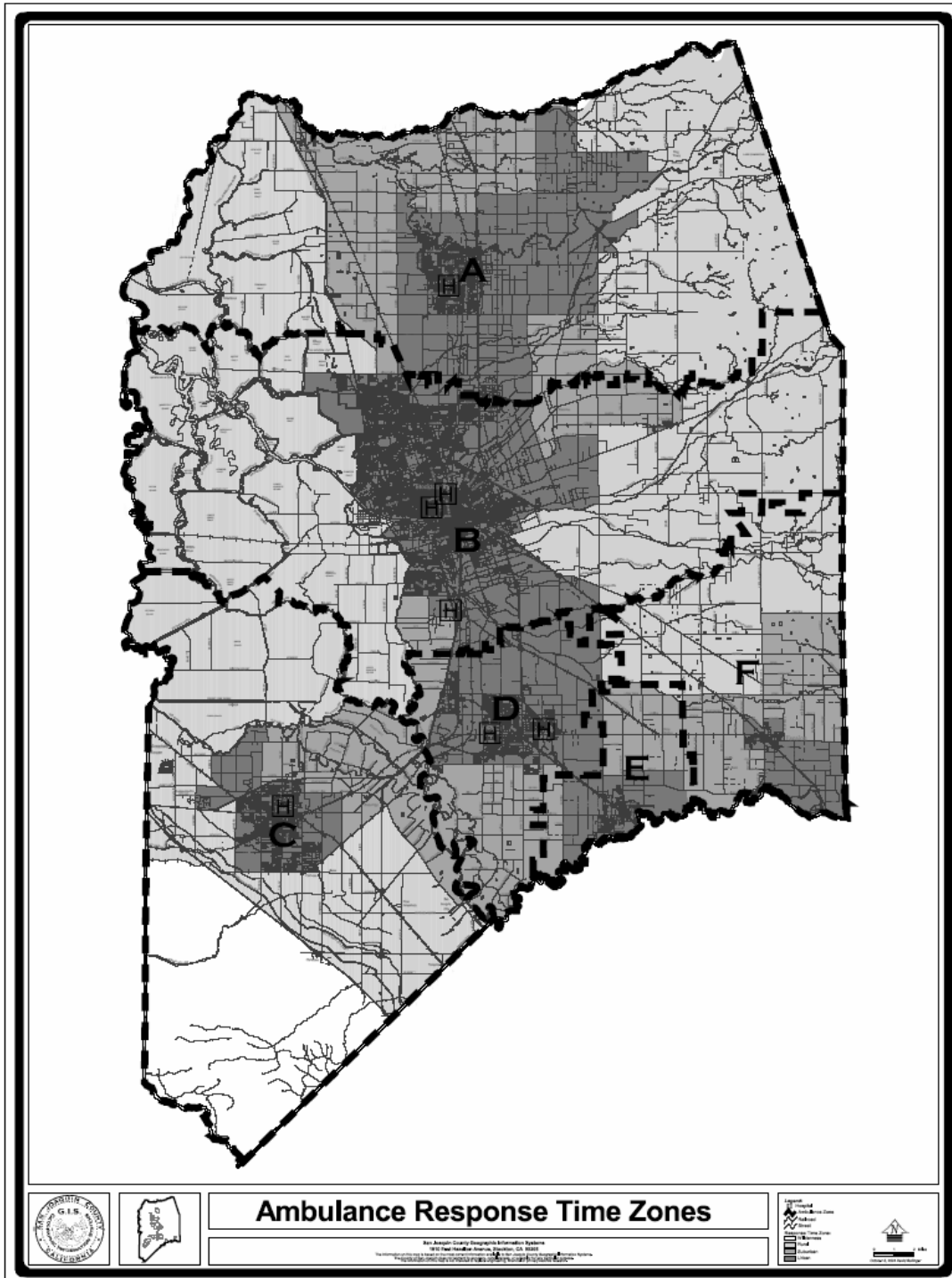


Exhibit E: San Joaquin ambulance zone population density narrative

Zone A Urban Density:

Beginning at the Northwest corner of the Urban area of Ambulance Zone A, at the intersection of Peltier Road and Davis Road proceeding east to the Mokelumne River; Proceeding South along the West bank of the Mokelumne River to a point equal with Rode Way; Proceeding East to the intersection of Rode Way and May Road; Proceeding South on May Road to the Acampo Rd; Proceeding East on Acampo Road to State Highway 99; Proceeding North on State Highway 99 to Peltier Road; Proceeding East on Peltier Road to Bruella Road; Proceeding North on Bruella Road to the San Joaquin County line; Proceeding East along the San Joaquin County line to Elliot Road; Proceeding South on Elliot Road to Collier Road; Proceeding East on Collier Road to N. Linn Road.

Proceeding South on N. Linn Road to Jahant Road; Proceeding East on Jahant Road to Clements Road (encompassing the residential property accessible from Clements Road, between Jahant Road and the North bank of the Mokelumne River); Proceeding South on Clement Road to the North bank of the Mokelumne River; Proceeding West along the North bank of the Mokelumne River to a point equal to Tully Road; Proceeding South along an imaginary line extending from Tully Road to State Highway 88; Proceeding East on State Highway 88 to Disch Road; Proceeding South on Disch Road and the prolongation of Disch Road to the North bank of Bear Creek; Proceeding Southwest along the North bank of Bear Creek to Tully Road; Proceeding Southeast on Tully Road to Brandt Road; Proceeding West on Brandt Road to Jacktone Road; Proceeding South on Jacktone Road to Harney Lane; Proceeding West on Harney Lane to Alpine Road; Proceeding South on Alpine Road to the Southern border of San Joaquin County Ambulance Zone A.

Proceeding West along the Southern border of San Joaquin County Ambulance Zone A to Davis Road.

Proceeding North on Davis Road to the intersection of Peltier Road and Davis Road.

Zone A Suburban Density (Northwest):

Beginning at the Northwest corner of the North and West Suburban area of Ambulance Zone A, at the junction of Interstate 5 and the San Joaquin County line; Proceeding East along San Joaquin County line to Bruella Road.

Proceeding South on Bruella Road to Peltier Road.

Proceeding West on Peltier Road to State Highway 99; Proceeding South on State Highway 99 to Acampo Road; Proceeding West on Acampo Road to May Road; Proceeding North on May Road to Rode Way; Proceeding West on Rode Way and continuing along an imaginary line extending from Rode Way to the East bank of the

Mokelumne River; Proceeding North along the East bank of the Mokelumne River to Peltier Road; Proceeding West on Peltier Road to Davis Road.

Proceeding South on Davis Road to the Southern border of San Joaquin County Ambulance Zone A; Proceeding West along the Southern border of San Joaquin County Ambulance Zone A to Thornton Road; Proceeding North on Thornton Road to Peltier Road; Proceeding West on Peltier Road to Interstate 5; Proceeding North on Interstate 5 to the San Joaquin County line.

Zone A Suburban Density (Southeast):

Beginning at the Northeast corner of the Southeast Suburban area of Ambulance Zone A, at the intersection of Alpine Road and Harney Lane proceeding East to Jack Tone Road.

Proceeding South on Jack Tone Road to the south bank of the Calaveras River; Proceeding East on the south bank of the Calaveras River to where it meets with the Southern border of San Joaquin County Ambulance Zone A.

Proceeding West along the Southern border of San Joaquin County Ambulance Zone A to Alpine Road.

Proceeding North on Alpine Road to Harney Lane.

Zone A Rural Density:

All of the area contained in San Joaquin County Ambulance Zone A that has not been previously described as Urban Density, Suburban Density (Northwest) or Suburban Density (Southeast).

Zone B Urban Density:

Beginning at the Northwest corner of the Urban area of Ambulance Zone B, at the intersection of Rio Blanco Road and Eight Mile Road proceeding east to Davis Road; Proceeding North on Davis Road to the Northern Border of San Joaquin County Ambulance Zone B; Continuing East along the Northern Border of Ambulance Zone B to Alpine Road.

Proceeding South on Alpine Road to the Stockton Terminal and Eastern Railroad; Proceeding East then North along the Stockton Terminal and Eastern Railroad to Fairchild Road; Proceeding East on Fairchild Road to Jack Tone Road; Proceeding South on Jack Tone Road to the North bank of the Mormon Slough; Proceeding West along the North bank of the Mormon Slough to Walker Lane; Proceeding South on Walker Lane to Farmington Road; Proceeding West on Farmington Road to the Atchison Topeka and Santa Fe Railroad; Proceeding Southeast along the Atchison Topeka and Santa Fe Railroad to Mariposa Road; Proceeding East on Mariposa Road

to Jack Tone Road; Proceeding South on Jack Tone Road to the Southern Border of San Joaquin County Ambulance Zone B.

Proceeding West along the Southern Border of San Joaquin County Ambulance Zone B to Interstate 5; Proceeding North on Interstate 5 to Mathews Road; Proceeding West on Mathews Road to Wolfe Road; Proceeding North on Wolfe Road to French Camp Road; Proceeding West on French Camp Road (encompassing all residential and commercial property accessible from French Camp Road) and continuing West on the prolongation of French Camp Road to the East bank of the San Joaquin River.

Proceeding Northwest along the East bank of the San Joaquin River to Elmwood Tract; Proceeding North on the Eastern Borders of Elmwood and Wright Tracts to the Southern Border of Shima Tract; Proceeding along the Southern and Western border of Shima Tract to the North bank of Disappointment Slough; Proceeding West on Disappointment Slough to the junction of Rio Blanco Road and Disappointment Slough; Proceeding North on Rio Blanco Road to Eight Mile Road.

Zone B Suburban Density (Northwest):

Beginning at the Northwest corner of the Northwest Suburban area of Ambulance Zone B, at the junction of the Northern Border of San Joaquin County Ambulance Zone B and Thornton Road; Proceeding East along the Northern Border of San Joaquin County Ambulance Zone B to Davis Road.

Proceeding South on Davis Road to Eight Mile Road.

Proceeding West on Eight Mile Road to Thornton Road.

Proceeding North on Thornton Road to the Northern Border of San Joaquin County Ambulance Zone B.

Suburban Density (Northeast):

Beginning at the Northwest corner of the Northeast Suburban area of Ambulance Zone B, at the junction of the Northern Border of San Joaquin County Ambulance Zone B and Alpine Road; Proceeding East along the Northern Border of San Joaquin County Ambulance Zone B to Comstock Road; Proceeding East on Comstock Road to Wall Road.

Proceeding South on Wall Road to State Highway 26.

Proceeding West on State Highway 26 to Archerdale Road; Proceeding North on Archerdale Road to the Stockton Terminal and Eastern Railroad; Proceeding West along the Stockton Terminal and Eastern Railroad to Jack Tone Road; Proceeding South on Jack Tone Road to Fairchild Road; Proceeding East on Fairchild Road to the Stockton Terminal and Eastern Railroad; Proceeding South and along the Stockton Terminal and Eastern Railroad South to Alpine Road.

Proceeding North on Alpine Road to the Northern Border of San Joaquin County Ambulance Zone B.

Zone B Suburban Density (Southwest):

Beginning at the Northwest corner of the Southwest Suburban area of Ambulance Zone B, at the junction of a prolongation of French Camp Road and the East bank of the San Joaquin River; proceeding East on the prolongation of French Camp Road to Wolfe Road; Proceeding South on Wolfe Road to Mathews Road; Proceeding East on Mathews Road to Interstate 5.

Proceeding South on Interstate 5 to the Southern Border of San Joaquin County Ambulance Zone B.

Proceeding West on the Southern Border of San Joaquin County Ambulance Zone B to the East bank of the San Joaquin River.

Proceeding North along the East bank of the San Joaquin River to the starting point near the junction of French Camp Road and the East bank of the San Joaquin River.

Zone B Rural Density:

All of the area contained in San Joaquin County Ambulance Zone B that has not been previously described as Urban Density; Suburban Density (Northwest); Suburban Density (Northeast); or Suburban Density (Southwest).

Zone C Urban Density:

Beginning at the Northwest corner of the Urban area of Ambulance Zone C, at the junction of the prolongation of Reeve Road and the South bank of the Old River; Proceeding East and Northeast along the South bank of the Old River to Tracy Boulevard; Proceeding South on Tracy Boulevard to Lammers Road; Proceeding West on Lammers Road to Corral Hollow Road; Proceeding South on Corral Hollow Road to Interstate 205; Proceeding East on Interstate 205 to McArthur Boulevard; Proceeding South on McArthur Boulevard to Grant Line Road; Proceeding East to Grant Line Road to Banta Road.

Proceeding South on Banta Road to the Union Pacific Railroad.

Proceeding Southwest then West along the Union Pacific Railroad to Lammers Road.

Proceeding North on Lammers Road to Interstate 205; Proceeding West on Interstate 205 to Hansen Road; Proceeding North on Hansen Road to Grant Line Road; Proceeding East to Grant Line Road to the Union Pacific Railroad; Proceeding Northwest along the Union Pacific Railroad to Reeve Road.

Proceeding North on Reeve Road and the prolongation of Reeve Road to the South bank of the Old River.

Zone C Suburban Density:

Beginning at the Northwest corner of the suburban area of Ambulance Zone C at the junction of Tracy Boulevard and the South bank of the Old River; Proceeding East along the South bank of the Old River and Salmon Slough to the Northeast border of San Joaquin County Ambulance Zone C.

Proceeding along the border of San Joaquin County Ambulance Zone C South along the San Joaquin River to the Airport Way; Proceeding Southwest on Airport Way to Kasson Road.

Proceeding Northwest on Kasson Road to the Union Pacific Railroad; Proceeding Southwest along the Union Pacific Railroad to Banta Road.

Proceeding North on Banta Road to Grant Line Road; Proceeding West on Grant Line Road to McArthur Boulevard; Proceeding North on McArthur Boulevard to Interstate 205; Proceeding West on Interstate 205 to Corral Hollow Road.

Proceeding North on Corral Hollow Road to Lammers Road; Proceeding East on Lammers to Tracy Boulevard; Proceeding North on Tracy Boulevard to the South bank of the Old River.

Zone C Rural Density:

Beginning at the Northwest corner of the Rural area of Ambulance Zone C at the junction of the Western San Joaquin County line and the Northern border of San Joaquin County Ambulance Zone C, Proceeding generally East and South along the Northern border of San Joaquin County Ambulance Zone C to the confluence of the Old River and Salmon Slough.

Proceeding generally West along the North bank of the Old River and Salmon Slough to the prolongation of Reeve Road; Proceeding South along the prolongation and Reeve Road to the Union Pacific Railroad; Proceeding Southeast along the Union Pacific Railroad to Grant Line Road; Proceeding West on Grant Line Road to Hansen Road; Proceeding South on Hansen Road to Interstate 205; Proceeding East and Northeast on Interstate 205 to Lammers Road; Proceeding South on Lammers Road to Union Pacific Railroad at the prolongation of Linne road.

Proceeding East and Northeast along the Union Pacific Railroad to Kasson Road.

Proceeding Southeast on Kasson Road to Airport Way; Proceeding Northeast on Airport Way to the border of San Joaquin County Ambulance Zone C; Proceeding along the border of San Joaquin County Ambulance Zone C South along the San Joaquin River to the Southeastern San Joaquin County line.

Proceeding Southwest along the San Joaquin County line to Interstate 580; Proceeding Northwest on Interstate 580 to the Union Pacific Railroad at the prolongation of Linne Road; Proceeding West on the Union Pacific Railroad to the West San Joaquin County line.

Proceeding North along the West San Joaquin County line to the Northern border of San Joaquin County Ambulance Zone C.

Zone C Wilderness Density:

Beginning at the Southeast corner of the Wilderness area of Ambulance Zone C, at the junction of the Southeastern San Joaquin County line and Interstate 580; Proceeding Southwest along the San Joaquin County line to the Southern most portion of the San Joaquin County line.

Proceeding North along the San Joaquin County line to the Union Pacific Railroad at the prolongation of Linne Road.

Proceeding East along the Union Pacific Railroad at the prolongation of Linne Road to Interstate 580; Proceeding Southeast on Interstate 580 to the Southeastern San Joaquin County line.

Exhibit F: Penalties and fines

Minor breach

Except for specific penalties as described in below, County may impose a penalty, not to exceed \$500 for each minor breach of this agreement that has not been cured within thirty (30) days from date of official notice being given by County or designee.

“Minor breaches” shall be defined as failure to fulfill any of the terms and conditions of this contract, which do not amount to a major breach, as that term is defined in Section 11.1.

In addition, failure to comply with the response time performance requirements for two consecutive calendar months, or for any three months in a calendar year, shall be a minor breach of this contract.

Before fines for a minor breach are imposed, the County shall give Contractor written notice of the alleged minor breach and 30 days to cure the breach or otherwise respond to the allegations of breach.

Specific penalties

County may impose a penalty, as specified herein for each occurrence of the incidents described below. Contractor will pay County monthly for any penalties upon receipt and acceptance by County of performance reports with penalties identified for the previous calendar month.

If Contractor disputes County’s response time calculation, or the imposition of any other penalties, Contractor may appeal to the EMS Agency in writing within ten (10) business days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Technical Advisory Group (TAG) shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, reduction or suspension of the penalty in writing to Contractor and Health Care Services Director within thirty (30) business days of receipt of such requests and advise of the determination of such review. The decision of the Health Care Services Director regarding such matters shall be final.

A. Penalty for failure to meet response time standard

Contractor shall pay County ten dollars (\$10.00) per excess minute for each emergency ambulance response that exceeds the response time standard, including mutual aid response(s) by mutual aid providers responding on behalf of Contractor in the Contractor’s service areas, if not during a declared disaster or multi-casualty incident. Measurement of “excess minutes” will start as of the first second past the agreed upon response time as shown in Section 4.1(B).

B. Failure to meet response time compliance area standard

Each time that Code-3 responses for a response time compliance area are calculated at less than 90% of the response time standard for the previous rolling 30-day period,

Contractor will pay County \$5,000. However, Contractor will only be required to pay this amount once for each response time compliance area within a single thirty (30) day period

C. Penalty for failure to provide data to determine compliance

Each time an ambulance is dispatched and the crew or dispatcher fails to report and document an on-scene time, Contractor shall pay a fine of \$250 for each occurrence. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response zone time compliance.

In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the San Joaquin County EMS Agency an accurate on-scene time, however, the response would still be subject to response time penalty calculations, if applicable.

D. Penalty for mechanical failure

Contractor shall pay a fine of \$500 for per each preventable mechanical failure while transporting a patient from an emergency call or any situation that requires substitution of one ambulance for another once the ambulance is assigned to a call.

Within three (3) business days of discovery, Contractor shall provide the EMS Agency with a full description of each response where there was a preventable mechanical failure and the remedial action taken to prevent a reoccurrence.

County will consider the vehicle's maintenance history, in determining preventable mechanical failures.

E. Penalties for failure to meet ambulance staffing or clinical standards

Contractor shall pay a fine of \$500 whenever an ambulance, not staffed as require, responds to an emergency call. Within three (3) business days of discovery, Contractor shall provide the EMS Agency with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

F. Failed Response

Contractor shall pay a fine of \$5,000 for each time Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another agency (i.e. the call receives no response), and such incident requires an ambulance response in accordance with EMS Dispatch Protocols. Each instance of a failed response shall be evaluated by the EMS Agency to determine the threat to the public health and safety and the need to initiate the provisions of a major breach of contract.

G. Failure to leave appropriate documentation at the receiving facility

Effective one-year after the starting date of this contract, if Contractor's personnel fail to leave appropriate documentation at the receiving facility, Contractor shall pay \$5 per document when compliance in a calendar month is between 90% and 100%. For less than 90% compliance, the penalty for each failure to leave patient document will be

\$200. Delivery of documentation by electronic transmittal to the receiving facility, shall be deemed satisfaction of this requirement.

Exhibit G: San Joaquin County Rates

May 1, 2006 to April 30, 2008	
Advanced life support	
Emergency base rate	\$840.00
Emergency response	No charge
Night charge	78.00
I.V. therapy	No charge
Universal precautions	No charge
Mileage (per loaded mile)	\$19.00
Oxygen	\$69.00
ALS treatment without transportation	No charge
Basic life support	
Emergency base rate	\$570.00
Emergency response	No charge
Night charge	\$78.00
I.V. therapy	No charge
Universal precautions	No charge
Mileage (per loaded mile)	\$19.00
Oxygen	\$69.00

No other charges are permitted for services provided under this contract.

Exhibit H: Ongoing Reporting Requirements

Report Name	Due Date	Frequency	Responsible	Submit To
Deployment plan changes	Thirty (30) days prior to change unless emergency adjustment or adding units	As Needed	Contractor	County
Updated deployment map		Annual	Contractor	County
CAD data		Monthly	Contractor	County
Response time performance report	Within twelve (12) business days following the end of each month	Monthly	Contractor	County
Exemption request	Within fifteen (15) business days following the end of each month	Monthly	Contractor	County
Report on standby requests from public safety agency	Monthly	As needed	Contractor	County
Notification of major regulatory actions or sanctions	Within seven (7) business days of occurrence	As needed	Contractor	County
Notification of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's San Joaquin County operations.	Within five (5) business days	As needed	Contractor	County
Vehicle list changes		As needed	Contractor	County
Records of vehicle maintenance	Within five (5) business days of request	Annually	Contractor	County

Report Name	Due Date	Frequency	Responsible	Submit To
Non-compliance with controlled substance policies and procedures	Immediately	As needed	Contractor	County
Community education activities		Annually	Contractor	County
Community standby activities		Annually	Contractor	County
Vehicle and equipment failure reports	Within three (3) business days	As needed	Contractor	County
Number of emergency responses and transports.		Monthly	Contractor	County
Financial statements, records and receipts that support and identify operations		Upon request	Contractor	County
New-employee orientation activities		Annually	Contractor	County
CQI plan update and program activities report		Annually	Contractor	County
Unusual Occurrences, Clinical	Within two (2) business days	As Needed	Contractor	County
Incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements	Within two (2) business days	As Needed	Contractor	County
Annual budget	June 1 of each year	Annually	Contractor	County
Year-End Financial Report		Annually	Contractor	County
Annual financial statements reviewed by an independent public accounting firm	One hundred twenty (120) calendar days of the close of each fiscal year	Annually	Contractor	County

Report Name	Due Date	Frequency	Responsible	Submit To
Determination of monitoring costs	April 1	Annually	County	Contractor
Equal Employment Opportunity Office information and reports		Annually	Contractor	County
Penalty Invoices	10 th of the month following quarter	Quarterly	County	Contractor
Complete listing of all service complaints received and their disposition/resolute.		Monthly	Contractor	County
Response to County inquiries about service and/or complaints	Within one (1) business day of notification	As needed	Contractor	County
Controlled substances compliance		Annually	Contractor	County
New employee orientation activities report		Annually	Contractor	County
Employee turnover report		Annually	Contractor	County
In-service training offerings		Annually	Contractor	County
Standardized backboard program description	Within first year	One time	Contractor	County
Documentation of the absence of tuberculosis disease for any employee or volunteer		Upon request	Contractor	County Health Officer
Communicable Disease Policy		Upon request	Contractor	County
QI program activity report		Monthly	Contractor	County
QI plan update		Annually	Contractor	County
List of EMT-Is		Upon request	Contractor	County

Report Name	Due Date	Frequency	Responsible	Submit To
List of EMT-Ps		Upon request	Contractor	County
List of Emergency Medical Dispatchers		Upon request	Contractor	County
Percentage of full-time employees		Annually	Contractor	County
Personnel records (including current licensure and certification)	Within five (5) business days of request	As needed	Contractor	County
Equipment and vehicle maintenance report	Within five (5) business days of request	As needed	Contractor	County
Patient billing and account documentation	Within five (5) business days of request	As needed	Contractor	County
Annual financial report		Annually	Contractor	County
Copies of all subcontracts for prehospital care/transportation	For prior approval	As needed	Contractor	County
Copies of all subcontracts in excess of \$10,000	For prior approval	As needed	Contractor	County
Copies of all subcontracts		Upon request	Contractor	County
Annual audited financial statements	Within 120 calendar days of the close of Contractor's fiscal year	Annually	Contractor	County
Proof of CAAS accreditation	November 1, 2007.	One time, upon receipt	Contractor	County
Weekly unit hours, by zone		Monthly	Contractor	County

Exhibit I: 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.
Advanced Life Support (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.
Ambulance	Any vehicle specially constructed, modified or equipped and used for transporting a sick, injured, convalescent, infirmed or otherwise incapacitated person.
Ambulance Contract advisory group (ACAG)	Appointed by the Health Care Services Agency Director to assist in monitoring the emergency ambulance contractor's contract compliance.
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.
Code-2 Call	Immediate dispatch of an ambulance, without use of red lights and sirens in accordance with an Emergency Medical Dispatch system and priority dispatch assignment approved by the EMS Agency.
Code-3 Call	A request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.
CQI	Continuous quality improvement.
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 Dispatch (EMD)	A series of components that allow the dispatcher to triage calls, send appropriate resources with the appropriate response, and provide pre-arrival instructions if needed.
Emergency Medical Technician-I (EMT-I) or EMT-Basic (EMT-B)	As defined in California Health and Safety Code Section 1797.80.
Emergency Medical Technician-Paramedic (EMT-P)	As defined in California Health and Safety Code Section 1797.84.
Emergency Response	For the purposes of billing, as defined and described in 42 C. F.R. § 414.65.
EMS Agency	San Joaquin County Emergency Medical Services Agency.
Exclusive Operating Area (EOA)	An EMS area or sub-area of San Joaquin County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85.
First Responder	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
Medical Direction	Direction given to ambulance personnel by a base hospital physician through direct voice contact or through an approved M.I.C.N., as required by applicable medical protocols.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the San Joaquin County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.

Quality Improvement Program

Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.

Suburban

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

Rural

All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts, which have a population density of 7 to 50 persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)

Urban

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

Wilderness

Census tracts or enumeration districts without census tracts, which have a population of less than seven persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)